



**Tuesday, April 6, 2021
10:00 AM**

**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. **2021-279** Approve the minutes for the March 15 and 16, 2021 meetings of the City Council.
2. **2021-287** Approve or Deny the petition filed by filed by Anna Rush, Owner, to appeal the Hattiesburg Historic Conservation Commission's Denial of the petition filed by Anna Rush to paint exterior brick at 307 West Pine Street. The HHCC Denied on February 10, 2021.
3. **2021-276** Adopt Resolutions condemning the following properties as unclean and a menace to the health and safety of the community.
4. **2021-308** Adopt a Resolution authorizing Requisition No. 81 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. **2021-291** Approve Maintenance Agreement with Doleac Electric Company to maintain lights within the city that are not currently under contract with a power company for maintenance and authorize the Mayor to execute in duplicate.
6. **2021-282** Approve Lighting Agreement with Mississippi Power Company for additional lighting at 1814 Edwards Street with a monthly increase of \$10.61 and authorize the Mayor to execute the same.
7. **2021-309** Approve Lighting Agreement with Mississippi Power to provide additional lighting at 716 Tatum Road for a monthly increase of \$10.61 and authorize the Mayor to execute the same.

- 8. 2021-293** Approve Lighting Agreement with Mississippi Power Company for additional lighting at the parking lot on the corner of Mobile and 4th Streets with an upfront cost of \$5,388.00 and a monthly increase of \$293.44 and authorize the Mayor to execute the same.
- 9. 2021-301** Approve Amendment to the Professional Services Agreement with Shows, Dearman and Waits, Inc. dated February 21, 2017 for design engineering services on the Water Plant #1 Rehabilitation project and authorize the Mayor to execute in duplicate.
- 10. 2021-298** Approve Change Order No. 1 with Great Southern Recreation, LLC for the Sullivan Park Splash Pad project to add a fence enclosure around the mechanical equipment for an additional cost of \$4,640.00 and authorize the Mayor to execute in duplicate.
- 11. 2021-283** Approve Memorandum of Understanding between Mississippi State Fire Academy (MSFA) and the Hattiesburg Fire Department to provide the course for the NFPA 1001-I-II F and authorize Deputy Fire Chief to execute the same.
- 12. 2021-289** Approve Rental Agreement between the City of Hattiesburg and RJ Young for a copier located in the Community Development Division office, for a period of 48 months, at a cost of \$206.37 per month and authorize the Mayor to execute the same.
- 13. 2021-285** Approve Rental Agreement between the City of Hattiesburg and RJ Young Company for a copier that will be located in the Hattiesburg Police Department Administration in the amount not to exceed \$250.00 per month for 48 months and authorize the Mayor to execute the same.
- 14. 2021-277** Approve Agreement between the Hattiesburg Police Department and the Mississippi Office of Homeland Security for the use and issuance of automated license plate readers and authorizing the Mayor or designee to execute the same.
- 15. 2021-300** Approve Memorandum of Understanding between the Mississippi Attorney General's Office and the Hattiesburg Police Department regarding the Mississippi Intellectual Property Task Force and authorize the Mayor to execute the same
- 16. 2021-295** Approve a budget modification and extension for the FY2021 Violence Against Women Act (VAWA) – STOP Grant from the Mississippi State Department of Health (MSDH), to incorporate a realignment of Victim Advocate salary and fringe benefits, as well as extend the grant end date from June 30, 2021, to September 30, 2021, and incorporate extension funds--as required by MSDH as they transition to align the grant period with the federal fiscal year. The modified grant budget is for a total of \$60,306.27 (\$44,843.84 federal and \$15,462.43 local match).
- 17. 2021-292** Authorize submission of a grant application to the Mississippi Arts Commission (MAC) Community Response Grant Program to fund the creation of a mural at the Hattiesburg Community Arts Center. The total project cost is \$25,000 (\$10,000 state share and \$15,000 local share).

18. **2021-302** Authorize administration to apply for funds under the Coronavirus Response and Relief Supplemental Appropriations Act (Public Law 116-260) (CRRSA) through the FAA Airport Coronavirus Response Grant Program (ACRGP) and authorize Mayor to execute any and all documents necessary for application.
19. **2021-303** Authorize acquisition of a portion of a parcel of property identified as Forrest County Parcel No. 2-037D-14-105.00 (PPIN 022050) for the Hall Avenue Overpass East Project for the price of \$850.00. The Council previously determined the just compensation for the property to be \$650.00 (MB 2020-210), but reasonable efforts to negotiate an agreement have failed, and the Council finds that an administrative settlement in the amount of \$850.00 is reasonable, prudent and in the best interests of the public; Authorize Mayor to execute any and all documents required to complete the transaction; Authorize issuance of a manual check in payment thereof upon closing of transaction.
20. **2021-304** Authorize acquisition of a portion of a parcel of property identified as Forrest County Parcel No. 2-038C-16-360.00 (PPIN 021804) for the Dynamic Message Sign Project; Acknowledge receipt of Appraisal Report; Determine the appraisal valuation of \$1,240.00 to be Just Compensation for the aforementioned portion of the parcel; Authorize Mayor to make a Fair Market Value Offer for the property of \$1,240.00; Authorize Mayor to execute any and all documents required to complete the transaction; Authorize issuance of a manual check in payment thereof upon closing of transaction.
21. **2021-305** Authorize acquisition of a portion of a parcel of property identified as Forrest County Parcel No. 2-029N-09-029.00 (PPIN 013242) for the Dynamic Message Sign Project; Acknowledge receipt of Appraisal Report; Determine the appraisal valuation of \$1,705.00 to be Just Compensation for the aforementioned portion of the parcel; Authorize Mayor to make a Fair Market Value Offer for the property of \$1,705.00; Authorize Mayor to execute any and all documents required to complete the transaction; Authorize issuance of a manual check in payment thereof upon closing of transaction.
22. **2021-306** Authorize acquisition of a portion of a parcel of property identified as Forrest County Parcel No. 2-029F-04-087.00 (PPIN 015553) for the Dynamic Message Sign Project; Acknowledge receipt of Appraisal Report; Determine the appraisal valuation of \$620.00 to be Just Compensation for the aforementioned portion of the parcel; Authorize Mayor to make a Fair Market Value Offer for the property of \$620.00; Authorize Mayor to execute any and all documents required to complete the transaction; Authorize issuance of a manual check in payment thereof upon closing of transaction.
23. **2021-307** Authorize acquisition of a portion of a parcel of property identified as Forrest County Parcel No. 2-029G-03-609.00 (PPIN 018818) for the Dynamic Message Sign Project; Acknowledge receipt of Appraisal Report; Determine the appraisal valuation of \$1,765.00 to be Just Compensation for the aforementioned portion of the parcel;

Authorize Mayor to make a Fair Market Value Offer for the property of \$1,765.00; Authorize Mayor to execute any and all documents required to complete the transaction; Authorize issuance of a manual check in payment thereof upon closing of transaction.

24. **2021-294** Ratify and confirm the Mayor's re-appointment of Dick Conville (W3) to the Hattiesburg Board of Adjustment for a three-year term beginning April 17, 2021 and ending April 16, 2024.
25. **2021-280** Ratification of Release of Lien documents filed in relation to Code Enforcement clean-up assessments.
26. **2021-290** Ratification of the submitted grant application to the Federal Emergency Management Agency (FEMA) FY 2020 Staffing for Adequate Fire and Emergency Response (SAFER) Grant Program, to fund 18 additional firefighter positions for three years, at a total project cost of \$2,557,947.06 (100% federal share).
27. **2021-315** Ratify and Confirm the Mayor's re-appointment of Eric Steele (W5) to the Hattiesburg School Board for a term beginning April 6, 2021 and ending 3/6/2026.

ROUTINE AGENDA

1. **2021-273** Acknowledge Proof of Publications for the month of February, 2021.
2. **2021-288** Acknowledge receipt of the two-quote docket as provided for in 31-7-13(b) of the Mississippi Code of 1972.
3. **2021-296** Acknowledge receipt of fully executed Quitclaim Deed for Tax Parcel No. 2-037B-14-028.00 (PPIN 23469), otherwise identified as Lots 22 and 23 of Block 2 of the Poole Addition Subdivision, City of Hattiesburg, for the Hall Avenue Overpass East Project.
4. **2021-297** Acknowledge receipt of a drainage easement for Tax Parcel No. 051P-11-025.000 PPIN 20708 for the NRCS Campbell Loop project.
5. **2021-278** Approve and Authorize publication of a Request for Proposals for professional services, engaging the community and authoring plans for Commercial Overlay Corridor Districts focused along E Hardy Street, Hall Avenue, and the forthcoming rail overpass route.
6. **2021-281** Approve and Authorize publication of a Request for Proposals for architecture and design services related to the renovation of 1102 Dabbs Street into a neighborhood community center {CDBG}.
7. **2021-299** Approve Plans and Specifications for the Water Plant #1 Rehabilitation Phase 1 project and authorize advertisement for bids for same.
8. **2021-284** Approve the sale of grave spaces per attached, Memo's, Receipts and Deeds.

- 9. 2021-310** Approve claims docket for the period ending March 31, 2021.

In Memoriam:

- Mr. Charles Bennett
- Mr. Justin Young

Meeting Adjourn



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Ronda Cole, Clerk of Council

cc:

Date: Tuesday, April 6, 2021

Re: Approve the minutes for the March 15 and 16, 2021 meetings of the City Council.
File Number: 2021-279
Minute Book #MB 2021-30 / Approved

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 April 6, 2021 City Council meeting for consideration.

Published Agenda



Monday, March 15, 2021	City Council	Jackie Dole Community Center
4:00 PM	Monday Meeting Agenda	220 W. Front Street

Call to Order

Presentation

1. **2021-272** Introduction - Ryan Frederic, District Director of the Mississippi Public Service Commission Southern District.

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, March 15, 2021, in the Jackie Dole Community Center Auditorium; same being an adjourned meeting from March 2, 2021.

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 (via teleconference). 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.

Presentation

1. **2021-272** Introduction - Ryan Frederic, District Director of the Mississippi Public Service Commission Southern District.

Council President Carroll introduced Ryan Fredric, Southern District Director of Mississippi Public Service Commission. Mr. Fredric provided an update, and introduced Brent Baylor, Southern District Chief Investigator and Caroline Bishop, Southern District Public Information Officer.

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.

The following citizens addressed the Council:

- Kahiga Tiagha, 601 E. Pine St.

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 4:24 p.m., this 15th day of March, 2021**, by unanimous consent, until the 16th day of March, 2021.

ATTEST:

APPROVE:

Clerk of Council

Council President

ATTEST AND CERTIFY:

APPROVE:

City Clerk

Mayor

Published Agenda



**Tuesday, March 16, 2021
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. | 2021-272 | Approve the minutes for the March 1 and 2, 2021 meetings of the City Council. |
| 2. | 2021-265 | Adopt the March 16, 2021 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. |
| 3. | 2021-253 | Adopt a Resolution requesting the Mississippi Department of Transportation (MDOT) initiate the Gordon's Creek Commons Project; Authorize Mayor to execute letter making that request and delegating Chief LPA Official authority to Lamar Rutland. |
| 4. | 2021-246 | Approve a Professional Service Agreement between the City of Hattiesburg and Complete Environmental & Remediation Co., LLC for the complete labor and equipment transport and disposal of all household hazardous waste that will be collected from a county-wide collection day on April 17, 2021 from 8 a.m.-2 p.m. at the Bobby Chain Airport and the Lamar County Multi-Purpose Center and authorize the Mayor the execute the same. |
| 5. | 2021-260 | Approve Lighting Agreement with Mississippi Power to remove 34 cobra head fixtures along Hwy 49 and replace them with LED fixtures for a net monthly decrease of \$123.08 and authorize the Mayor to execute the same. |
| 6. | 2021-256 | Approve Change Order No. 2 with RJM McQueen for the Downtown Wayfinding & Signage Project to provide for the addition of one sign and pole for a contract increase of \$6,155.00 bringing the contract total to \$80,310.08 and authorize the Mayor to execute in duplicate. |
| 7. | 2021-273 | Approve Rental Agreement between the City of Hattiesburg and Hardy Street Baptist Church for the use of the Hardy Street Baptist Church Activity Center as a municipal precinct for all municipal elections and authorize the Mayor to execute the same. |
| 8. | 2021-84 | Approve License and Subscription Agreement with Bluebeam, Inc. for services to facilitate electronic plan review for development and building plans and authorize the Mayor to execute the same. |
| 9. | 2021-261 | Approve Memorandum of Agreement between City of Hattiesburg and Aids Services Coalition (ASC) to provide services and expertise to implement a comprehensive approach addressing homelessness within Hattiesburg and authorize the Mayor to execute the same. |
| 10. | 2021-266 | Approve renewal of Maintenance Agreement between the City of Hattiesburg and Kronos for software support services, equipment support services and educational services on time clocks and time-keeping software for the period of June 16,2021 and ending June 15, 2022 for a cost not to exceed \$ 18091.14 and authorize the Mayor to execute the same. |
| 11. | 2021-263 | Authorize submission of Mississippi Office of Highway Safety Grant Application in the amount of \$85,899.56 for the FY22 Impaired Driving Program; Authorize Mayor to execute. |
| 12. | 2021-134 | Authorize Mayor to execute Funding Grant Agreement with the Department of Finance & Administration of the State of Mississippi and letter requesting transfer of funds in the amount of \$300,000 for the disbursement of said funds to assist the City of Hattiesburg in paying costs associated with flood control, detention basins or other infrastructure improvements in and around Gordon's Creek, as specified in Section 60 of House Bill No. 1730 of the 2020 legislative session. |
| 13. | 2021-264 | Acknowledge bids received September 24, 2020 for the State Aid Project DECD-0018(35)BO Highway 49 DECD Project at FGH; Approve Board Order awarding the contract for said project to Walters Construction Company in the amount of \$4,654,776.19 and establishing the project fund for the Mississippi Development Authority (MDA) Project No. DECD-0018(35)BO; Authorize Mayor to execute Board Order in duplicate; Authorize issuance of a manual check to MDA for the City share and Forrest General Hospital (FGH) share of funds upon receipt of check from FGH. |

ROUTINE AGENDA

- | | | |
|----|-----------------|---|
| 1. | 2021-155 | Acknowledge receipt of Privilege Tax License Monthly Report for February 2021. |
| 2. | 2021-249 | Acknowledge receipt of a Drainage Easement from Oil Mill Square, Inc. for a portion of Lots 3 and 4 of Turtle Creek Business Park, further described as Lamar County Tax Parcel No. 051Q-12-008.000 (PPIN 17401). |
| 3. | 2021-250 | Acknowledge receipt of a Drainage Release, executed by the owners of the listed properties. |

- 4. **2021-271** Acknowledge receipt of the Single Audit of the Hattiesburg Public School District for the year ended June 30,2020, from Suzanne E. Smith, CPA, PLLC of Auditing and Accounting Services.
- 5. **2021-274** Acknowledge final version of 2020 Consolidated Annual Performance and Evaluation Report (CAPER) and authorize submission to Housing and Urban Development (HUD)
- 6. **2021-269** Acknowledge the setting of a public hearing for the purpose of receiving comments on the draft 2021 Action Plan, March 30, 2021 at 5:00pm and an associated public comment period.
- 7. **2021-259** Acknowledge no proposals were received for Term Bid Item #3 - Ready Mix Concrete; Approve Specifications and Authorize Publication of Advertisement for above referenced Term Bid Item.
- 8. **2021-257** Acknowledge bids received February 18th and February 25th, 2021 for Various Term Bid items for the Public Works Department; Accept the bids as recommended below.

In Memoriam:

- Mr. Russell Jennings
- Mr. Garvis "Tony Boy" Walker, Sr.
- Mr. Ulysses Hines
- Mr. Willie James Jordan, Jr.
- Col. Ken Smith, U.S. Army-Retired

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, March 16, 2021**, in the Jackie Dole Community Center Auditorium; same being a recessed meeting from March 15, 2021.

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 (via teleconference). 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.

POLICY AGENDA

The POLICY AGENDA came before the Council.

- 1. **2021-272** Approve the minutes for the March 1 and 2, 2021 meetings of the City Council.

Attachments: 3-1-2021 PH-Unsafe, AR, WS Mins.
 3-2-2021 Mins.

A MOTION was made by Council Member George and seconded by Council Member Delgado to

Approve the minutes for the March 1 and 2, 2021 meetings of the City Council.

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

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

Nays: 0

2. **2021-265** Adopt the March 16, 2021 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.

Attachments: March 2021 Budget Amendments

A MOTION was made by Council Member George and seconded by Council Vice President Dryden to Adopt the March 16, 2021 amendments to the budget for the City of Hattiesburg for fiscal year ending September 30, 2021 and adopt Resolution (#2021-23) authorizing publication of amendments for funds in excess of 10% of the originally appropriated fund balance.

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

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

Nays: 0

3. **2021-253** Adopt a Resolution requesting the Mississippi Department of Transportation (MDOT) initiate the Gordon's Creek Commons Project; Authorize Mayor to execute letter making that request and delegating Chief LPA Official authority to Lamar Rutland.

Attachments: Gordons Commons Project Initiation Res
1186_001
SITE PLAN_9-23-20
LPA Cert
Seyfarth_InitiationLtr

A MOTION was made by Council Member George and seconded by Council Vice President Dryden to Adopt a Resolution (#2021-24) requesting the Mississippi Department of Transportation (MDOT) initiate the Gordon's Creek Commons Project; Authorize Mayor to execute letter making that request and delegating Chief LPA Official authority to Lamar Rutland.

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

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

Nays: 0

4. **2021-246** Approve a Professional Service Agreement between the City of Hattiesburg and Complete Environmental & Remediation Co., LLC for the complete labor and equipment transport and disposal of all household hazardous waste that will be collected from a county-wide collection day on April 17, 2021 from 8 a.m.-2 p.m. at the Bobby Chain Airport and the Lamar County Multi-Purpose Center and authorize the Mayor the execute the same.

Attachments: Complete Environmental Contract 2021

A MOTION was made by Council Member George and seconded by Council Vice President Dryden to Approve a Professional Service Agreement between the City of Hattiesburg and Complete Environmental & Remediation Co., LLC for the complete labor and equipment transport and disposal of all household hazardous waste that will be collected from a county-wide collection day on April 17, 2021 from 8 a.m.-2 p.m. at the Bobby Chain Airport and the Lamar County Multi-Purpose Center and authorize the Mayor the execute the same.

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

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

Nays: 0

5. **2021-260** Approve Lighting Agreement with Mississippi Power to remove 34 cobra head fixtures along Hwy 49 and replace them with LED fixtures for a net monthly decrease of \$123.08 and authorize the Mayor to execute the same.

Attachments: MS Power-Highway 49 - Install 34 LED's

A MOTION was made by Council Vice President Dryden and seconded by Council Member George to Approve Lighting Agreement with Mississippi Power to remove 34 cobra head fixtures along Hwy 49 and replace them with LED fixtures for a net monthly decrease of \$123.08 and authorize the Mayor to execute the same.

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

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

Nays: 0

6. **2021-256** Approve Change Order No. 2 with RJM McQueen for the Downtown Wayfinding & Signage Project to provide for the addition of one sign and pole for a contract increase of \$6,155.00 bringing the contract total to \$80,310.08 and authorize the Mayor to execute in duplicate.

Attachments: Change Order #2 - Partially Executed

A MOTION was made by Council Vice President Dryden and seconded by Council Member George to Approve Change Order No. 2 with RJM McQueen for the Downtown Wayfinding & Signage Project to provide for the addition of one sign and pole for a contract increase of \$6,155.00 bringing the contract total to \$80,310.08 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, Carroll, Dryden and Brown (via teleconference)

Nays: 0

7. **2021-273** Approve Rental Agreement between the City of Hattiesburg and Hardy Street Baptist Church for the use of the Hardy Street Baptist Church Activity Center as a municipal precinct for all municipal elections and authorize the Mayor to execute the same.

Attachments: VOTING PLACE RENTAL AGREEMENT

A MOTION was made by Council Member George and seconded by Council Vice President Dryden to Approve Rental Agreement between the City of Hattiesburg and Hardy Street Baptist Church for the use of the Hardy Street Baptist Church Activity Center as a municipal precinct for all municipal elections and authorize the Mayor to execute the same.

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

Yeas: 4 - George, Carroll, Dryden and Brown (via teleconference)

Nays: 0

Abstain: 1 - Delgado

8. **2021-84** Approve License and Subscription Agreement with Bluebeam, Inc. for services to facilitate electronic plan review for development and building plans and authorize the Mayor to execute the same.

Attachments: Bluebeam Agreement - partially signed (002)

A MOTION was made by Council Member George and seconded by Council Vice President Dryden to Approve License and Subscription Agreement with Bluebeam, Inc. for services to facilitate electronic plan review for development and building plans and authorize the Mayor to execute the same.

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

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

Nays: 0

9. **2021-261** Approve Memorandum of Agreement between City of Hattiesburg and Aids Services Coalition (ASC) to provide services and expertise to implement a comprehensive approach addressing homelessness within Hattiesburg and authorize the Mayor to execute the same.

Attachments: ASC MOA 2021

A MOTION was made by Council Member George and seconded by Council Member Delgado to Approve Memorandum of Agreement between City of Hattiesburg and Aids Services Coalition (ASC) to provide services and expertise to implement a comprehensive approach addressing homelessness within 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, Carroll, Dryden and Brown (via teleconference)

Nays: 0

10. **2021-266** Approve renewal of Maintenance Agreement between the City of Hattiesburg and Kronos for software support services, equipment support services and educational services on time clocks and time-keeping software for the period of June 16,2021 and ending June 15, 2022 for a cost not to exceed \$ 18091.14 and authorize the Mayor to execute the same.

Attachments: kronos21-22

A MOTION was made by Council Member George and seconded by Council Vice President Dryden to Approve renewal of Maintenance Agreement between the City of Hattiesburg and Kronos for software support services, equipment support services and educational services on time clocks and time-keeping software for the period of June 16,2021 and ending June 15, 2022 for a cost not to exceed \$ 18091.14 and authorize the Mayor to execute the same.

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

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

Nays: 0

11. **2021-263** Authorize submission of Mississippi Office of Highway Safety Grant Application in the amount of \$85,899.56 for the FY22 Impaired Driving Program; Authorize Mayor to execute.

Attachments: FY22 MOHS Grant Application 154.405
Grant Application submission of MS Office of Highway Safety Grant Application for the FY22 Impaired Driving Program

A MOTION was made by Council Vice President Dryden and seconded by Council Member George to Authorize submission of Mississippi Office of Highway Safety Grant Application in the amount of \$85,899.56 for

the FY22 Impaired Driving Program; Authorize Mayor to execute.

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

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

Nays: 0

- 12. 2021-134** Authorize Mayor to execute Funding Grant Agreement with the Department of Finance & Administration of the State of Mississippi and letter requesting transfer of funds in the amount of \$300,000 for the disbursement of said funds to assist the City of Hattiesburg in paying costs associated with flood control, detention basins or other infrastructure improvements in and around Gordon's Creek, as specified in Section 60 of House Bill No. 1730 of the 2020 legislative session.

Attachments: MOU for Zoo state bond funds
Funding Grant Agreement Gordons Creek
Funding Grant Agreement with DFA - Gordon's Creek Improvements

A MOTION was made by Council Member Delgado and seconded by Council Vice President Dryden to Authorize Mayor to execute Funding Grant Agreement with the Department of Finance & Administration of the State of Mississippi and letter requesting transfer of funds in the amount of \$300,000 for the disbursement of said funds to assist the City of Hattiesburg in paying costs associated with flood control, detention basins or other infrastructure improvements in and around Gordon's Creek, as specified in Section 60 of House Bill No. 1730 of the 2020 legislative session.

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

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

Nays: 0

- 13. 2021-264** Acknowledge bids received September 24, 2020 for the State Aid Project DECD-0018(35) BO Highway 49 DECD Project at FGH; Approve Board Order awarding the contract for said project to Walters Construction Company in the amount of \$4,654,776.19 and establishing the project fund for the Mississippi Development Authority (MDA) Project No. DECD-0018(35) BO; Authorize Mayor to execute Board Order in duplicate; Authorize issuance of a manual check to MDA for the City share and Forrest General Hospital (FGH) share of funds upon receipt of check from FGH.

Attachments: Council Order DECD-0018(35) BO
SIGNED BID TAB DECD-0018(35) BO

A MOTION was made by Council Member George and seconded by Council Member Delgado to Acknowledge bids received September 24, 2020 for the State Aid Project DECD-0018(35)BO Highway 49 DECD Project at FGH; Approve Board Order awarding the contract for said project to Walters Construction Company in the amount of \$4,654,776.19 and establishing the project fund for the Mississippi Development Authority (MDA) Project No. DECD-0018(35)BO; Authorize Mayor to execute Board Order in duplicate; Authorize issuance of a manual check to MDA for the City share and Forrest General Hospital (FGH) share of funds upon receipt of check from FGH.

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

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

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, Carroll, Dryden and Brown (via teleconference)

Nays: 0

1. **2021-155** Acknowledge receipt of Privilege Tax License Monthly Report for February 2021.

 Attachments: Privilege Tax License mthly report Feb. 2021

2. **2021-249** Acknowledge receipt of a Drainage Easement from Oil Mill Square, Inc. for a portion of Lots 3 and 4 of Turtle Creek Business Park, further described as Lamar County Tax Parcel No. 051Q-12-008.000 (PPIN 17401).

 Attachments: Oil Mill Square Drainage Easement

3. **2021-250** Acknowledge receipt of a Drainage Release, executed by the owners of the listed properties.

 Attachments: VILLAGE AT THE BEVERLY II - PRD-0067-2019 2
 CHRISTIAN TABERNALCE - 174 DRAINAGE RELEASE
 GUNN Residence
 ESSEX DUPLEX - 6-17-688
 MACK GRUBBS HYUNDAI - 0067 DRAINAGE RELEASE
 Acknowledgement of Receipt-Drainage Releases 12 8 2020 - 3.16.2021

4. **2021-271** Acknowledge receipt of the Single Audit of the Hattiesburg Public School District for the year ended June 30,2020, from Suzanne E. Smith, CPA, PLLC of Auditing and Accounting Services.

 Attachments: School Audit. 1
 School Audit 2

5. **2021-274** Acknowledge final version of 2020 Consolidated Annual Performance and Evaluation Report (CAPER) and authorize submission to Housing and Urban Development (HUD)

 Attachments: 2020 CAPER_03082021_FINAL
 Citizen Participation Record

6. **2021-269** Acknowledge the setting of a public hearing for the purpose of receiving comments on the draft 2021 Action Plan, March 30, 2021 at 5:00pm and an associated public comment period.

 Attachments: NOTICE OF PUBLIC HEARING 2021 Action Plan_ Revised FINAL
 Public Hearing Notice to receive comments of the 2021 Action Plan scheduled for
 March 30, 2021 at 500 pm

7. **2021-259** Acknowledge no proposals were received for Term Bid Item #3 - Ready Mix Concrete; Approve Specifications and Authorize Publication of Advertisement for above referenced Term Bid Item.

 Attachments: Specs - Item 3 - Ready Mix Concrete
 Notice to Bidders - Item 3 - Ready Mix Concrete
 Legal Advertisement for bids for Term Bid Item #3 - ready mix concrete

8. **2021-257** Acknowledge bids received February 18th and February 25th, 2021 for Various Term Bid items for the Public Works Department; Accept the bids as recommended below.

 Attachments: RJM - #25
 Warren Paving
 Recommendation to accept bid for various term bid items for Public Works - Item
 #25 aqnd Item #33

9. **2021-254** Approve plans and specifications for the Quinn Street Speed Tables project and authorize advertisement for bids.

 Attachments: Quinn Street Speed Tables Final Specs

Quinn Street Speed Tables Final Plans
Adv for Bids
Advertisement for bids for plans and specifications for the Quinn Street Spped
Tables Project

10.

2021-267

Approve and authorize issuance of manual checks for CDBG Program Claims per attached Memorandum. {Entitlement CDBG}

Attachments: Manual Check Memo 03162021
11.

2021-268

Approve and authorize issuance of manual checks for CDBG-CV Program Claims per attached Memorandum. {Entitlement CDBG-CV}

Attachments: HC_September 2020_REVISED_03162021
HC_October 2020_REVISED_03162021
Manual CV Check Memo 03162021_Update
12.

2021-247

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

Attachments: Memo's (03-16-2021)
Deeds (03-16-2021)
Receipts (03-16-2021)
13.

2021-248

Approve claims docket for the period ending March 12, 2021.

Attachments: Docket 03.12.21
DT 3.12.21

In Memoriam:

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

- Mr. Russell Jennings
- Mr. Garvis "Tony Boy" Walker, Sr.
- Mr. Ulysses Hines
- Mr. Willie James Jordan, Jr.
- Col. Ken Smith, U.S. Army-Retired

Meeting Adjourn

Council President Carroll declared the **meeting adjourned at 5:09 p.m., this 16th day of March, 2021,**
by unanimous consent, until the 5th day of April, 2021.

ATTEST:

Clerk of Council

APPROVE:

Council President

ATTEST AND CERTIFY:

City Clerk

APPROVE:

Mayor



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Ginger Lowrey, Planning Administrator

cc: Andrew Ellard, Director, Russell Archer

Date: Tuesday, April 6, 2021

Re: Approve or Deny the petition filed by Anna Rush, Owner, to appeal the Hattiesburg Historic Conservation Commission's Denial of the petition filed by Anna Rush to paint exterior brick at 307 West Pine Street. The HHCC Denied on February 10, 2021.
File Number: 2021-287
Minute Book #

Summary

Hattiesburg Historic Conservation Commission (HHCC) – 307 West Pine Street paint exterior brick, Ward 4

Recommendation Statement

Approve or Deny the petition to appeal the Hattiesburg Historic Conservation Commission's Denial to paint exterior brick at 307 West Pine Street.

Please place this on the April 6, 2021 City Council meeting for consideration.



Send to:
Ginger Maddox Lowrey, Planning Manager
Dept. of Urban Development
P.O. Box 1898
Hattiesburg, MS 39403
601.545.4599 or fax 601.545.1962

REQUEST TO APPEAL HISTORIC CONSERVATION COMMISSION DECISION

Today's Date: <u>2/12/2021</u>
Historic Conservation Commission Meeting Date: <u>2/10/2021</u> <i>(Appeals must be made within 10 consecutive days of the decision)</i>
Name of Property Owner/Petitioner: <u>Anna Rush</u>
Name of Person Requesting Appeal Hearing: <u>Anna Rush</u>
Mailing Address of Person Requesting Appeal Hearing: <u>P.O. Box 105 Hattiesburg, MS 39403</u>
Address of Petitioned Property: <u>307 W. Pine</u>
Petitioner's Request of the Historic Commission: <u>paint brick</u>
Historic Commission's Decision: Approve ☐ or Deny ☒

I/We hereby APPEAL the Historic Conservation Commission Decision for the above referenced petition and request to hold a Public Hearing before the Hattiesburg City Council.


Petitioner (signature)

Petitioner (signature)

Hattiesburg Historic Conservation Commission

Application Data Sheet—Item 5

Historic District: Hub City Downtown

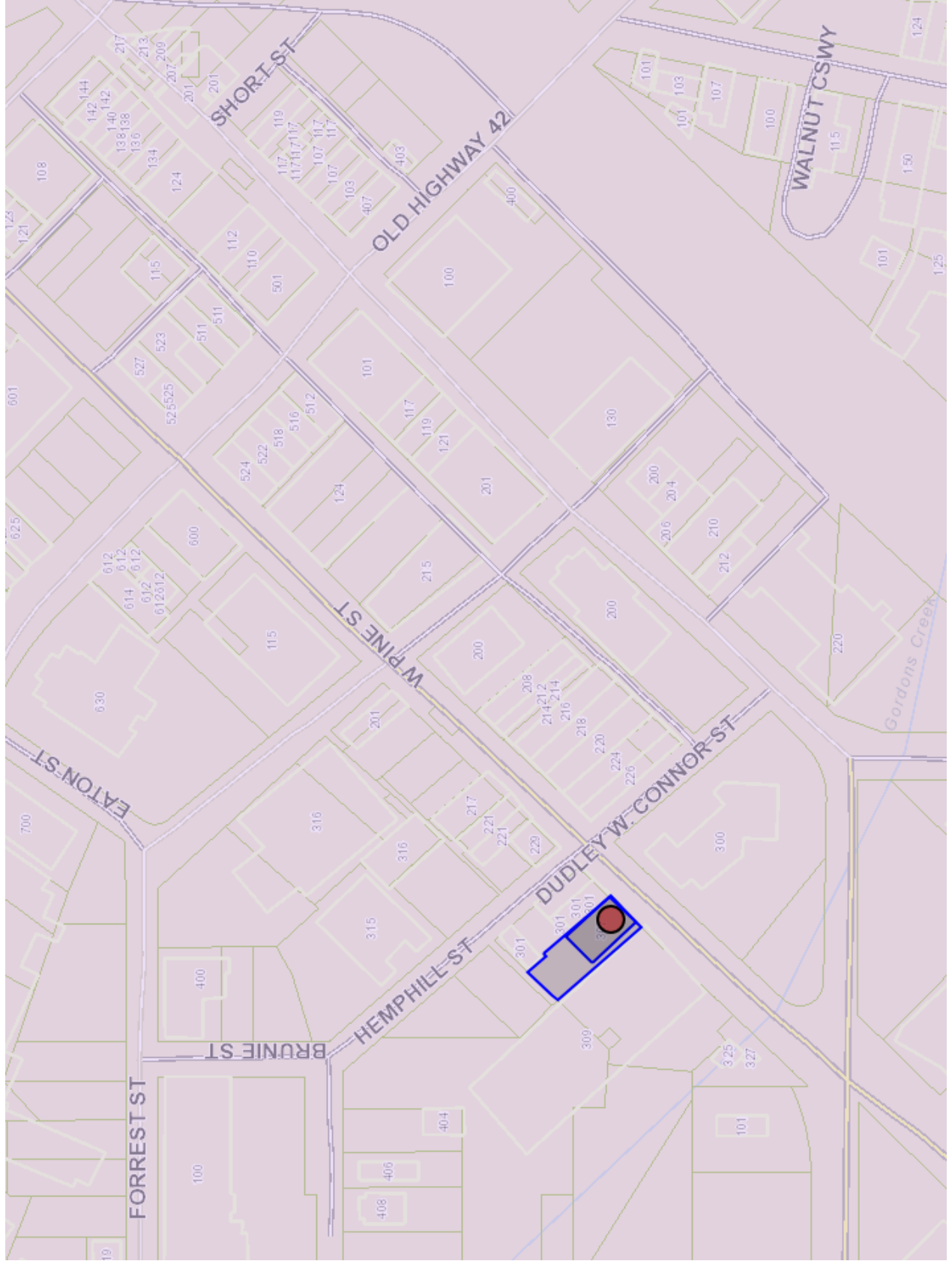
Address: 307 W. Pine St.

Significance: Contributing

Construction Date: c1960



307 W Pine St.



Adjacent Properties





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

HISTORIC RESOURCES INVENTORY

1. a. Property name, historic		10. County Forrest
b. Property name, other Steen Investment Group		11. City or Town Hattiesburg ☐ vicinity of
2. Property address/descriptive location 307 W. Pine Street		12. Owner's name and address Apex Environmental Consultants, Inc. P.O. Box 751 Hattiesburg, MS 39403
3. Legal description (and acreage, if required—see instructions) Forrest County Parcel #2-029J-10-164.00		13. Was interior surveyed? No
		14. Survey seq. no. 169.
		15. USGS quadrangle map
4. Former/historic use Commercial	5. Present use Commercial/Offices	16. UTM reference (if required—see instructions)
6. Architect ☐ documented ☐ attributed	7. Builder/contractor ☐ documented ☐ attributed	17. Date of construction c.1931 ☒ estimated ☐ documented
8. Brief description One-story brick and stucco commercial building with flat roof and flat parapet. Stuccoed pilasters at the outside edges of the building and two more framing the central entrance. Five-bay primary facade is brick at the storefront and consists of a central entrance with paired wood and leaded glass doors, sidelights and transoms, flanked by two sets of 24-light fixed wood sash windows with segmental arch. Upper facade is stuccoed and has recessed panels above the entrance and the two outside bays. Projecting cornice and stuccoed parapet.		18. Integrity ☐ very intact ☐ deteriorated ☐ some changes ☐ ruins ☒ extensive changes ☐ no visible remains
		19. Dates of changes, if any ☐ moved _____ ☐ enlarged/alterd _____ ☐ artificial siding _____ ☒ replaced windows/doors _____ ☐ enclosed/alterd porch _____ ☒ storefront alterations _____
9. Outbuildings or secondary elements (if significant, use separate form)		20. Architectural character or style



THIS SECTION FOR MDAH USE ONLY

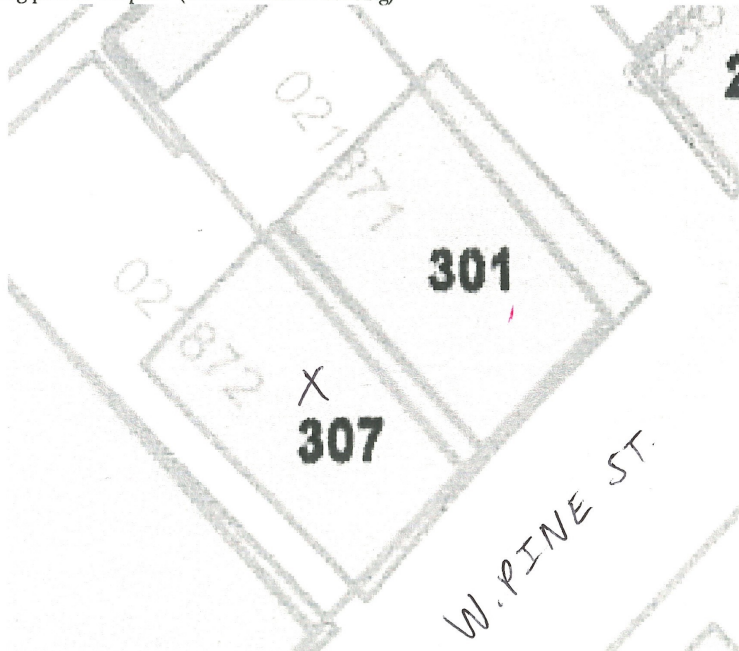
21. Registration status ☐ NHL ☐ listed NR ☐ in NR district ☐ Mississippi landmark ☐ local landmark/local district	22. If located in historic district a. Name of district _____ b. Rating ☐ contributing ☐ previously listed ☐ noncontributing c. District element number _____
---	---

MDAH Inventory Code

MISSISSIPPI HISTORIC RESOURCES INVENTORY
Page 2

23. Historical information This building appears to be a c.1931 commercial building with substantial changes to the primary facade.	27. Photographer or photo source Russell Archer
	28. Photo roll and frame number(s) 5307-2
	29. Photo date October 3, 2011
	30. Inventory form completed by (name and organization) Russell Archer Archer Preservation Consulting, LLC
24. Additional remarks or continuation of other sections	31. Survey project name Hub City Historic District
	32. Date form completed October 10, 2011
25. Sources of information Sanborn Fire Insurance maps: 1931, 1931-49, 1961	THIS SECTION FOR MDAH USE ONLY 33. Evaluation of National Register eligibility a. ☐ already listed (see front of form) ☐ appears individually eligible ☐ potentially eligible if restored ☐ would contribute to district ☐ does not appear eligible ☐ insufficient information b. Evaluated by/date

26. Sketch of building plan or site plan. (Show outline of building)



Application for a Certificate of Appropriateness

to Hattiesburg Historic Conservation Commission

for a proposed exterior change to a property within designated historic districts

Office Use Only

Received _____

Complete _____

HHCC review _____

Action _____

Historic District _____

Property address: 407 W. PINE ST.

Present zoning: _____

Applicant: Anna Rush & Brian Saffle

Address: 4400 Hardy St., Suite B1, Hattiesburg, MS 39401

Phone: 601-268-7275

Signature and permission of Applicant / date:

Brian Saffle / 2/4/2021

Owner: Anna Rush

Address: 407 W. Pine St.

Phone: 601-475-1208

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

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

Proposed starting date: As soon as possible

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

FABRICATE AND INSTALL METAL LETTERS FOR
THE ADDRESS. LETTERS WILL BE NON-ILLUMINATED.

FABRICATE AND INSTALL MULTI-TENANT
DIRECTORY ON FACADE OF BUILDING WHERE
EXISTING SIGN IS NOW.

PAINT THE EXTERIOR BRICK FACADE.

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

Incomplete applications will not be reviewed by the commission.

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

- ☐ New Buildings and New Additions
 - ☐ Major Restoration, Rehabilitation or Remodeling
 - ☒ Site Changes – tree removal, fences, walks, driveways, parking and signs
 - ☐ Demolition and Relocation
- Required support materials must be attached. Please see *Checklist for Required Support Materials* on the next page.

Proposed location and rendering of signs

EXISTING

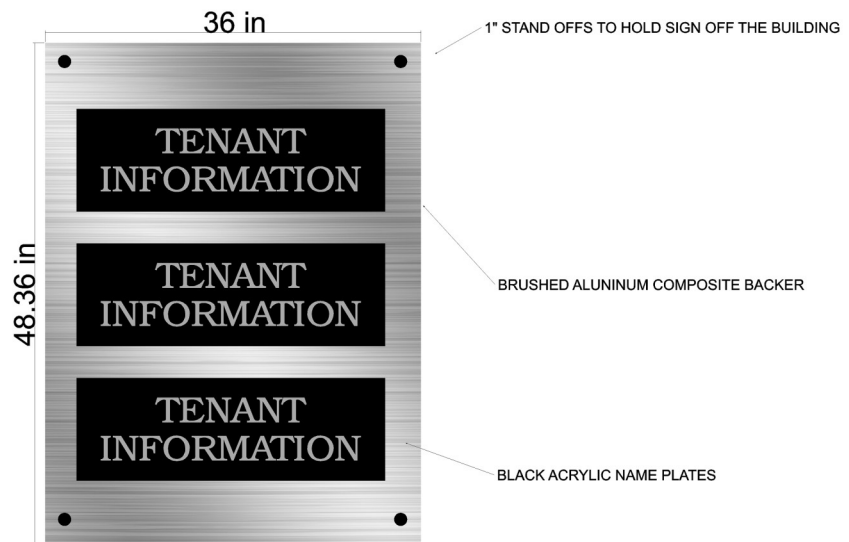


PROPOSED



15.16 in 124.49 in
307 W. PINE

**FLAT ROUTED METAL
STUD MOUNTING
NON-ILLUMINATED**





Memorandum

To: Mayor Toby Barker and Members of City Council
From: Andrew Ellard, Director
cc: Wiley Quinn, Code Enforcement Division Manager
Date: Tuesday, April 6, 2021
Re: Adopt Resolutions condemning the following properties as unclean and a menace to the health and safety of the community.
File Number: 2021-276
Minute Book #

Summary

Adopt Resolutions of Condemnation 4 6 2021

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 April 6, 2021 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: April 6, 2021

RE: Adopt Condemnation Resolutions

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

	Address	PPIN	Ward	Violations	Proposed Actions	Estimated Cost	Estimated Penalty
1.	1211 Cherry Street	13583	2	VS, AS, ES, OGL	Cut/Clean, Demo	\$6000	\$3000
2.	519 E. 6 th Street	18918	2	VS, ES, OGL, US, GAR/RUB	Cut/Clean, Demo	\$4500	\$2250
3.	237(241) Short Columbia Street	23928	2	VS, OGL	Clean, Close, Secure	\$2000	\$1500
4.	906 Short Columbia Street	14286	2	VS, OGL, GAR/RUB, DS	Clean, Close, Secure	\$2500	\$1500
5.	416 S. 15 th Avenue	17078	4	US, OR, GAR/RUB	Cut/Clean, Demo	\$3700	\$1850

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 1211 Cherry Street

WHEREAS, on the 29th day of March, 2021, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 6th day of April, 2021, 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:

1211 Cherry Street PARCEL: 2-038G-15-143.00 Hattiesburg, MS, and better described as: Begin at the Southeast corner of Lot 12 of Block 13 of the Burkett Subdivision of the City of Hattiesburg, Forrest County, Mississippi, and run thence North 130 feet, thence run West 175 feet, thence run South 130 feet, thence run East 175 feet to the point of beginning, said parcel of land being the South 130 feet of Lots 11 and 12 and the South 130 feet of the East one-half of Lot 10 of said Block 13 of the Burkett Subdivision.

WHEREAS, the owner of the property is Henry C. Murphy, 422 Miller 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), Overgrown Lot (IPMC 302.4),
ES (IPMC 401.1.1)**

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

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

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

YEAS:

NAYS:

ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the 6th day of April, 2021.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 6th day of April, 2021.

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# 2 519 E. 6th Street

WHEREAS, on the 29th day of March, 2021, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 6th day of April, 2021, 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:

2-029G-03-481.00 Hattiesburg, MS, and better described as: Part of Lots five (5) and six (6), block one hundred five (105) of the Kamper and Whinnery Subdivision number two of 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: Commencing at the point of intersection of south line of 6th with the east line of Mobile Street, being the Northwest corner of Lot 8 in said block and survey and run thence East along the South line of 6th Street 298 feet the point of beginning, run thence South for Distance of 100 feet, run thence East for a distance of 52 feet, run thence North for Distance of 100 feet to 6th Street, run thence West along the South line of 6th Street 52 feet to the point of beginning, know at the present as house number 519 East 6th Street in the City of Hattiesburg, Mississippi.

WHEREAS, the owner of the property is Hezekiah & Annie Thomas, 216 Ruby Avenue, Hattiesburg, MS 39401, 25 Hill Rd., Hattiesburg, MS 39401

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

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

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

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

Vacant Structure (International Property Maintenance Code 301.3), Overgrown Lot (IPMC 302.4), Exterior Structure (IPMC 401.1.1), Accumulation of Garbage and Rubbish (IPMC 308.1)

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

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

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

YEAS:

NAYS:

ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the 6th day of April, 2021.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 6th day of April, 2021.

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# 3 237(241) Short Columbia Street

WHEREAS, on the 29th day of March, 2021, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 6th day of April, 2021, 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:

237(241) Short Columbia Street PARCEL: 2-029E-04-147.00 Hattiesburg, MS, and better described as: Lots 10, 11 & 12, Block 2 of the Ross & Montague S/D survey of or addition to the City of Hattiesburg, County of Forrest, State of Mississippi, being a part of the SE ¼ of the SW ¼ of Section 04, Township 04 North, Range 13 West, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi; Tax Parcel No. 2-029E-04-147.00; Prior Parcel No. H0824-02-008; PPIN 23928; Tax Sale Receipt No. 21334-2013; B637 P657 8/17/90; and as also described in the Tax Deed exhibited hereto, including and comprising any improvements thereon and appurtenances thereto belonging; together with all land, buildings and improvements situated thereon and including, but not limited to any and all right, easements, utilities, public rights-of-way and any streets appurtenant thereto; as well as any and all surface and sub-surface rights and minerals of every kind and character not previously reserved including, without limitation, any oil, gas, sand, gravel, timber; and where applicable, including and encompassing any and all natural accretion or riparian drainage or littoral right appertaining thereto; and Subject to (i) prior reservations and conveyances of oil, gas and other minerals lying on or under said property; and (ii) all easements and rights of way for public roads and public utilities as presently laid out, constructed or in use.

WHEREAS, the owner of the property is MSTREO, LLC, 4747 Executive Drive, Ste. 510, San Diego, CA 92121

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

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

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

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

**Vacant Structure (International Property Maintenance Code 301.3),
Overgrown Lot (IPMC 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 6th day of April, 2021.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 6th day of April, 2021.

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# 4 906 Short Columbia Street

WHEREAS, on the 29th day of March, 2021, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 6th day of April, 2021, 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:

906 Short Columbia Street PARCEL: 2-029E-04-100.00 Hattiesburg, MS, and better described as: Lots 4, 5 and 6 in Block 2 of the Commercial Club Addition to the City of Hattiesburg, Forrest County, Mississippi AND: A portion of Lot 3 of Block 2 of the Commercial Club Survey of the City of Hattiesburg, Mississippi, and described as beginning at the Northwest corner of Lot 3, Block 2 and run in the Southeasterly direction along North line of Block 2, 51.67 feet to West right of way line of Hercules Powder Company RR Spur of the Mississippi Central RR, said spur being 25 feet from center line of said RR Spur Track measured at right angles thereto, run thence Southwesterly along RR Spur at a uniform distance of 25 feet from center line of RR to South line of Block 2, West along South line for 3.60 feet to the Southwest corner of Lot 3, North along divide line of Lots 3 and 4 for 157.80 feet to point of beginning, containing 0.092 acres. The above described land being located in forming a part of Section 16, Township 4 North, Range 13 West in the County of Forrest, State of Mississippi, and being leasehold property for a period of 99 years form November 20, 1953.

WHEREAS, the owner of the property is Benito & Weixia Semia, 113 Fox Run 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:

**Vacant Structure (International Property Maintenance Code 301.3),
Overgrown Lot (IPMC 302.4), Accumulation of Garbage and Rubbish (IPMC 308.1),
Dangerous Structure (IPMC 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 6th day of April, 2021.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 6th day of April, 2021.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

**RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY**

Case# 5 416 S. 15th Avenue

WHEREAS, on the 29th day of March, 2021, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 6th day of April, 2021, 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:

416 S. 15th Avenue PARCEL: 2-029M-09-357.00 Hattiesburg, MS, and better described as: The South twenty (20) feet of Lot Nine (9) and the North Thirty-five (35) feet of Lot ten (10) Block Twenty-two (22), of the Hattiesburg, Heights Proper Survey of the City of Hattiesburg, Mississippi, according to the official plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi.

WHEREAS, the owner of the property is The First, Tommie M. Merritt, Jane McGowen, Roger Allen, 416 S. 15th Avenue, Hattiesburg, MS 39401

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

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

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

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

Abandoned and Unsafe Structure (International Property Maintenance Code 108.1.5.7), Owner Responsibility (IPMC 301.2), Accumulation of Garbage and Rubbish (IPMC 308.1)

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

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

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

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

YEAS:

NAYS:

ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the 6th day of April, 2021.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 6th day of April, 2021.

ATTEST:

APPROVED:

CITY CLERK

MAYOR



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, April 6, 2021

Re: Adopt a Resolution authorizing Requisition No. 81 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: 2021-308
Minute Book #

Summary

Adopt a Resolution authorizing Requisition No. 81 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 April 6, 2021 City Council meeting for consideration.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI (THE “CITY”) AUTHORIZING REQUISITION NO. 81 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. **81** from the Project Fund Construction Account under the Loan in the total aggregate amount of **\$149,365.76** 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. **81** from the Project Fund Construction Account under the Loan in the total aggregate amount of **One Hundred Forty-Nine Thousand Three Hundred Sixty-Five and 76/100 dollars (\$149,365.76)** 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 **6th** day of **April, 2021**.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the **6th** day of **April, 2021**.

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.: 81

DATE OF REQUISITION: 4/6/2021

Item #	Payee Name & Address	Budget Line Item	Payment Amount	Invoice #	Purpose of Payment
1	C B Developers, Inc. 1716 Evelyn Gandy Pkwy., Suite 40 Hattiesburg, MS 39401	093695.7245.13	145,398.26	Pay App. No. 10	Katie Ave & Arledge St Infrastructure Period: 4/30/2020 - 11/8/2020 MB 2018-212
2	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7245.13	940.00	21907	Katie Ave & Arledge St Infrastructure Period: 1/23/21 - 2/27/21 MB 2018-25 SDW #11258
3	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7220.75	700.00	21921	CIPP Project Period: 1/23/21 - 2/27/21 MB 2011-4/89-110 SDW #11256
4	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7220.74	2,327.50	21924	Sewer Improvements Ph XII Period: 1/23/21 - 2/27/21 MB 2011-4/89-110 SDW #1273-S012
			<u>149,365.76</u>		



Engineering Progress

March 2, 2021

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

Attn: Lamar Rutland, P.E.

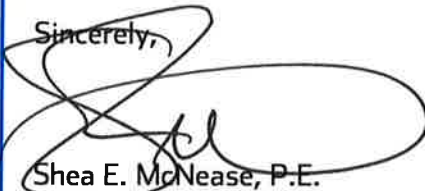
**RE: Infrastructure Rehabilitation, Arledge Street and Katie Avenue Area
City of Hattiesburg**

Dear Lamar:

Enclosed please find Pay Estimate No. 10 in the amount of \$145,398.26 for the above referenced project.

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

Sincerely,



Shea E. McNease, P.E.
Project Engineer

/md

Enclosure

cc: C.B. Developers, Inc.
SDW

093695.7245.13
MB 2018-212

RECEIVED
3/25/21



102/24/2021

Approved Change Orders		
Number	Additions	Deductions
TOTALS		
NET CHANGE BY CHANGE ORDERS		

- \$192,955.17**

The undersigned Contractor certifies, to the best of its knowledge, the following:

- (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
- (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and
- (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

\$145,398.26

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract):										2/24/2021		Application Number: 10		
Application Period: 4/31/2020 - 11-8-2020										Application Date: 2/24/2021				
A														
Item		Contract Information						B		C	D	E	F	
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)		Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)		
ARLEDGE STREET (ROADWAY)														
1	CLEARING AND GRUBBING	1	LS	\$622.20		\$622.20	1	\$622.20		\$622.20	100.0%			
2	REMOVAL OF ASPHALT PAVEMENT, ALL DEPTHS	685	SY	\$3.11		\$2,130.35	43.56	\$135.47		\$135.47	6.4%	\$1,994.88		
3	REMOVAL OF CURB &/ OR CURB & GUTTER, ALL TYPES	707	LF	\$3.11		\$2,198.77	560	\$1,741.60		\$1,741.60	79.2%	\$457.17		
4	REMOVAL OF UTILITIES	1	LS	\$12,444.00		\$12,444.00	1	\$12,444.00		\$12,444.00	100.0%			
5	EXCESS EXCAVATION, LVM, AH	65	CY	\$14.93		\$970.45						\$970.45		
6	SAND BAGS	150	EA	\$18.67		\$2,800.50						\$2,800.50		
7	WATILLED, 20"	150	LF	\$9.01		\$1,351.50						\$1,351.50		
8	GRANULAR MATERIAL (LVM) (CLASS 9, GROUP B)	98	CY	\$9.96		\$976.08	493	\$4,910.28		\$4,910.28	503.1%	-\$3,934.20		
9	9.5 MM, MT, ASPHALT PAVEMENT	197	TON	\$205.33		\$40,450.01	304.03	\$62,426.48		\$62,426.48	154.3%	-\$21,976.47		
10	19 MM, MT, ASPHALT PAVEMENT	81	TON	\$205.33		\$16,631.73						\$16,631.73		
11	COLD MILLING OF BITUMINOUS PAVEMENT, ALL DEPTHS	1,479	SY	\$14.93		\$22,081.47						\$22,081.47		
12	CONCRETE DRIVEWAY, WITHOUT REINFORCEMENT, 6" TH	178	SY	\$78.40		\$13,955.20	303	\$23,755.20		\$23,755.20	170.2%	-\$9,800.00		
13	COMBINATION CONCRETE CURB & GUTTER, PER PLANS	520	LF	\$26.13		\$13,587.60	980	\$25,607.40		\$25,607.40	188.5%	-\$12,019.80		
14	CONCRETE SIDEWALK, WITHOUT REINFORCEMENT	386	SY	\$53.51		\$20,654.86	246.25	\$13,176.84		\$13,176.84	63.8%	\$7,478.02		
15	CLASS "B" STRUCTURAL CONCRETE - MINOR STRUCTURES	26	CY	\$2,001.00		\$52,026.00	34.2	\$68,434.20		\$68,434.20	131.5%	-\$16,408.20		
16	REINFORCING STEEL	2,370	LBS	\$1.80		\$4,266.00	3253.2	\$5,855.76		\$5,855.76	137.3%	-\$1,589.76		
17	18" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER TYPE	312	LF	\$37.18		\$11,600.16	310	\$11,525.80		\$11,525.80	99.4%	\$74.36		
18	24" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER TYPE	226	LF	\$53.15		\$12,011.90	250	\$13,287.50		\$13,287.50	110.6%	-\$1,275.60		
19	8" CORRUGATED POLYETHYLENE PIPE	12	LF	\$36.55		\$438.60	20	\$731.00		\$731.00	166.7%	-\$292.40		
20	10" CORRUGATED POLYETHYLENE PIPE	12	LF	\$39.30		\$471.60	20	\$786.00		\$786.00	166.7%	-\$314.40		
21	12" CORRUGATED POLYETHYLENE PIPE	12	LF	\$41.92		\$503.04	20	\$838.40		\$838.40	166.7%	-\$335.36		
22	CASTINGS	553	LBS	\$7.35		\$4,064.55	553	\$4,064.55		\$4,064.55	100.0%			
23	6" THERMOPLASTIC TRAFFIC STRIPE, CONTINUOUS YELLOW	1,490	LF	\$1.24		\$1,847.60						\$1,847.60		
24	THERMOPLASTIC DETAIL STRIPE, WHITE	312	LF	\$2.49		\$776.88						\$776.88		
Totals								\$250,342.68		\$250,342.68		-\$11,481.63		

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract):		Application Number: 10										
Application Period: 4/31/2020 - 11-8-2020		Application Date: 2/24/2021										
Item		A			B			C	D	E	F	
Bid Item No.	Description	Item Quantity	Contract Information			Total Value of Item (\$)	Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
			Units	Unit Price								
	SUBTOTAL FROM PREVIOUS PAGE					\$238,861.05		\$250,342.68		\$250,342.68		-\$11,481.63
25	THERMOPLASTIC LEGEND, WHITE	142	LF	\$2.49		\$353.58						\$353.58
26	DETECTABLE WARNING, PER PLANS	165	SF	\$68.44		\$11,292.60						\$11,292.60
27	STANDARD ROADSIDE SIGNS, SHEET ALUMINUM, 0.125" TH	10	SF	\$24.27		\$242.70						\$242.70
28	STEEL U-SECTION POSTS, 2.0 LBS/FT	52	LF	\$9.96		\$517.92						\$517.92
29	MAINTENANCE OF TRAFFIC	1	LS	\$10,577.40		\$10,577.40		\$10,577.40		\$10,577.40	100.0%	
30	MOBILIZATION	1	LS	\$31,110.00		\$31,110.00		\$31,110.00		\$31,110.00	100.0%	
	KATIE AVENUE (ROADWAY)											
1	CLEARING AND GRUBBING	1	LS	\$622.20		\$622.20	1	\$622.20		\$622.20	100.0%	
2	REMOVAL OF ASPHALT PAVEMENT, ALL DEPTHS	1,782	SY	\$3.11		\$5,542.02	1,108.19	\$3,446.47		\$3,446.47	62.2%	\$2,095.55
3	REMOVAL OF CONCRETE PAVEMENT, ALL DEPTHS	22	SY	\$3.11		\$68.42	574.95	\$1,788.09		\$1,788.09	2613.4%	-\$1,719.67
4	REMOVAL OF CONCRETE WALKS, ALL DEPTHS	217	SY	\$3.11		\$674.87	217	\$674.87		\$674.87	100.0%	
5	REMOVAL OF CURB &/ OR CURB & GUTTER, ALL TYPES	440	LF	\$3.11		\$1,368.40	440	\$1,368.40		\$1,368.40	100.0%	
6	REMOVAL OF UTILITIES	1	LS	\$12,444.00		\$12,444.00	1	\$12,444.00		\$12,444.00	100.0%	
7	REMOVAL OF INLET AND JUNCTION BOX, ALL TYPES & SIZES	1	EA	\$186.66		\$186.66						\$186.66
8	REMOVE AND RESET SIGNS, ALL SIZES	2	EA	\$24.88		\$24.88						\$24.88
9	EXCESS EXCAVATION, LVM, AH	346	CY	\$3.73		\$1,290.58						\$1,290.58
10	SAND BAGS	150	EA	\$18.67		\$2,800.50						\$2,800.50
11	WATTLES, 20"	250	LF	\$10.86		\$2,715.00						\$2,715.00
12	GRANULAR MATERIAL (LYMK) CLASS 9, GROUP B)	519	CY	\$9.96		\$5,169.24						\$5,169.24
13	9.5 MM. MT. ASPHALT PAVEMENT	97	TON	\$205.33		\$19,917.01						\$19,917.01
14	19 MM. MT. ASPHALT PAVEMENT	312	TON	\$205.33		\$64,062.96						\$64,062.96
15	COLD MILLING OF BITUMINOUS PAVEMENT, ALL DEPTHS	20	SY	\$14.93		\$298.60						\$298.60
16	CONCRETE DRIVEWAY, WITHOUT REINFORCEMENT, 6" TH	91	SY	\$78.40		\$7,134.40						\$7,134.40
17	CONCRETE DRIVEWAY, WITHOUT REINFORCEMENT, 6" TH	19	SY	\$112.00		\$2,128.00						\$2,128.00
18	COMBINATION CONCRETE CURB & GUTTER, PER PLANS	723	LF	\$26.13		\$18,891.99						\$18,891.99
	Totals					\$438,294.98		\$312,374.11		\$312,374.11		\$125,920.87

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract):										Application Number: 10			
Application Period: 4/31/2020 - 11-8-2020										Application Date: 2/24/2021			
A										F			
Bid Item No.	Item Description	Contract Information				B		C	D	E	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
		Item Quantity	Units	Unit Price	Total Value of Item (\$)								
	SUBTOTAL FROM PREVIOUS PAGE												
19	CONCRETE SIDEWALK, WITHOUT REINFORCEMENT, BROOK	477	SY	\$53.51		\$438,294.98			\$312,374.11		\$312,374.11		\$125,920.87
20	CONCRETE SIDEWALK, WITHOUT REINFORCEMENT, STAM	16	SY	\$112.00		\$1,792.00							\$25,524.27
21	CLASS "B" STRUCTURAL CONCRETE - MINOR STRUCTURES	42	CY	\$2,001.00		\$84,042.00		44.48	\$89,004.48		\$89,004.48	105.9%	\$1,792.00
22	REINFORCING STEEL	3,568	LBS	\$1.80		\$6,422.40		2285.5	\$4,113.90		\$4,113.90	64.1%	\$2,308.50
23	15" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER TYPE	12	LF	\$37.15		\$445.80		24	\$891.60		\$891.60	200.0%	\$-445.80
24	18" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER TYPE	230	LF	\$37.18		\$8,551.40		193	\$7,175.74		\$7,175.74	83.9%	\$1,375.66
25	24" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER TYPE	31	LF	\$53.15		\$1,647.65		16	\$850.40		\$850.40	51.6%	\$797.25
26	30" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER TYPE	204	LF	\$84.35		\$17,207.40		203	\$17,123.05		\$17,123.05	99.5%	\$84.35
27	44" X 27" REINFORCED CONCRETE ARCH PIPE, CLASS A3, F	103	LF	\$126.92		\$13,072.76		102	\$12,945.84		\$12,945.84	99.0%	\$126.92
28	51" X 31" REINFORCED CONCRETE ARCH PIPE, CLASS A3, F	255	LF	\$156.67		\$39,950.85		240	\$37,600.80		\$37,600.80	94.1%	\$2,350.05
29	51" X 31" REINFORCED CONCRETE ARCH PIPE END SECTION	1	EA	\$1,891.49		\$1,891.49							\$1,891.49
30	CASTINGS	790	LBS	\$2.38		\$1,880.20		395	\$940.10		\$940.10	50.0%	\$940.10
31	6" THERMOPLASTIC TRAFFIC STRIPE, CONTINUOUS YELLOW	780	LF	\$1.24		\$967.20							\$967.20
32	THERMOPLASTIC DETAIL STRIPE, WHITE	336	LF	\$2.49		\$836.64							\$836.64
33	THERMOPLASTIC LEGEND, WHITE	103	LF	\$2.49		\$256.47							\$256.47
34	THERMOPLASTIC LEGEND, WHITE	10	SF	\$7.47		\$74.70							\$74.70
35	DETECTABLE WARNING, PER PLANS	141	SF	\$68.44		\$9,650.04							\$9,650.04
36	STANDARD ROADSIDE SIGNS, SHEET ALUMINUM, 0.125" TH	20	SF	\$24.27		\$485.40							\$485.40
37	STEEL U-SECTION POSTS, 2.0 LBS/FT	78	LF	\$9.96		\$776.88							\$776.88
38	MAINTENANCE OF TRAFFIC	1	LS	\$10,577.40		\$10,577.40		1	\$10,577.40		\$10,577.40	100.0%	
39	MOBILIZATION	1	LS	\$31,110.00		\$31,110.00		1	\$31,110.00		\$31,110.00	100.0%	
	TRAFFIC SIGNAL RELOCATION												
1	RELOCATION OF EXISTING TRAFFIC SIGNAL CONTROLLER	1	LS	\$43,460.68		\$43,460.68		1	\$43,460.68		\$43,460.68	100.0%	
2	REMOVAL OF EXISTING TRAFFIC CONTROLLER BASE	1	EA	\$1,866.60		\$1,866.60		1	\$1,866.60		\$1,866.60	100.0%	
3	MAINTENANCE OF TRAFFIC	1	LS	\$3,111.00		\$3,111.00		1	\$3,111.00		\$3,111.00	100.0%	
	Totals					\$743,896.21			\$573,145.70		\$573,145.70		\$170,750.51

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract):		Application Number: 10			
Application Period: 4/31/2020 - 11-8-2020		Application Date: 2/24/2021			
Bid Item No.	Item Description	Contract Information			F
		Item Quantity	Units	Total Value of Item (\$)	
4	SUBTOTAL FROM PREVIOUS PAGE	1	LS	\$743,896.21	
	MOBILIZATION			\$8,088.60	
1	ARLEGE STREET (WATER)				
2	12" CLASS 350 DUCTILE IRON WATER LINE (OPEN CUT)	670	LF	\$30,505.10	
3	8" CLASS 350 DUCTILE IRON WATER LINE (OPEN CUT)	20	LF	\$745.80	
4	6" CLASS 350 DUCTILE IRON WATER LINE (OPEN CUT)	20	LF	\$672.00	
5	4" CLASS 350 DUCTILE IRON WATER LINE (OPEN CUT)	10	LF	\$322.10	
6	3" SCH. 80 PVC (OPEN CUT)	90	LF	\$1,336.50	
7	2" SCH. 80 PVC (OPEN CUT)	12	LF	\$13.64	
8	1-1/2" SCH. 80 PVC (OPEN CUT)	60	LF	\$13.36	
9	20" STEEL CASING (BORED)	60	LF	\$170.73	
10	16" DR-11 HDPE (OPEN CUT)	60	LF	\$198.01	
11	TRACER WIRE SYSTEM	942	LF	\$3,551.34	
12	8" GATE VALVE	1	EA	\$1,515.62	
13	6" GATE VALVE	1	EA	\$1,168.44	
14	CONNECTION: PROPOSED 12" TO EXISTING 20" (HOT TAP)	1	EA	\$9,217.06	
15	CONNECTION: PROPOSED 12" TO PROPOSED 12" (TEE)	1	EA	\$7,689.95	
16	CONNECTION: PROPOSED 12" TO PROPOSED 8" (TEE & REL)	1	EA	\$5,083.13	
17	CONNECTION: PROPOSED 8" TO PROPOSED 6" (TEE & RED)	1	EA	\$2,922.16	
18	CONNECTION: PROPOSED 6" TO PROPOSED 4" (TEE)	1	EA	\$2,525.36	
19	3-WAY FIRE HYDRANT WITH APPURTENANCES (INCL. TEE)	2	EA	\$5,587.12	
20	6" FIRE SUPPRESSION CONNECTION	3	EA	\$4,895.89	
21	3" SERVICE TAP w/ VALVE FOR DOMESTIC WATER (INCL. TEE)	4	EA	\$3,941.36	
22	2" SERVICE TAP w/ VALVE FOR DOMESTIC WATER (INCL. TEE)	1	EA	\$2,708.84	
	1-1/2" SERVICE TAP w/ VALVE FOR DOMESTIC WATER (INCL. TEE)	2	EA	\$1,946.62	
KATIE AVENUE (WATER)					
Totals				\$890,558.48	
				\$715,043.73	
					\$175,514.75

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract):		Application Number: 10									
Application Period: 4/31/2020 - 11-8-2020		Application Date: 2/24/2021									
A		B									
Item		Contract Information									
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)	C	D	E	F	% (F / B)	Balance to Finish (B - F)
SUBTOTAL FROM PREVIOUS PAGE											
1	8" DUCTILE IRON WATER LINE (OPEN CUT)	460	LF	\$33.56	\$15,437.60	380	\$715,043.73		\$715,043.73		\$175,514.75
2	3" SCH. 80 PVC (OPEN CUT)	41	LF	\$21.07	\$863.87	60	\$1,264.20		\$12,752.80	82.6%	\$2,684.80
3	1-1/2" SCH. 80 PVC (OPEN CUT)	40	LF	\$19.59	\$783.60	60	\$1,175.40		\$1,264.20	146.3%	-\$400.33
4	TRACER WIRE SYSTEM	541	LF	\$3.26	\$1,763.66	500	\$1,630.00		\$1,175.40	150.0%	-\$391.80
5	CONNECTION: PROPOSED 8" TO EXISTING 6" (HOT TAP w/	1	EA	\$4,568.39	\$4,568.39	1	\$4,568.39		\$1,630.00	92.4%	\$133.66
6	3-WAY FIRE HYDRANT WITH APPURTENANCES (INCL. TEE	1	EA	\$5,440.23	\$5,440.23	1	\$5,440.23		\$4,568.39	100.0%	
7	6" FIRE SUPPRESSION CONNECTION	1	EA	\$3,705.81	\$3,705.81	1	\$3,705.81		\$5,440.23	100.0%	
8	3" SERVICE TAP w/ VALVE FOR DOMESTIC WATER (INCL. TEE	1	EA	\$3,609.46	\$3,609.46	1	\$3,609.46		\$3,705.81	100.0%	
9	1-1/2" SERVICE TAP w/ VALVE FOR DOMESTIC WATER (INCL. TEE	1	EA	\$1,967.23	\$1,967.23	1	\$1,967.23		\$3,609.46	100.0%	
ARLEDGE (SEWER)											
1	8" PVC SEWER, SDR 26 (6'-8")	403	LF	\$29.28	\$11,799.84	210	\$6,148.80		\$1,967.23	100.0%	
2	8" PVC SEWER, SDR 26 (8'-10")	60	LF	\$34.26	\$2,055.60	150	\$5,139.00		\$6,148.80	52.1%	\$5,651.04
3	6" PVC SEWER, SDR 26 (ALL DEPTHS)	144	LF	\$22.08	\$3,179.52	173.25	\$3,825.36		\$5,139.00	250.0%	-\$3,083.40
4	TRACER WIRE SYSTEM	607	LF	\$4.47	\$2,713.29	533.25	\$2,383.63		\$3,825.36	120.3%	-\$645.84
5	48" DIAMETER PRECAST CONCRETE MANHOLE (6'-8")	2	EA	\$4,016.80	\$8,033.60	2	\$8,033.60		\$2,383.63	87.9%	\$329.66
6	60" DIAMETER PRECAST CONCRETE MANHOLE (8'-10")	1	EA	\$4,657.75	\$4,657.75	0.79	\$3,679.62		\$8,033.60	100.0%	
7	8" X 8" X 6" SERVICE TEE	6	EA	\$508.21	\$3,049.26	5	\$2,541.05		\$3,679.62	79.0%	\$978.13
8	6" PVC CLEANOUT	6	EA	\$652.53	\$3,915.18	5	\$3,262.65		\$2,541.05	83.3%	\$508.21
9	DEMOLITION AND REMOVAL OF EXISTING MANHOLE	1	EA	\$933.30	\$933.30	1	\$933.30		\$3,262.65	83.3%	\$652.53
10	ABANDONMENT OF EXISTING MANHOLE	2	EA	\$684.42	\$1,368.84	2	\$1,368.84		\$933.30	100.0%	
11	SELECT FILL MATERIAL (CLASS 9, GROUP C), LVM	766	CY	\$11.82	\$9,054.12	1752	\$20,708.64		\$1,368.84	100.0%	
KATIE AVE & EDWARDS ST (SEWER)											
1	8" PVC SEWER, SDR 26 (8'-10")	149	LF	\$34.26	\$5,104.74	395	\$13,532.70		\$20,708.64	228.7%	-\$11,654.52
2	8" PVC SEWER, SDR 26 (10'-12")	306	LF	\$39.24	\$12,007.44	55	\$2,158.20		\$13,532.70	265.1%	-\$8,427.96
3	6" PVC SEWER, SDR 26 (ALL DEPTHS)	81	LF	\$15.57	\$1,261.17	62	\$965.34		\$2,158.20	18.0%	\$9,849.24
Totals					\$997,831.98		\$825,837.98		\$965.34	76.5%	\$295.83
									\$825,837.98		\$171,994.00

Monthly Totals

For (Contract):	Application Number: 10
Application Period: 4/31/2020 - 11-8-2020	Application Date: 2/24/2021

ITEM NUMBER	DESCRIPTION	1	2	3	4	5	6	7	8	9	10	TOTAL
	ARLEDGE STREET (ROADWAY)											
1	CLEARING AND GRUBBING	1										1
2	REMOVAL OF ASPHALT PAVEMENT, ALL DEPTHS	43.56										43.56
3	REMOVAL OF CURB &/ OR CURB & GUTTER, ALL TYPES					560						560
4	REMOVAL OF UTILITIES			1								1
5	EXCESS EXCAVATION, LVM, AH											
6	SAND BAGS											
7	WATTLED, 20"											
8	GRANULAR MATERIAL (LVM) (CLASS 9, GROUP B)										493	493
9	9.5 MM, MT, ASPHALT PAVEMENT										304.03	304.03
10	19 MM, MT, ASPHALT PAVEMENT											
11	COLD MILLING OF BITUMINOUS PAVEMENT, ALL DEPTHS											
12	CONCRETE DRIVEWAY, WITHOUT REINFORCEMENT, 6" THICK, BROOM FINISH										303	303
13	COMBINATION CONCRETE CURB & GUTTER, PER PLANS									130	850	980
14	CONCRETE SIDEWALK, WITHOUT REINFORCEMENT									12	234.25	246.25
15	CLASS "B" STRUCTURAL CONCRETE - MINOR STRUCTURES					9.12	5.98		7	12.1		34.2
16	REINFORCING STEEL					1084	526.2			1089	554	3253.2
17	18" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER TYPE GASKETS					235	75					310
18	24" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER TYPE GASKETS					250						250
19	8" CORRUGATED POLYETHYLENE PIPE					20						20
20	10" CORRUGATED POLYETHYLENE PIPE						20					20
21	12" CORRUGATED POLYETHYLENE PIPE						20					20
22	CASTINGS									553		553
23	6" THERMOPLASTIC TRAFFIC STRIPE, CONTINUOUS YELLOW											
24	THERMOPLASTIC DETAIL STRIPE, WHITE											

Monthly Totals

For (Contract):	Application Number:	10
Application Period:	Application Date:	2/24/2021

ITEM NUMBER	DESCRIPTION	1	2	3	4	5	6	7	8	9	10	TOTAL
25	THERMOPLASTIC LEGEND, WHITE											
26	DETECTABLE WARNING, PER PLANS											
27	STANDARD ROADSIDE SIGNS, SHEET ALUMINUM, 0.125" THICKNESS											
28	STEEL U-SECTION POSTS, 2.0 LBS/FT											
29	MAINTENANCE OF TRAFFIC	0.25	0.1	0.1		0.55						1
30	MOBILIZATION	0.4	0.1	0.1		0.4						1
KATIE AVENUE (ROADWAY)												
1	CLEARING AND GRUBBING	1										1
2	REMOVAL OF ASPHALT PAVEMENT, ALL DEPTHS	350	736.86	21.33								1108.19
3	REMOVAL OF CONCRETE PAVEMENT, ALL DEPTHS	71.34	249.72	253.89								574.95
4	REMOVAL OF CONCRETE WALKS, ALL DEPTHS											
5	REMOVAL OF CURB &/ OR CURB & GUTTER, ALL TYPES		11									217
6	REMOVAL OF UTILITIES				1							440
7	REMOVAL OF INLET AND JUNCTION BOX, ALL TYPES & SIZES											1
8	REMOVE AND RESET SIGNS, ALL SIZES											
9	EXCESS EXCAVATION, LVM, AH											
10	SAND BAGS											
11	WATTLES, 20"											
12	GRANULAR MATERIAL (LVM)(CLASS 9, GROUP B)											
13	9.5 MM. MT. ASPHALT PAVEMENT											
14	19 MM. MT. ASPHALT PAVEMENT											
15	COLD MILLING OF BITUMINOUS PAVEMENT, ALL DEPTHS											
16	CONCRETE DRIVEWAY, WITHOUT REINFORCEMENT, 6" THICK, BROOM FINISH											
17	CONCRETE DRIVEWAY, WITHOUT REINFORCEMENT, 6" THICK, STAMPED AND COLORED											
18	COMBINATION CONCRETE CURB & GUTTER, PER PLANS											

Monthly Totals

For (Contract):	Application Number: 10
Application Period: 4/31/2020 - 11-8-2020	Application Date: 2/24/2021

ITEM NUMBER	DESCRIPTION	1	2	3	4	5	6	7	8	9	10	TOTAL
19	CONCRETE SIDEWALK, WITHOUT REINFORCEMENT, BROOM FINISH											
20	CONCRETE SIDEWALK, WITHOUT REINFORCEMENT, STAMPED AND COLORED											
21	CLASS "B" STRUCTURAL CONCRETE - MINOR STRUCTURES		14.18	9.3					12	3.25	5.75	44.48
22	REINFORCING STEEL		1203	790						292.5		2285.5
23	15" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER TYPE GASKETS		8	16								24
24	18" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER TYPE GASKETS			193								193
25	24" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER TYPE GASKETS			16								16
26	30" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER TYPE GASKETS			203								203
27	44" X 27" REINFORCED CONCRETE ARCH PIPE, CLASS A3, FLEXIBLE P		70	32								102
28	51" X 31" REINFORCED CONCRETE ARCH PIPE, CLASS A3, FLEXIBLE P		240									240
29	51" X 31" REINFORCED CONCRETE ARCH PIPE END SECTION											
30	CASTINGS									395		395
31	6" THERMOPLASTIC TRAFFIC STRIPE, CONTINUOUS YELLOW											
32	THERMOPLASTIC DETAIL STRIPE, WHITE											
33	THERMOPLASTIC LEGEND, WHITE											
34	THERMOPLASTIC LEGEND, WHITE											
35	DETECTABLE WARNING, PER PLANS											
36	STANDARD ROADSIDE SIGNS, SHEET ALUMINUM, 0.125" THICKNESS											
37	STEEL U-SECTION POSTS, 2.0 LBS/FT											
38	MAINTENANCE OF TRAFFIC	0.25	0.1	0.1		0.55						1
39	MOBILIZATION	0.4	0.1	0.1		0.4						1
TRAFFIC SIGNAL RELOCATION												
1	RELOCATION OF EXISTING TRAFFIC SIGNAL CONTROLLER, PER PLANS				1							1
2	REMOVAL OF EXISTING TRAFFIC CONTROLLER BASE				1							1
3	MAINTENANCE OF TRAFFIC				1							1

Monthly Totals

For (Contract):	Application Number: 10
Application Period: 4/31/2020 - 11-8-2020	Application Date: 2/24/2021

ITEM NUMBER	DESCRIPTION	1	2	3	4	5	6	7	8	9	10	TOTAL
4	MOBILIZATION				1							1
	ARLEGE STREET (WATER)											
1	12" CLASS 350 DUCTILE IRON WATER LINE (OPEN CUT)						200	442	80			722
2	8" CLASS 350 DUCTILE IRON WATER LINE (OPEN CUT)						40					40
3	6" CLASS 350 DUCTILE IRON WATER LINE (OPEN CUT)						120	25				145
4	4" CLASS 350 DUCTILE IRON WATER LINE (OPEN CUT)											
5	3" SCH. 80 PVC (OPEN CUT)							75				75
6	2" SCH. 80 PVC (OPEN CUT)							33				33
7	1-1/2" SCH. 80 PVC (OPEN CUT)						60	-60				
8	20" STEEL CASING (BORED)						60					60
9	16" DR-11 HDPE (OPEN CUT)						80					80
10	TRACER WIRE SYSTEM						500	515	80			1095
11	8" GATE VALVE											
12	6" GATE VALVE											
13	CONNECTION: PROPOSED 12" TO EXISTING 20" (HOT TAP w/ 12" VALVE)										0.3	0.3
14	CONNECTION: PROPOSED 12" TO PROPOSED 12" (TEE)							1				1
15	CONNECTION: PROPOSED 12" TO PROPOSED 8" (TEE & REDUCER)						1					1
16	CONNECTION: PROPOSED 8" TO PROPOSED 6" (TEE & REDUCERS)						1					1
17	CONNECTION: PROPOSED 6" TO PROPOSED 4" (TEE)											
18	3-WAY FIRE HYDRANT WITH APPURTENANCES (INCL. TEE, VALVE, HYDRANT, BRASS TAG, PIPE & OTHER FITTINGS)							2				2
19	6" FIRE SUPPRESSION CONNECTION							3				3
20	3" SERVICE TAP w/ VALVE FOR DOMESTIC WATER (INCL. TAP, VALVE, CURB STOP, FITTINGS, VALVE BOX, METER)						2	2				4
21	2" SERVICE TAP w/ VALVE FOR DOMESTIC WATER (INCL. TAP, VALVE, CURB STOP, FITTINGS, VALVE BOX, METER, METER BOX)							1				1
22	1-1/2" SERVICE TAP w/ VALVE FOR DOMESTIC WATER (INCL. TAP, VALVE, CURB STOP, FITTINGS, VALVE BOX, METER)						1	-1				
	KATIE AVENUE (WATER)											

Monthly Totals

For (Contract):	Application Number: 10
Application Period:	Application Date: 2/24/2021
	4/31/2020 - 11-8-2020

ITEM NUMBER	DESCRIPTION	1	2	3	4	5	6	7	8	9	10	TOTAL
1	1 8" DUCTILE IRON WATER LINE (OPEN CUT)						380					380
2	3" SCH. 80 PVC (OPEN CUT)							60				60
3	1-1/2" SCH. 80 PVC (OPEN CUT)							60				60
4	TRACER WIRE SYSTEM						380	120				500
5	CONNECTION: PROPOSED 8" TO EXISTING 6" (HOT TAP w/ 8" VALVE)						1					1
6	3-WAY FIRE HYDRANT WITH APPURTENANCES (INCL. TEE, VALVE, HYDRANT, BRASS TAG, PIPE & OTHER FITTING)						1					1
7	6" FIRE SUPPRESSION CONNECTION						1					1
8	3" SERVICE TAP w/ VALVE FOR DOMESTIC WATER (INCL. TAP, VALVE, CURB STOP, FITTINGS, VALVE BOX, METER)						1					1
9	1-1/2" SERVICE TAP w/ VALVE FOR DOMESTIC WATER (INCL. TAP, VALVE, CURB STOP, FITTINGS, VALVE BOX, METER, METE)						1					1
ARLEDGE (SEWER)												
1	1 8" PVC SEWER, SDR 26 (6'-8')		210									210
2	1 8" PVC SEWER, SDR 26 (8'-10')	150										150
3	6" PVC SEWER, SDR 26 (ALL DEPTHS)	60	50.25			63						173.25
4	TRACER WIRE SYSTEM	210	260.25			35	28					533.25
5	48" DIAMETER PRECAST CONCRETE MANHOLE (6'-8')		2									2
6	60" DIAMETER PRECAST CONCRETE MANHOLE (8'-10')	0.79										0.79
7	8" X 8" X 6" SERVICE TEE		4									4
8	6" PVC CLEANOUT		4			1						5
9	DEMOLITION AND REMOVAL OF EXISTING MANHOLE											1
10	ABANDONMENT OF EXISTING MANHOLE											1
11	SELECT FILL MATERIAL (CLASS 9, GROUP C), LVM	420				884	80	336		32		1752
KATIE AVE & EDWARDS ST (SEWER)												
1	1 8" PVC SEWER, SDR 26 (8'-10')	395										395
2	1 8" PVC SEWER, SDR 26 (10'-12')	55										55
3	6" PVC SEWER, SDR 26 (ALL DEPTHS)	8		54								62

For (Contract):	Application Number:	10
Application Period:	Application Date:	2/24/2021

EJCDC® C-620 Contractor's Application for Payment
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CITY OF HATTIESBURG
P. O. BOX 1898
HATTIESBURG, MS 39403-1898

March 4, 2021
Project No: 11258
Invoice No: 21907

Project Manager Shea McNease

Project 11258 Infrastructure Improvements on Katie Ave & Arledge St

Professional Services from January 23, 2021 to February 27, 2021

Phase CM Construction Management

Professional Personnel

	Hours	Rate	Amount	
CADD TECHNICIAN I				
Simmons, Skyler	2.00	90.00	180.00	
Sullivan, Richard	4.50	105.00	472.50	
ENGINEERING INTERN				
Kirkland, Alex	2.50	115.00	287.50	
Totals	9.00		940.00	
Total Labor				940.00
		Total this Phase		\$940.00
		Total this Invoice		\$940.00

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

093695.7245.13
MB 2018-25

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



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

March 4, 2021
Project No: 11256
Invoice No: 21921

Project Manager Kyle Wallace

Project 11256 CIPP Sewer in Various Locations

Professional Services from January 23, 2021 to February 27, 2021

Phase CM Construction Phase Services

Professional Personnel

	Hours	Rate	Amount
PROJECT ENGINEER			
Wallace, Kyle	4.00	175.00	700.00
Totals	4.00		700.00
Total Labor			700.00
Total this Phase			\$700.00
Total this Invoice			\$700.00

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

093695. 7220.75
m B 2011-4/89-110



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

March 4, 2021
Project No: 1273-S012
Invoice No: 21924

Project Manager Kyle Wallace

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

Professional Services from January 23, 2021 to February 27, 2021

Phase CM Construction Management

Professional Personnel

	Hours	Rate	Amount	
CADD TECHNICIAN I				
Sullivan, Richard	.50	105.00	52.50	
RESIDENT PROJECT REPRESENTATIVE				
Tingle, William	9.00	95.00	855.00	
ENGINEERING INTERN				
Kirkland, Alex	1.00	115.00	115.00	
RESIDENT PROJECT REPRESENTATIVE				
Broome, Blake	3.00	85.00	255.00	
PROJECT ENGINEER				
Wallace, Kyle	6.00	175.00	1,050.00	
Totals	19.50		2,327.50	
Total Labor				2,327.50
		Total this Phase		\$2,327.50
		Total this Invoice		\$2,327.50

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

093695.7220.74
MB 2011-4/89-110

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

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

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

CITY OF HATTIESBURG, MISSISSIPPI

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

As Approved by:

Regions Commercial Equipment Finance, LLC
As Purchaser

Authorized Officer

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI (THE “CITY”) AUTHORIZING REQUISITION NO. 81 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. **81** from the Project Fund Construction Account under the Loan in the total aggregate amount of **\$149,365.76** 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. **81** from the Project Fund Construction Account under the Loan in the total aggregate amount of **One Hundred Forty-Nine Thousand Three Hundred Sixty-Five and 76/100 dollars (\$149,365.76)** 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 **6th** day of **April, 2021**.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the **6th** day of **April, 2021**.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

EXHIBIT A

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

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

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

CITY OF HATTIESBURG, MISSISSIPPI

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

As Approved by:

Regions Commercial Equipment Finance, LLC
As Purchaser

Authorized Officer



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, April 6, 2021

Re: Approve Maintenance Agreement with Doleac Electric Company to maintain lights within the city that are not currently under contract with a power company for maintenance and authorize the Mayor to execute in duplicate.
File Number: 2021-291
Minute Book #

Summary

Approve Maintenance Agreement with Doleac Electric Company to maintain lights within the city that are not currently under contract with a power company for maintenance; Authorize Mayor to execute in duplicate.

Recommendation Statement

I recommend approval of this item.

Please place this on the April 6, 2021 City Council meeting for consideration.

AGREEMENT

THIS AGREEMENT is between the CITY OF HATTIESBURG and DOLEAC ELECTRIC COMPANY for labor and equipment only for the maintenance of lights within the City of Hattiesburg that are not currently under contract with a power company for maintenance.

The City of Hattiesburg agrees to:

- (a) Notify Doleac Electric Company as to when any lights are out and to mark or flag said lights.
- (b) Provide all necessary materials to make repair to said lights.

Doleac Electric Company agrees to:

- (a) Within five (5) days of notification of repair, investigate the fixture and determine the repair required.
- (b) Proceed with all simple repairs (bulbs, ballasts, fixtures, etc.). For any repair that exceeds \$1,000 for a single fixture, Doleac Electric Company will notify the City of Hattiesburg before any repairs are made.

All repairs made will be charged per the attached personnel and equipment rate sheet.

This agreement is not exclusive and the City of Hattiesburg or any other contractors of the City of Hattiesburg may at any time make repairs or modifications to said fixtures.

This agreement shall be in effect from April 1, 2021 through March 31, 2022.

Toby Barker, Mayor
City of Hattiesburg
Date: _____



Donnie Doleac
Doleac Electric Company
Date: 3/3/2021



doleac electric company, inc.

MARCH 2, 2021

LABOR AND EQUIPMENT RATES
CITY OF HATTIESBURG
MDOT LIGHTING MAINTENANCE
US HIGHWAY 49
HATTIESBURG, MS

RATES FIRM THROUGH MARCH 31, 2022

ELECTRICAL FOREMAN	\$58.30
JOURNEYMAN ELECTRICIAN	\$53.70
ELECTRICIAN APPRENTICE 1-3 YEAR	\$32.90
ELECTRICIAN APPRENTICE 4-5 YEAR	\$43.60

THE ABOVE RATES INCLUDE HAND TOOLS AND LADDERS.

SERVICE WORK BILLING SCHEDULE:

THE ABOVE RATES ARE STRAIGHT TIME RATES AND APPLY TO HOURS WORKED BETWEEN 7:00 A.M. AND 3:30 PM (NORMAL WORK DAY), ALL HOURS WORKED OUTSIDE THE NORMAL WORK DAY MONDAY THRU FRIDAY ALONG WITH ALL HOURS WORKED ON SATURDAY AND SUNDAY WILL BE BILLED AT 1-1/2 TIMES THE ABOVE RATES. HOLIDAYS WILL BE BILLED AT 2 TIMES THE ABOVE RATES.

EQUIPMENT BILLING SCHEDULE:

SERVICE TRUCK	\$	85.00 PER DAY	(1 DAY MINIMUM)
LINE TRUCK	\$	60.00 PER HOUR	(3 HOUR MINIMUM)
BUCKET TRUCK	\$	60.00 PER HOUR	(3 HOUR MINIMUM)

ANY MATERIALS AND EQUIPMENT PURCHASED BY DOLEAC ELECTRIC CO., INC. WILL BE BILLED AT INVOICE COST PLUS 20%. INVOICES WILL BE FURNISHED SHOWING ACTUAL COST, IF NECESSARY. ANY RENTAL EQUIPMENT REQUIRED AND NOT LISTED WILL BE BILLED AT CURRENT RENTAL RATES PLUS 20%



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, April 6, 2021

Re: Approve Lighting Agreement with Mississippi Power Company for additional lighting at 1814 Edwards Street with a monthly increase of \$10.61 and authorize the Mayor to execute the same.
File Number: 2021-282
Minute Book #

Summary

Approve Lighting Agreement with Mississippi Power Company for additional lighting at 1814 Edwards Street with a monthly increase of \$10.61, and authorize the Mayor to execute the same.

Recommendation Statement

I recommend approval of this lighting agreement.

Please place this on the April 6, 2021 City Council meeting for consideration.

DATE: 3/16/21

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	IN: 1	1814 Edwards St Increase \$10.61
110 WATT LED	_____	_____
190 WATT LED	_____	_____
280 WATT LED	_____	_____

OTHER FIXTURES

_____	_____	_____
_____	_____	_____
_____	_____	_____

NOTE: FOR NON ROUTINE INSTALLATIONS REQUIRING POLES, UNDERGROUND WIRING OR OTHER SPECIAL CONDITIONS PLEASE CONTACT YOUR MARKET SPECIALIST AND SPECIFIC CONTRACTS WILL BE PREPARED.

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

AND WE WILL INSTALL THE LIGHTING INSTALLATIONS THAT YOU REQUEST. YOU MAY ALSO USE THIS FORM TO REPORT LIGHTS NOT BURNING BY LISTING THE ESTIMATED SIZE AND LOCATION ON THE FORM AND FAXING TO US.



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, April 6, 2021

Re: Approve Lighting Agreement with Mississippi Power to provide additional lighting at 716 Tatum Road for a monthly increase of \$10.61 and authorize the Mayor to execute the same.
File Number: 2021-309
Minute Book #

Summary

Approve lighting agreement with Mississippi Power to provide additional lighting at 716 Tatum Road for a monthly increase of \$10.61; Authorize Mayor to execute.

Recommendation Statement

I recommend approval of this item.

Please place this on the April 6, 2021 City Council meeting for consideration.

DATE: 3/12/21

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 - 1</u>	<u>716 Tatum Rd Increase \$ 10.61</u>
110 WATT LED	_____	_____
190 WATT LED	_____	_____
280 WATT LED	_____	_____

OTHER FIXTURES

_____	_____	_____
_____	_____	_____
_____	_____	_____

NOTE: FOR NON ROUTINE INSTALLATIONS REQUIRING POLES, UNDERGROUND WIRING OR OTHER SPECIAL CONDITIONS PLEASE CONTACT YOUR MARKET SPECIALIST AND SPECIFIC CONTRACTS WILL BE PREPARED.

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

AND WE WILL INSTALL THE LIGHTING INSTALLATIONS THAT YOU REQUEST. YOU MAY ALSO USE THIS FORM TO REPORT LIGHTS NOT BURNING BY LISTING THE ESTIMATED SIZE AND LOCATION ON THE FORM AND FAXING TO US.



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, April 6, 2021

Re: Approve Lighting Agreement with Mississippi Power Company for additional lighting at the parking lot on the corner of Mobile and 4th Streets with an upfront cost of \$5,388.00 and a monthly increase of \$293.44 and authorize the Mayor to execute the same.
File Number: 2021-293
Minute Book #

Summary

Approve Lighting Agreement with Mississippi Power Company for additional lighting at the parking lot on the corner of Mobile and 4th Streets with an upfront cost of \$5,388.00 and a monthly increase of \$293.44; authorize the Mayor to execute the same.

Recommendation Statement

I recommend approve of lighting agreement.

Please place this on the April 6, 2021 City Council meeting for consideration.

DATE: 3/22/21

RE: STREET LIGHT REQUEST AND AUTHORIZATION LETTER

FROM: CITY/TOWN OF Hattiesburg PHONE: _____

AUTHORIZED SIGNATURE _____ DATE: _____

DEVELOPER NAME _____ ACCOUNT # _____

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	_____	_____
110 WATT LED	_____	_____
190 WATT LED	_____	_____
280 WATT LED	_____	_____
OTHER FIXTURES		
<u>75 WLED</u>	<u>IN: 8</u>	<u>Mobile St Parking Lot lighting</u>
<u>Concrete Fluted</u>	<u>IN: 8</u>	<u>Upfront cost \$5,388</u>
_____	_____	<u>Monthly increase \$293.44</u>

NOTE: FOR NON ROUTINE INSTALLATIONS REQUIRING POLES, UNDERGROUND WIRING OR OTHER SPECIAL CONDITIONS PLEASE CONTACT YOUR MARKET SPECIALIST AND SPECIFIC CONTRACTS WILL BE PREPARED.

PLEASE 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, April 6, 2021

Re: Approve Amendment to the Professional Services Agreement with Shows, Dearman and Waits, Inc. dated February 21, 2017 for design engineering services on the Water Plant #1 Rehabilitation project and authorize the Mayor to execute in duplicate.
File Number: 2021-301
Minute Book #

Summary

Approve amendment to the professional services agreement with Shows, Dearman and Waits, Inc. dated February 21, 2017 for design engineering services on the Water Plant #1 Rehabilitation project and authorize Mayor to execute letter agreement in duplicate.

Recommendation Statement

I recommend approval of this item.

Please place this on the April 6, 2021 City Council meeting for consideration.



Engineering Progress

March 25, 2021

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

**RE: Water Plant #1 Rehabilitation
Hattiesburg, MS**

Mayor Barker,

Shows, Dearman & Waits, Inc. entered into a Contract with the City of Hattiesburg on February 21, 2017 to provide the design engineering services for the above referenced project.

We propose to modify the Agreement as outlined below. This will not change the scope, cost, or timeline of the engineering contract of which it is a part.

WHEREAS the agreement shall be modified to include the following:

All parties to this agreement grant access to and the right to audit, inspect, copy and examine books, financial records and other documents relating directly to the receipt and disbursement of DWSIRLF funds to the Mississippi Department of Health (MSDH) and its representatives.

The Effective Date of the contract as shown on Page 1 shall be noted as February 21, 2017.

The name of the Mayor of Hattiesburg is revised to Toby Barker.

The name and registration number of the professional engineer who will bear the primary responsibility for the engineering work on this project is Nicholas M. Connolly, P.E., P.L.S., MS Registration No. 12791.

The Loan Recipient acknowledges and agrees that the Department is not a party, in any manner whatsoever, to any contract between the DWSIRLF loan recipient and the construction contractor(s), engineer(s), attorney(s), equipment supplier(s), subcontractor(s) or any other parties of any kind whatsoever (hereinafter collectively referred to as "vendor").

The Loan Recipient also acknowledges and agrees that any benefit to vendors contracting with the Loan Recipient arising from or associated with this contract is strictly incidental and all such vendors are not and are not intended to be considered as

third-party beneficiaries under any agreement between the Department and the Loan Recipient.

WHEREAS, in accordance with a 1992 Attorney General's opinion, Article 4, Section 100 of the Mississippi Constitution of 1890 prohibits the inclusion of provisions limiting the liability of a contractor to a public agency or county, city, or town in a public works contract.

THEREFORE, the agreement shall be modified to eliminate any clause which shall limit the liability of the Engineer to the City.

This Letter Agreement in no way modifies or changes this CONTRACT of which it becomes a part except as specifically stated herein.

Therefore, this Letter Agreement is so accepted and agreed this _____ day of _____, 2021.

City of Hattiesburg

Honorable Toby Barker, Mayor

Date

Shows, Dearman & Waits, Inc.



Nicholas M. Connolly, P.E., P.L.S., Vice President

3-29-2021

Date



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, April 6, 2021

Re: Approve Change Order No. 1 with Great Southern Recreation, LLC for the Sullivan Park Splash Pad project to add a fence enclosure around the mechanical equipment for an additional cost of \$4,640.00 and authorize the Mayor to execute in duplicate.
File Number: 2021-298
Minute Book #

Summary

Approve Change Order No. 1 with Great Southern Recreation, LLC for the Sullivan Park Splash Pad project to add a fence enclosure around the mechanical equipment for an additional cost of \$4,640.00; Authorize mayor to execute in duplicate.

Recommendation Statement

I recommend approval of this item.

Please place this on the April 6, 2021 City Council meeting for consideration.

CONTRACT CHANGE ORDER

OWNER: CITY OF HATTIESBURG

PROJECT NAME: SULLIVAN PARK SPLASH PAD

CONTRACTOR: GREAT SOUTHERN RECREATION, LLC

DATE: MARCH 22, 2021

CHANGE ORDER NUMBER: 1

REASON FOR CHANGE: ADD FENCE ENCLOSURE AROUND MECHANICAL EQUIPMENT

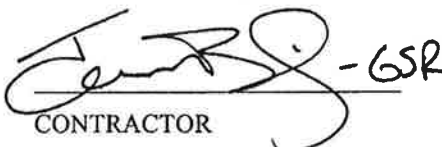
YOU ARE HEREBY REQUESTED TO COMPLY WITH THE FOLLOWING CHANGES FROM THE CONTRACT
PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS: (USE ADDITIONAL SHEETS IF REQUIRED)

ITEM NO.	DESCRIPTION OF CHANGE(S) (QUANTITIES, ETC.)	QTY	UNIT COST	TOTAL CONTRACT
27.0	Black Vinyl Chain Link Fence 6' Height Commercial Rated, 1-5/8" Top Rail Sched 40, 3" Terminal & Gate Posts, Commercial Grade Wire & Hinges, 5' Access Gate, Powder Coat Finish [ADD PAY ITEM] <i>*Not-to-exceed amount; cost may decrease depending on final, approved layout of mechanical equipment, slab and fence/gate.</i>	1	\$4,640.00*	\$4,640.00*

TOTAL CONTRACT CHANGE	\$ 4,640.00
	TOTAL CONTRACT
ORIGINAL CONTRACT AMOUNT:	\$ 183,488.10
CURRENT CONTRACT AMOUNT:	\$ 183,488.10
THIS CONTRACT CHANGE	\$ 4,640.00
REVISED CONTRACT AMOUNT:	\$ 188,128.10
CURRENT CONTRACT COMPLETION DATE:	April 21, 2021
TIME EXTENSION REQUIRED BY CHANGE:	0 Calendar Days
REVISED CONTRACT COMPLETION DATE:	April 21, 2021

THIS DOCUMENT SHALL BE AN AMENDMENT TO THE CONTRACT AND ALL PROVISIONS OF THE CONTRACT WILL APPLY.

RECOMMENDED BY:  3/22/21
NEEL-SCHAFER, INC. DATE

ACCEPTED BY:  - GSR 3/22/21
CONTRACTOR DATE

ACCEPTED BY: _____
OWNER DATE



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Sherrocko Stewart, Fire Chief, Danny Wade, Assistant Fire Chief

cc:

Date: Tuesday, April 6, 2021

Re: Approve Memorandum of Understanding between Mississippi State Fire Academy (MSFA) and the Hattiesburg Fire Department to provide the course for the NFPA 1001-I-II F and authorize Deputy Fire Chief to execute the same.
File Number: 2021-283
Minute Book #MB 2020-190-191 / Approved and authorized

Summary

Memorandum of Understanding with the State Fire Academy to provide the course NFPA 1001-I-II-F.

Recommendation Statement

I recommend approval of the Memorandum of Understanding.

Please place this on the April 6, 2021 City Council meeting for consideration.



STATE FIRE ACADEMY



Terry Wages
Executive Director

Division of Mississippi Department of Insurance
1 Fire Academy U.S.A.
Jackson, Mississippi 39208-9600
Phone: (601) 932-2444

Mike Chaney
Insurance Commissioner

Memorandum of Understanding (Rev. 9/2019)

This Memorandum of Understanding is entered into between the Mississippi State Fire Academy (MSFA), #1 Fire Academy USA, Jackson, MS 39208 (Rankin County Mississippi) and the following Customer:

Customer Name: Hattiesburg Fire Department
Address: 622 Corinne Street
City, State Zip: Hattiesburg, MS 39401
Phone: 601-582-3311
Fax: 601-545-4652
Federal ID Number: _____
Contact Person/Title: Chris Carr / Battalion Chief
Email Address: ccarr@hattiesburgms.com

1. DATE(S) OF SERVICE: March 8, 2021

2. LOCATION FOR SERVICE TO BE PERFORMED: Hattiesburg Training Center

3. DESCRIPTION OF SERVICE TO BE PROVIDED TO CUSTOMER Mississippi State Fire Academy (MSFA) shall provide the course NFPA 1001-I-II F. Academy Staff will provide the local course coordinator a complete package to manage the delivery of the course. **No books are included.** MSFA will administer all written and skill examinations.

Examination dates must be approved by MSFA personnel. All communications concerning test scores, student activities, etc. shall be between the MSFA coordinator and the local course manager. Certificate will be issued upon successful completion of course.

All documents and curriculum provided to you from the MSFA is the property of MSFA and cannot be duplicated for use outside of this delivery. **No books are included, and customer is wholly responsible for purchasing any required books through the textbook publisher.**

4. NUMBER OF STUDENTS THIS MEMORANDUM OF UNDERSTANDING APPLIES TO:

Minimum Number: currently removed due to COVID-19 Maximum Number: 15

5. SERVICE FEE: Total Cost: 7 Students X \$500.00 = \$3,000 And/or Cost Per Student: \$500.00 / student

9 students Hattiesburg Fire Department

Customer agrees to pay the service fee for the minimum number of seats being reserved herein, regardless of whether the minimum number of students actually attends the training.

If a Purchase Order is required for this service, indicate so and provide a purchase order number and/or copy of the purchase order:

Please note : If there is more than one department/organization entering this agreement for this course and the fee is split between the departments/organizations, the cost per student is based on the provided number of students. If the number of students from participating departments/organizations changes, the cost per student will change. However, the total of the fees will equal the total cost above and will be split between the participating departments/organizations.

If on Academy campus Monday through Thursday, are meals to be provided: ☐ Yes ☒ No If Yes, indicate which meals are provided: _____ Breakfast served 6:30 a.m. to 7:15 a.m. _____ Lunch served 11:30 a.m. to 12:45 p.m.

If on Academy campus Monday through Thursday, are dorm beds requested: ☐ Yes _____ # of Beds ☒ No

Note: An invoice will be submitted to the customer upon completion of the service. If a purchase order number is required from your company, please fill in the appropriate blocks on this form. Payment for services is due within thirty (30) days of completion of services and receipt of invoice.

6. MODIFICATION, AMENDMENT, OR TERMINATION OF AGREEMENT:

Modifications, amendments, or termination of the Memorandum of Understanding may be made upon mutual agreement of both parties but must be in writing and signed by both parties. This Agreement may be terminated by the Academy upon written notice to the Customer should the Academy be subject to governmental budgetary cuts or if personnel cuts limit the amount of available manpower necessary to execute the professional service.

7. INSURANCE:

Customer represents that it will maintain workers' compensation insurance as prescribed by law that will insure to the benefit of the customer's personnel, as well as comprehensive general liability insurance. The Academy represents that it maintains workers compensation insurance for Academy personnel during the course of their official duties. Further, the Academy represents that as a state agency, the Mississippi Tort Claims Board views the organization as a sub-agency of the Mississippi Insurance Department. The Mississippi Insurance Department is certified by the Mississippi Tort Claims Board by participating in the Mississippi Tort Claims Fund as set forth in Chapter 46, Title 11, Mississippi Code 1972, as amended. This fund provides protection for tort claims against state employees and agencies subject to terms and limitations established by law while in the scope of their duties.

8. GOVERNING LAW:

This Agreement will be construed and governed in accordance with the laws of the State of Mississippi excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State.

9. ACADEMY COURSE MATERIAL IS PROTECTED PROPERTY:

Academy course instructional material (lesson plans, power point presentations, handouts, skills check offs, etc.) shall be considered Protected Property belonging to the Academy. If part of this agreement is to provide the Customer this information for performance of this agreement, the Customer shall not copy, duplicate, transcribe, or any other form of duplication, in whole or in part, any course material submitted to them for use in fulfilling this Memorandum of Understanding, either directly or indirectly, for personal benefit, the benefit of another, or for future use. This statement of policy shall continue to be in effect whether or not the Agreement is terminated or has expired. Additionally, if any state property is utilized as part of this agreement, the Customer assures proper custody and care of the property (withstanding normal use and wear and tear).

10. ACKNOWLEDGEMENT OF MEMORANDUM OF UNDERSTANDING:

This constitutes the entire agreement of both parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating thereto. For the faithful performance of the terms of this agreement, the parties hereto have caused this Agreement to be executed by their undersigned authorized representatives.

PARTIES IN AGREEMENT:

Mississippi State Fire Academy
Authorized Personnel: Terry Wages, Executive Director
Authorized Personnel: Paul Ammerman, Admin. Svcs.
Daniel Cross, Instructional Svcs.

Customer: Hattiesburg Fire Department
Authorized Personnel: Danny Wade
Title: Assistant Chief
Authorized Personnel: Chris Carr, Battalion Chief

Signature/Date

Signature/Date

Signature/Date

Optional Signature/Date:

Academy Contact Regarding this Agreement:

If a Purchase Order is required for this service, indicate so and provide a purchase order number and/or copy of the purchase order:

Telephone:

Email:

Customer Invoicing/Billing Address:

Contact Name:

Contact Phone Number:



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director

cc:

Date: Tuesday, April 6, 2021

Re: Approve Rental Agreement between the City of Hattiesburg and RJ Young for a copier located in the Community Development Division office, for a period of 48 months, at a cost of \$206.37 per month and authorize the Mayor to execute the same.
File Number: 2021-289
Minute Book #

Summary

Approve Rental Agreement between the City of Hattiesburg and RJ Young for a copier located in the Community Development Division office, for a period of 48 months, at a cost of \$206.37 per month and authorize the Mayor to execute the same.

Recommendation Statement

Recommend authorization of rental agreement.

Please place this on the April 6, 2021 City Council meeting for consideration.

RENTAL AGREEMENT
FOR USE BY MISSISSIPPI AGENCIES & GOVERNING AUTHORITIES
AND VENDORS
(applicable to equipment rental transactions)

This Rental Agreement (hereinafter referred to as Agreement) is entered into by City of Hattiesburg (hereinafter referred to as Customer), and Canon (hereinafter referred to as Vendor). This Agreement becomes effective upon signature by Customer and Vendor, and shall take precedence over all agreements and understandings between the parties. Vendor, by its acceptance hereof, agrees to rent to Customer, and Customer, by its acceptance hereof, agrees to rent from Vendor, the equipment, including applicable software and services to render it continually operational, listed in Exhibit A, which is attached hereto and incorporated herein.

1. CUSTOMER ACCOUNT ESTABLISHMENT: separate Vendor Customer Number will be required for each specific customer/installation location.

A. The Customer is identified as the entity on the first line of the "bill-to" address. All invoices and notices of changes will be sent to the "bill-to" address in accordance with Paragraph 8 herein.

B. Ship-to and/or Installed-at address is the location to which the initial shipment of equipment/supplies will be made and the address to which service representatives will respond. Subsequent shipments of supplies for installed equipment will also be delivered to the "installed-at" address unless otherwise requested.

C. Unless creditworthiness for this Customer Number has been previously established by Vendor, Vendor's Credit Department may conduct a credit investigation for this Agreement. Notwithstanding delivery of equipment, Vendor may revoke this Agreement by written notice to the Customer if credit approval is denied within thirty (30) days after the date this Agreement is accepted for Vendor by an authorized representative.

2. EQUIPMENT SELECTION, PRICES, AND AGREEMENT: The Customer has selected and Vendor agrees to provide the equipment, including applicable software and services to render it continually operational, identified on Exhibit A attached to this Agreement. The specific prices, inclusive of applicable transportation charges, are as set forth on the attached Exhibit A. The parties understand and agree that the Customer is exempt from the payment of taxes.

3. SHIPPING AND TRANSPORTATION: Vendor agrees to pay all non-priority, ground shipping, transportation, rigging and drayage charges for the equipment from the equipment's place of manufacture to the installation address of the equipment as specified under this Agreement. If any form of express shipping method is requested, it will be paid for by Customer.

4. RISK OF LOSS OR DAMAGE TO EQUIPMENT: While in transit, Vendor shall assume and bear the entire risk of loss and damage to the equipment from any cause whatsoever. If, during the period the equipment is in Customer's possession, due to gross negligence of the customer, the equipment is lost or damaged, then, the customer shall bear the cost of replacing or repairing said equipment.

5. DELIVERY, INSTALLATION, ACCEPTANCE, AND RELOCATION:

A. DELIVERY: Vendor shall deliver the equipment to the location specified by Customer and pursuant to the delivery schedule agreed upon by the parties. If, through no fault of the Customer, Vendor is unable to deliver the equipment or software, the prices, terms and conditions will remain unchanged until delivery is made by Vendor. If, however, Vendor does not deliver the equipment or software within ten (10) working days of the delivery due date, Customer shall have the right to terminate the order without penalty, cost or expense to Customer of any kind whatsoever.

B. INSTALLATION SITE: At the time of delivery and during the period Vendor is responsible for maintenance of the equipment, the equipment installation site must conform to Vendor's published space, electrical and environmental requirements; and the Customer agrees to provide, at no charge, reasonable access to the equipment and to a telephone for local or toll free calls.

C. INSTALLATION DATE: The installation date of the equipment shall be that date as is agreed upon by the parties, if Vendor is responsible for installing the equipment.

D. ACCEPTANCE: Unless otherwise agreed to by the parties, Vendor agrees that Customer shall have ten (10) working days from date of delivery and installation, to inspect, evaluate and test the equipment to confirm that it is in good working order.

E. RELOCATION: Customer may transfer equipment to a new location by notifying Vendor in writing of the transfer at least thirty (30) calendar days before the move is made. If Vendor is responsible for maintenance of the equipment, this notice will enable Vendor to provide technical assistance in the relocation efforts, if needed, as well as to update Vendor's records as to machine location. There will be no cessation of rental charges during the period of any such transfer. The Vendor's cost of moving and reinstalling equipment from one location to another is not included in this Agreement, and Customer agrees to pay Vendor, after receipt of invoice of Vendor's charges with respect to such moving of equipment, which will be billed to Customer in accordance with Vendor's standard practice then in effect for commercial users of similar equipment or software and payment remitted in accordance with Paragraph 8 herein.

6. RENTAL TERM: The rental term for each item of equipment shall be that as stated in the attached Exhibit A. If the Customer desires to continue renting the equipment at the expiration of the original rental agreement, the Customer must enter into a new rental agreement which shall be separate from this Agreement. There will be no automatic renewals allowed. There shall be no option to purchase.

7. OWNERSHIP: Unless the Customer has obtained title to the equipment, title to the equipment shall be and remain vested at all times in Vendor or its assignee and nothing in this Agreement shall give or convey to Customer any right, title or interest therein, unless purchased by Customer. Nameplates, stencils or other indicia of Vendor's ownership affixed or to be affixed to the equipment shall not be removed or obliterated by Customer.

8. PAYMENTS:

A. INVOICING AND PAYMENTS: The charges for the equipment, software or services covered by this Agreement are specified in the attached Exhibit A. Charges for any partial month for any item of equipment shall be prorated based on a thirty (30) day month. Vendor shall submit an invoice with the appropriate documentation to Customer.

1. E-PAYMENT: The Vendor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The Customer agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies", Section 31-7-301, *et seq.* of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of the invoice.

2. PAYMODE: Payments by state agencies using Mississippi's Accountability System for Government Information and Collaboration (MAGIC) shall be made and remittance information provided electronically as directed by the State. The State, may at its sole discretion, require the Vendor to submit invoices and supporting documentation electronically at any time during the term of this Agreement. These payments shall be deposited into the bank account of the Vendor's choice. The Vendor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

B. METER READINGS: If applicable, the Customer shall provide accurate and timely meter readings at the end

of each applicable billing period on the forms or other alternative means specified by Vendor. Vendor shall have the right, upon reasonable prior notice to Customer, and during Customer's regular business hours, to inspect the equipment and to monitor the meter readings. If Customer meter readings are not received in the time to be agreed upon by the parties, the meter readings may be obtained electronically or by other means or may be estimated by Vendor subject to reconciliation when the correct meter reading is received by Vendor.

C. COPY CREDITS: If applicable, if a copier is being rented, the Customer will receive one (1) copy credit for each copy presented to Vendor which, in the Customer's opinion, is unusable and also for each copy which was produced during servicing of the equipment. Copy credits will be issued only if Vendor is responsible for providing equipment services or maintenance services (except time and materials maintenance). Copy credits will be reflected on the invoice as a reduction in the total copy volume, except for run length plans which will be credited at a specific copy credit rate as shown on the applicable price list.

9. USE OF EQUIPMENT: Customer shall operate the equipment according to the manufacturer's specifications and documented instructions. Customer agrees not to employ or use additional attachments, features or devices on the equipment or make changes or alterations to the equipment covered hereby without the prior written consent of Vendor in each case, which consent shall not be unreasonably withheld.

10. MAINTENANCE SERVICES, EXCLUSIONS, AND REMEDIES:

A. SERVICES: If Vendor is responsible for providing equipment services, maintenance services (except for time and materials), or warranty services: (1) Vendor shall install and maintain the equipment and make all necessary adjustments and repairs to keep the equipment in good working order. (2) Parts required for repair may be used or reprocessed in accordance with Vendor's specifications and replaced parts are the property of Vendor, unless otherwise specifically provided on the price lists. (3) Services will be provided during Customer's usual business hours. (4) If applicable, Customer will permit Vendor to install, at no cost to Customer, all retrofits designated by Vendor as mandatory or which are designed to insure accuracy of meters.

B. EXCLUSIONS: The following is not within the scope of services: (1) Provision and installation of optional retrofits. (2) Services connected with equipment relocation. (3) Installation/removal of accessories, attachments or other devices. (4) Exterior painting or refinishing of equipment. (5) Maintenance, installation or removal of equipment or devices not provided by Vendor. (6) Performance of normal operator functions as described in applicable Vendor operator manuals. (7) Performance of services necessitated by accident; power failure; unauthorized alteration of equipment or software; tampering; service by someone other than Vendor; causes other than ordinary use; interconnection of equipment by electrical, or electronic or mechanical means with noncompatible equipment, or failure to use operating system software. If Vendor provides, at the request of the Customer, any of the services noted above, the Customer may be billed by Vendor at a rate not to exceed the Master State Prices Agreement between the Vendor and the State of Mississippi, or in the absence of such agreement at the then current time and materials rates.

C. REMEDIES: If during the period in which Vendor is providing maintenance services, Vendor is unable to maintain the equipment in good working order, Vendor will, at no additional charge, provide either an identical replacement or another product that provides equal or greater capabilities.

11. HOLD HARMLESS: To the fullest extent allowed by law, Vendor shall indemnify, defend, save and hold harmless, protect, and exonerate the Customer and the State of Mississippi, its Commissioners, Board Members, officers, employees, agents, and representatives from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by Vendor and/or its partners, principals, agents, employees, and/or subcontractors in the performance of or failure to perform this Agreement. In the Customer's sole discretion, Vendor may be allowed to control the defense of any such claim, suit, etc. In the event Vendor defends said claim, suit, etc., Vendor shall use legal counsel acceptable to the Customer; Vendor shall be solely liable for all reasonable costs and/or expenses associated with such defense and the Customer shall be entitled to participate in said defense. Vendor shall not settle any claim, suit, etc., without the Customer's concurrence,

which the Customer shall not unreasonably withhold.

12. ALTERATIONS, ATTACHMENTS, AND SUPPLIES:

A. If Customer makes an alteration, attaches a device or utilizes a supply item that increases the cost of services, Vendor will either propose an additional service charge or request that the equipment be returned to its standard configuration or that use of the supply item be discontinued. If, within five (5) days of such proposal or request, Customer does not remedy the problem or agree in writing to do so within a reasonable amount of time, Vendor shall have the right to terminate this Agreement as provided herein. If Vendor believes that an alteration, attachment or supply item affects the safety of Vendor personnel or equipment users, Vendor shall notify Customer of the problem and may withhold maintenance until the problem is remedied.

B. Unless Customer has obtained title to the equipment free and clear of any Vendor security interest, Customer may not remove any ownership identification tags on the equipment or allow the equipment to become fixtures to real property.

13. ASSIGNMENT: The Vendor shall not assign, subcontract or otherwise transfer in whole or in part, its right or obligations under this Agreement without prior written consent of the Customer. Any attempted assignment or transfer without said consent shall be void and of no effect.

14. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of said state. The Vendor shall comply with applicable federal, state, and local laws and regulations.

15. NOTICE: Any notice required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Vendor:

Name
Title
Address
City, State, & Zip Code

For the Customer:

Name
Title
Address
City, State, & Zip Code

16. WAIVER: Failure by the Customer at any time to enforce the provisions of this Agreement shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of this Agreement or any part thereof or the right of the Customer to enforce any provision at any time in accordance with its terms.

17. CAPTIONS: The captions or headings in this Agreement are for convenience only, and in no way define, limit or describe the scope or intent of any provision or section of this Agreement.

18. SEVERABILITY: If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

19. THIRD PARTY ACTION NOTIFICATION: Vendor shall give Customer prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Vendor by any entity that may result in litigation related in any way to this Agreement.

20. AUTHORITY TO CONTRACT: Vendor warrants that it is a validly organized business with valid authority to enter into this Agreement and that entry into and performance under this Agreement is not restricted or prohibited by any loan,

security, financing, contractual or other agreement of any kind, and notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

21. RECORD RETENTION AND ACCESS TO RECORDS: The Vendor agrees that the Customer or any of its duly authorized representatives at any time during the term of this Agreement shall have unimpeded, prompt access to and the right to audit and examine any pertinent books, documents, papers, and records of the Vendor related to the Vendor's charges and performance under this Agreement. All records related to this Agreement shall be kept by the Vendor for a period of three (3) years after final payment under this Agreement and all pending matters are closed unless the Customer authorizes their earlier disposition. However, if any litigation, claim, negotiation, audit or other action arising out of or related in any way to this Agreement has been started before the expiration of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved. The Vendor agrees to refund to the Customer any overpayment disclosed by any such audit arising out of or related in any way to this Agreement.

22. EXTRAORDINARY CIRCUMSTANCES: If either party is rendered unable, wholly or in part, by reason of strikes, accidents, acts of God, weather conditions or any other acts beyond its control and without its fault or negligence to comply with any obligations or performance required under this Agreement, then such party shall have the option to suspend its obligations or performance hereunder until the extraordinary performance circumstances are resolved. If the extraordinary performance circumstances are not resolved within a reasonable period of time, however, the non-defaulting party shall have the option, upon prior written notice, of terminating the Agreement.

23. TERMINATION: This Agreement may be terminated as follows: (a) Customer and Vendor mutually agree to the termination, or (b) If either party fails to comply with the terms and conditions of this Agreement and that breach continues for thirty (30) days after the defaulting party receives written notice from the other party, then the non-defaulting party has the right to terminate this Agreement. The non-defaulting party may also pursue any remedy available to it in law or in equity. Upon termination, all obligations of Customer to make payments required hereunder shall cease.

24. AVAILABILITY OF FUNDS: It is expressly understood and agreed that the obligation of the Customer to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the Customer, the Customer shall have the right upon ten (10) working days written notice to the Vendor, to terminate this Agreement without damage, penalty, cost or expenses to the Customer of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

25. MODIFICATION OR RENEGOTIATION: This Agreement may be modified, altered or changed only by written agreement signed by the parties hereto. The parties agree to renegotiate the Agreement if federal, state and/or the Customer's revisions of any applicable laws or regulations make changes in this Agreement necessary.

26. WARRANTIES: Vendor warrants that the equipment, when operated according to the manufacturer's specifications and documented instructions, shall perform the functions indicated by the specifications and documented literature. Vendor may be held liable for any damages caused by failure of the equipment to function according to specifications and documented literature published by the manufacturer of the equipment.

27. E-VERIFY COMPLIANCE: If applicable, the Vendor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, Section 71-11-1, *et seq.* of the Mississippi Code Annotated (Supp 2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. The Vendor agrees to maintain records of such compliance and, upon request of the State and

approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the Customer. The Vendor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws of these warranties, the breach of which may subject the Vendor to the following: (1) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (2) the loss of any license, permit, certification or other document granted to the Vendor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (3) both --in the event of such cancellation/termination, the Vendor would also be liable for any additional costs incurred by the Customer due to the contract cancellation or loss of license or permit.

28. HARD DRIVE SECURITY: Vendor must properly format the hard drive, deleting all information, or replace the hard drive with a new hard drive prior to storing or re-selling the equipment. The Customer may request to retain the hard drive for a nominal fee. Vendor will supply written notification to the Customer that all data has been made inaccessible. This notification must be provided with forty-five (45) days of the equipment being returned to the Vendor.

29. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement of the parties with respect to the equipment, software or services described herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating hereto. No terms, conditions, understandings, usages of the trade, course of dealings or agreements, not specifically set out in this Agreement or incorporated herein, shall be effective or relevant to modify, vary, explain or supplement this Agreement.

30. TRANSPARENCY: This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," codified as Section 25-61-1 et seq., Mississippi Code Annotated and exceptions found in Section 79-23-1 of the Mississippi Code Annotated (1972, as amended). In addition, this Agreement is subject to provisions of the Mississippi Accountability and Transparency Act of 2008 (MATA), codified as Section 27-104-151 of the Mississippi Code Annotated (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, this Agreement is required to be posted to the Department of Finance and Administration's independent agency contract website for public access. Prior to posting the Agreement to the website, any information identified by the Vendor as trade secrets, or other proprietary information including confidential vendor information, or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes will be redacted. A fully executed copy of this Agreement shall be posted to the State of Mississippi's accountability website at: <http://www.transparency.mississippi.gov>.

31. COMPLIANCE WITH LAWS: The Vendor understands that the Customer is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and the Vendor agrees during the term of the Agreement that the Vendor will strictly adhere to this policy in its employment practices and provision of services. The Vendor shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

For the faithful performance of the terms of this Agreement, the parties have caused this Agreement to be executed by their undersigned representatives.

Witness my signature this the _____ day of _____, 20__.

Vendor: RJ Young Company

By: _____

Authorized Signature

Printed Name: Hunter Sellers

Title: Account Representative

Witness my signature this the _____ day of _____, 20__.

Customer: City of Hattiesburg

By: _____

Authorized Signature

Printed Name: Toby Barker

Title: Mayor

EXHIBIT A
RENTAL AGREEMENT
FOR USE BY
MISSISSIPPI Agencies AND VENDORS
(Applicable to Equipment Rental Transactions)

The following, when signed by the Customer and the Vendor shall be considered to be a part of the Rental Agreement between the parties.

State Contract Number: State Of Mississippi Contract 8200050618

Vendor Company Name: RJ Young Company

Customer Agency Name: City of Hattiesburg- Community Development

Bill to Address: P.O. Box 1898, Hattiesburg, MS 39403

Ship to Address: 200 Forrest St. Hattiesburg, MS 39401

<u>Description of Equipment, Software, or Services</u>	<u>Price: \$206.37 Monthly</u>
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1 – Canon IR ADV DX C5735i Digital Copier, Cassette Feeding Unit-AM1, Inner Finisher-H1, and Super G3 Fax Board-AS2.

To include all parts, labor and supplies except paper and staples for up to 3,000 B/W and 150 color pages per month.

B/W overages billed per click at \$0.00916

Color overages billed per click at \$0.05075

Rental Term: 48 Months

Start Date:

End Date:

Vendor Signature

Customer Signature



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Peggy Sealy, Assistant Chief of Police

cc: Kermas Eaton, City Clerk

Date: Tuesday, April 6, 2021

Re: Approve Rental Agreement between the City of Hattiesburg and RJ Young Company for a copier that will be located in the Hattiesburg Police Department Administration in the amount not to exceed \$250.00 per month for 48 months and authorize the Mayor to execute the same.
File Number: 2021-285
Minute Book #

Summary

Rental Agreement - R J Young Company for a Canon IR ADV DX C5740i copier.

Recommendation Statement

I am recommending approval of this agreement

Please place this on the April 6, 2021 City Council meeting for consideration.

MEMORANDUM

To: Mayor and Council

From: Interim Chief Peggy Sealy PS,

Date: March 25, 2021

Re: **Rental Agreement**

This memo is to request authority to enter into a rental agreement for a Canon IR ADV DX C5740i Digital Color copier in the amount of \$253.00 per month for 48 months with R J Young Company that will be located in the Hattiesburg Police Department Administration. This agreement will be for the period beginning April 2021 and ending April 2025.

Thank you for your consideration, and please let me know if you need anything further.

PS/tl

Enclosure



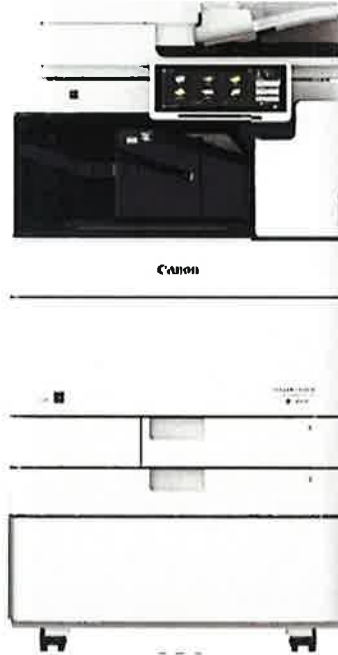
Your productivity is our mission.

**City of Hattiesburg Police Department
Attn: Tammy Leggett
March 22, 2021**

***Hunter Sellers
601-297-3029
Hunter.sellers@rjyoung.com***



Hunter Sellers
P: 601-705-1213
C: 601-297-3029
Hunter.sellers@rjyoung.com



CANON IR ADV DX C5740i

- ✦ 40PPM Print and Copy Speed
- ✦ Standard Print, Copy, Scan, Send and Store
- ✦ Color Scan to PDF, TIFF, & JPEG
- ✦ 200-sheet Single Pass Feeder
- ✦ Includes: Cabinet, Inner Finisher-K1, and Fax

State Discounts Used

48 Month Lease @ \$250.00

Includes full-Service Maintenance: Includes all parts, labor, and supplies, except paper and staples.

State Service Rates:

B/W: \$0.00623

Color: \$0.04674

Your productivity is our mission.



Your productivity is our mission.

RENTAL AGREEMENT
FOR USE BY MISSISSIPPI AGENCIES & GOVERNING AUTHORITIES
AND VENDORS
(applicable to equipment rental transactions)

This Rental Agreement (hereinafter referred to as Agreement) is entered into by City of Hattiesburg (hereinafter referred to as Customer), and Canon (hereinafter referred to as Vendor). This Agreement becomes effective upon signature by Customer and Vendor, and shall take precedence over all agreements and understandings between the parties. Vendor, by its acceptance hereof, agrees to rent to Customer, and Customer, by its acceptance hereof, agrees to rent from Vendor, the equipment, including applicable software and services to render it continually operational, listed in Exhibit A, which is attached hereto and incorporated herein.

1. CUSTOMER ACCOUNT ESTABLISHMENT: separate Vendor Customer Number will be required for each specific customer/installation location.

A. The Customer is identified as the entity on the first line of the "bill-to" address. All invoices and notices of changes will be sent to the "bill-to" address in accordance with Paragraph 8 herein.

B. Ship-to and/or Installed-at address is the location to which the initial shipment of equipment/supplies will be made and the address to which service representatives will respond. Subsequent shipments of supplies for installed equipment will also be delivered to the "installed-at" address unless otherwise requested.

C. Unless creditworthiness for this Customer Number has been previously established by Vendor, Vendor's Credit Department may conduct a credit investigation for this Agreement. Notwithstanding delivery of equipment, Vendor may revoke this Agreement by written notice to the Customer if credit approval is denied within thirty (30) days after the date this Agreement is accepted for Vendor by an authorized representative.

2. EQUIPMENT SELECTION, PRICES, AND AGREEMENT: The Customer has selected and Vendor agrees to provide the equipment, including applicable software and services to render it continually operational, identified on Exhibit A attached to this Agreement. The specific prices, inclusive of applicable transportation charges, are as set forth on the attached Exhibit A. The parties understand and agree that the Customer is exempt from the payment of taxes.

3. SHIPPING AND TRANSPORTATION: Vendor agrees to pay all non-priority, ground shipping, transportation, rigging and drayage charges for the equipment from the equipment's place of manufacture to the installation address of the equipment as specified under this Agreement. If any form of express shipping method is requested, it will be paid for by Customer.

4. RISK OF LOSS OR DAMAGE TO EQUIPMENT: While in transit, Vendor shall assume and bear the entire risk of loss and damage to the equipment from any cause whatsoever. If, during the period the equipment is in Customer's possession, due to gross negligence of the customer, the equipment is lost or damaged, then, the customer shall bear the cost of replacing or repairing said equipment.

5. DELIVERY, INSTALLATION, ACCEPTANCE, AND RELOCATION:

A. DELIVERY: Vendor shall deliver the equipment to the location specified by Customer and pursuant to the delivery schedule agreed upon by the parties. If, through no fault of the Customer, Vendor is unable to deliver the equipment or software, the prices, terms and conditions will remain unchanged until delivery is made by Vendor. If, however, Vendor does not deliver the equipment or software within ten (10) working days of the delivery due date, Customer shall have the right to terminate the order without penalty, cost or expense to Customer of any kind whatsoever.

B. INSTALLATION SITE: At the time of delivery and during the period Vendor is responsible for maintenance of the equipment, the equipment installation site must conform to Vendor's published space, electrical and environmental requirements; and the Customer agrees to provide, at no charge, reasonable access to the equipment and to a telephone for local or toll free calls.

C. INSTALLATION DATE: The installation date of the equipment shall be that date as is agreed upon by the parties, if Vendor is responsible for installing the equipment.

D. ACCEPTANCE: Unless otherwise agreed to by the parties, Vendor agrees that Customer shall have ten (10) working days from date of delivery and installation, to inspect, evaluate and test the equipment to confirm that it is in good working order.

E. RELOCATION: Customer may transfer equipment to a new location by notifying Vendor in writing of the transfer at least thirty (30) calendar days before the move is made. If Vendor is responsible for maintenance of the equipment, this notice will enable Vendor to provide technical assistance in the relocation efforts, if needed, as well as to update Vendor's records as to machine location. There will be no cessation of rental charges during the period of any such transfer. The Vendor's cost of moving and reinstalling equipment from one location to another is not included in this Agreement, and Customer agrees to pay Vendor, after receipt of invoice of Vendor's charges with respect to such moving of equipment, which will be billed to Customer in accordance with Vendor's standard practice then in effect for commercial users of similar equipment or software and payment remitted in accordance with Paragraph 8 herein.

6. RENTAL TERM: The rental term for each item of equipment shall be that as stated in the attached Exhibit A. If the Customer desires to continue renting the equipment at the expiration of the original rental agreement, the Customer must enter into a new rental agreement which shall be separate from this Agreement. There will be no automatic renewals allowed. There shall be no option to purchase.

7. OWNERSHIP: Unless the Customer has obtained title to the equipment, title to the equipment shall be and remain vested at all times in Vendor or its assignee and nothing in this Agreement shall give or convey to Customer any right, title or interest therein, unless purchased by Customer. Nameplates, stencils or other indicia of Vendor's ownership affixed or to be affixed to the equipment shall not be removed or obliterated by Customer.

8. PAYMENTS:

A. INVOICING AND PAYMENTS: The charges for the equipment, software or services covered by this Agreement are specified in the attached Exhibit A. Charges for any partial month for any item of equipment shall be prorated based on a thirty (30) day month. Vendor shall submit an invoice with the appropriate documentation to Customer.

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B. EXCLUSIONS: The following is not within the scope of services: (1) Provision and installation of optional retrofits. (2) Services connected with equipment relocation. (3) Installation/removal of accessories, attachments or other devices. (4) Exterior painting or refinishing of equipment. (5) Maintenance, installation or removal of equipment or devices not provided by Vendor. (6) Performance of normal operator functions as described in applicable Vendor operator manuals. (7) Performance of services necessitated by accident; power failure; unauthorized alteration of equipment or software; tampering; service by someone other than Vendor; causes other than ordinary use; interconnection of equipment by electrical, or electronic or mechanical means with noncompatible equipment, or failure to use operating system software. If Vendor provides, at the request of the Customer, any of the services noted above, the Customer may be billed by Vendor at a rate not to exceed the Master State Prices Agreement between the Vendor and the State of Mississippi, or in the absence of such agreement at the then current time and materials rates.

C. REMEDIES: If during the period in which Vendor is providing maintenance services, Vendor is unable to maintain the equipment in good working order, Vendor will, at no additional charge, provide either an identical replacement or another product that provides equal or greater capabilities.

11. HOLD HARMLESS: To the fullest extent allowed by law, Vendor shall indemnify, defend, save and hold harmless, protect, and exonerate the Customer and the State of Mississippi, its Commissioners, Board Members, officers, employees, agents, and representatives from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by Vendor and/or its partners, principals, agents, employees, and/or subcontractors in the performance of or failure to perform this Agreement. In the Customer's sole discretion, Vendor may be allowed to control the defense of any such claim, suit, etc. In the event Vendor defends said claim, suit, etc., Vendor shall use legal counsel acceptable to the Customer; Vendor shall be solely liable for all reasonable costs and/or expenses associated with such defense and the Customer shall be entitled to participate in said defense. Vendor shall not settle any claim, suit, etc., without the Customer's concurrence,

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B. Unless Customer has obtained title to the equipment free and clear of any Vendor security interest, Customer may not remove any ownership identification tags on the equipment or allow the equipment to become fixtures to real property.

13. ASSIGNMENT: The Vendor shall not assign, subcontract or otherwise transfer in whole or in part, its right or obligations under this Agreement without prior written consent of the Customer. Any attempted assignment or transfer without said consent shall be void and of no effect.

14. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of said state. The Vendor shall comply with applicable federal, state, and local laws and regulations.

15. NOTICE: Any notice required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Vendor:

Name
Title
Address
City, State, & Zip Code

For the Customer:

Name
Title
Address
City, State, & Zip Code

16. WAIVER: Failure by the Customer at any time to enforce the provisions of this Agreement shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of this Agreement or any part thereof or the right of the Customer to enforce any provision at any time in accordance with its terms.

17. CAPTIONS: The captions or headings in this Agreement are for convenience only, and in no way define, limit or describe the scope or intent of any provision or section of this Agreement.

18. SEVERABILITY: If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

19. THIRD PARTY ACTION NOTIFICATION: Vendor shall give Customer prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Vendor by any entity that may result in litigation related in any way to this Agreement.

20. AUTHORITY TO CONTRACT: Vendor warrants that it is a validly organized business with valid authority to enter into this Agreement and that entry into and performance under this Agreement is not restricted or prohibited by any loan,

security, financing, contractual or other agreement of any kind, and notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

21. RECORD RETENTION AND ACCESS TO RECORDS: The Vendor agrees that the Customer or any of its duly authorized representatives at any time during the term of this Agreement shall have unimpeded, prompt access to and the right to audit and examine any pertinent books, documents, papers, and records of the Vendor related to the Vendor's charges and performance under this Agreement. All records related to this Agreement shall be kept by the Vendor for a period of three (3) years after final payment under this Agreement and all pending matters are closed unless the Customer authorizes their earlier disposition. However, if any litigation, claim, negotiation, audit or other action arising out of or related in any way to this Agreement has been started before the expiration of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved. The Vendor agrees to refund to the Customer any overpayment disclosed by any such audit arising out of or related in any way to this Agreement.

22. EXTRAORDINARY CIRCUMSTANCES: If either party is rendered unable, wholly or in part, by reason of strikes, accidents, acts of God, weather conditions or any other acts beyond its control and without its fault or negligence to comply with any obligations or performance required under this Agreement, then such party shall have the option to suspend its obligations or performance hereunder until the extraordinary performance circumstances are resolved. If the extraordinary performance circumstances are not resolved within a reasonable period of time, however, the non-defaulting party shall have the option, upon prior written notice, of terminating the Agreement.

23. TERMINATION: This Agreement may be terminated as follows: (a) Customer and Vendor mutually agree to the termination, or (b) If either party fails to comply with the terms and conditions of this Agreement and that breach continues for thirty (30) days after the defaulting party receives written notice from the other party, then the non-defaulting party has the right to terminate this Agreement. The non-defaulting party may also pursue any remedy available to it in law or in equity. Upon termination, all obligations of Customer to make payments required hereunder shall cease.

24. AVAILABILITY OF FUNDS: It is expressly understood and agreed that the obligation of the Customer to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the Customer, the Customer shall have the right upon ten (10) working days written notice to the Vendor, to terminate this Agreement without damage, penalty, cost or expenses to the Customer of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

25. MODIFICATION OR RENEGOTIATION: This Agreement may be modified, altered or changed only by written agreement signed by the parties hereto. The parties agree to renegotiate the Agreement if federal, state and/or the Customer's revisions of any applicable laws or regulations make changes in this Agreement necessary.

26. WARRANTIES: Vendor warrants that the equipment, when operated according to the manufacturer's specifications and documented instructions, shall perform the functions indicated by the specifications and documented literature. Vendor may be held liable for any damages caused by failure of the equipment to function according to specifications and documented literature published by the manufacturer of the equipment.

27. E-VERIFY COMPLIANCE: If applicable, the Vendor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, Section 71-11-1, *et seq.* of the Mississippi Code Annotated (Supp 2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. The Vendor agrees to maintain records of such compliance and, upon request of the State and

approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the Customer. The Vendor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws of these warranties, the breach of which may subject the Vendor to the following: (1) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (2) the loss of any license, permit, certification or other document granted to the Vendor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (3) both --in the event of such cancellation/termination, the Vendor would also be liable for any additional costs incurred by the Customer due to the contract cancellation or loss of license or permit.

28. HARD DRIVE SECURITY: Vendor must properly format the hard drive, deleting all information, or replace the hard drive with a new hard drive prior to storing or re-selling the equipment. The Customer may request to retain the hard drive for a nominal fee. Vendor will supply written notification to the Customer that all data has been made inaccessible. This notification must be provided with forty-five (45) days of the equipment being returned to the Vendor.

29. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement of the parties with respect to the equipment, software or services described herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating hereto. No terms, conditions, understandings, usages of the trade, course of dealings or agreements, not specifically set out in this Agreement or incorporated herein, shall be effective or relevant to modify, vary, explain or supplement this Agreement.

30. TRANSPARENCY: This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," codified as Section 25-61-1 et seq., Mississippi Code Annotated and exceptions found in Section 79-23-1 of the Mississippi Code Annotated (1972, as amended). In addition, this Agreement is subject to provisions of the Mississippi Accountability and Transparency Act of 2008 (MATA), codified as Section 27-104-151 of the Mississippi Code Annotated (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, this Agreement is required to be posted to the Department of Finance and Administration's independent agency contract website for public access. Prior to posting the Agreement to the website, any information identified by the Vendor as trade secrets, or other proprietary information including confidential vendor information, or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes will be redacted. A fully executed copy of this Agreement shall be posted to the State of Mississippi's accountability website at: <http://www.transparency.mississippi.gov>.

31. COMPLIANCE WITH LAWS: The Vendor understands that the Customer is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and the Vendor agrees during the term of the Agreement that the Vendor will strictly adhere to this policy in its employment practices and provision of services. The Vendor shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

For the faithful performance of the terms of this Agreement, the parties have caused this Agreement to be executed by their undersigned representatives.

Witness my signature this the _____ day of _____, 20__.

Vendor: RJ Young Company

By: _____

Authorized Signature

Printed Name: Hunter Sellers

Title: Account Representative

Witness my signature this the _____ day of _____, 20__.

Customer: City of Hattiesburg

By: _____

Authorized Signature

Printed Name: _____

Title: _____

EXHIBIT A
RENTAL AGREEMENT
FOR USE BY
MISSISSIPPI Agencies AND VENDORS
(Applicable to Equipment Rental Transactions)

The following, when signed by the Customer and the Vendor shall be considered to be a part of the Rental Agreement between the parties.

State Contract Number: State Of Mississippi Contract 8200050618

Vendor Company Name: RJ Young Company

Customer Agency Name: City of Hattiesburg- Police Department Administration

Bill to Address: 300 Klondyke St. Hattiesburg, MS 39401

Ship to Address: 300 Klondyke St. Hattiesburg, MS 39401

Description of Equipment, Software, or Services Price: \$250.00 Monthly

1 – Canon IR ADV DX C5740i Digital Copier, Cabinet N, Inner Finisher-H1, and Super G3 Fax Board-AS2.

To include all parts, labor and supplies except paper and staples for up to 4,000 B/W pages per month.

B/W overages billed per click at \$0.00623

Color overages billed per click at \$0.04674

Rental Term: 48 Months

Start Date:

End Date:

Vendor Signature

Customer Signature



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Peggy Sealy, Assistant Chief of Police

cc: Kermas Eaton, City Clerk

Date: Tuesday, April 6, 2021

Re: Approve Agreement between the Hattiesburg Police Department and the Mississippi Office of Homeland Security for the use and issuance of automated license plate readers and authorizing the Mayor or designee to execute the same.

File Number: 2021-277

Minute Book #

Summary

Memorandum of Understanding between the Hattiesburg Police Department and the Mississippi Office of Homeland Security

Recommendation Statement

I am recommending approval of this agreement

Please place this on the April 6, 2021 City Council meeting for consideration.

MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

**MISSISSIPPI OFFICE OF HOMELAND SECURITY,
A DIVISION OF THE
MISSISSIPPI DEPARTMENT OF PUBLIC SAFETY**

AND

HATTIESBURG POLICE DEPARTMENT

This agreement (hereinafter "Agreement") is made and entered into this the ____ day of _____, 2021, by and between:

- (1) MISSISSIPPI OFFICE OF HOMELAND SECURITY (MOHS), represented herein by Lora Hunter, Interim Executive Director of MOHS, a division of the MISSISSIPPI DEPARTMENT OF PUBLIC SAFETY (MDPS); and
- (2) HATTIESBURG POLICE DEPARTMENT, represented herein by Peggy Sealy, Interim Chief, (hereinafter interchangeably referred to as "AGENCY" or "Hattiesburg PD").

For and in consideration of the agreements herein, the respective signees having full authority of their respective entities to enter into this agreement and do agree as follows:

MOU PURPOSE:

MDPS/MOHS has obtained and built out a system of automated license plate readers, hereinafter referred to as "LPR", both mobile and stationary and corresponding access to databases of information obtained from and queried from other sources, to provide real-time, accurate and complete criminal justice and intelligence information that enables law enforcement and the intelligence communities to identify terrorists, apprehend fugitives, locate missing persons, identify unidentified persons, recover stolen property, protect innocent persons and other law enforcement and judicial functions.

There is significant value and within the public interest to share this system, databases, and information with other law enforcement agencies to further these objectives.

This system of LPRs is connected to databases of information that are maintained and/or accessible by the MDPS and are available to be queried at the request of the AGENCY at the sole discretion of the MDPS, in accordance with the procedures and under certain circumstances outlined in the MDPS/MOHS Policy and Procedures governing the LPR system. Each AGENCY shall develop its own individual policies and procedures as related to the use of the LPR system, but those AGENCY policies and procedures must align with the policies and procedures developed by MDPS.

MDPS shall be responsible for insuring that the storage and/or exchange of information is encrypted and encryption meets or exceeds the security requirements required by MDPS and the Mississippi Department of Information Technology Services.

AGENCY shall identify one group administrator for AGENCY and shall provide the name and contact information for such person to the MDPS systems administrator. The AGENCY administrator shall be responsible for the maintenance of users, usernames, and passwords as well as the point of contact for audits and training pursuant to this program. It will be the responsibility of this administrator to protect the system through the prudent and responsible use and management of user accounts.

AGENCY shall be responsible for establishing the necessary connectivity and configuration changes within their respective network for access to the LPR server and data. AGENCY may become responsible for yearly software maintenance costs, training and connectivity costs should MOHS funding diminish.

AGENCY shall make certain that the use of and access to the LPR information is restricted to those who have a legitimate law enforcement or judicial purpose for accessing the LPR information. AGENCY shall advise its employees of the penalties relating to the illegal or misuse of such information. AGENCY shall take all necessary measures to secure the equipment used to access the LPR system and prevent any unauthorized use. Failure to do so may result in loss of access to the LPR system and could result in legal actions necessary to remediate the issue and make MDPS whole.

All access to the system and the maintenance of corresponding information will be in accordance with MDPS/MOHS Policy and Procedure and such state and federal laws governing such access and information. A copy of these policies will be provided to the AGENCY. These policies shall not be considered records maintained by AGENCY and any requests or court orders for the production of such policies shall be immediately forwarded to MDPS/MOHS for consideration and response. AGENCY shall not release policies or information obtained from the LPR's or databases to anyone outside of AGENCY without the explicit, written permission of the Director of the MOHS. Any information obtained from MDPS and/or the LPR system databases or other databases to which AGENCY is granted access pursuant to this program shall be maintained per these policies.

Training in the use of the LPR system and corresponding databases will be provided to AGENCY at the discretion of MDPS/MOHS. As such training is requested, AGENCY and MDPS/MOHS will decide upon the scope and timing of such training jointly and as mutually agreed.

AGENCY will not assign any interest in this contract under any circumstance.

It is hereby agreed that Auditors from MDPS/MOHS, Federal or State Auditors, or the MDPS System's Administrator shall have the option of auditing all accounts of AGENCY or MDPS which relate to this agreement.

INDEMNIFICATION

AGENCY's tort liability, as an entity of the State of Mississippi, is determined and controlled in accordance with Miss. Code Ann. §§ 11-46-1 et seq., including all defenses and exceptions contained therein. Nothing in this agreement shall have the effect of changing or altering the liability or of eliminating any defenses available to the State under statute.

MDPS/MOHS does NOT warrant the accuracy of the computerized information.

TERMINATION

Either party may terminate this agreement by providing thirty (30) days written notice to the other party. Any misuse or non-permitted use of the LPR system and databases identified by AGENCY shall be immediately reported to MDPS/MOHS. MDPS/MOHS, at its sole discretion, may immediately terminate the AGENCY's access to the LPR system, programs and databases.

MOHS LOANER TRAILER

MOHS has an ALPR Trailer that may be loaned to Agencies within Mississippi. The loan will be requested through the Program Administrator. The requesting Agency will be placed on a list where they will be prioritized. All requests will be placed in order as received (first come) but may be superseded as exigent circumstances dictate (i.e.: series of armed robberies or other violent crimes would take precedence over stolen autos). Once decided upon, a requesting agency will be sent an MOU, user registrations, and policy. The MOU must be signed and returned to Program Administrator prior to actual loan. User registrations will be filled out and sent to Program Administrator who will place them in the server as Temporary Users. Upon delivery of trailer, Program Administrator or his designee will give instruction as to usage and field maintenance. This may entail movement and/or recharging of trailer unit per discretion of Program Administrator. Other equipment such as a generator, extension cords and chains may be issued to agency per discretion of Program Administrator. All equipment and trailer must be signed for by Agency representative. The time of loan may be up to six (6) weeks however this can be shortened or lengthened per the discretion of the Program Administrator.

Liability (damage to MOHS equipment):

The requesting Agency will be responsible for any liability resulting out of damage, loss, or theft incurred to the trailer unit and/or any MOHS equipment from the time of delivery (defined as placement and start up) and departure of Program Administrator or his designee to the time of pickup with Program Administrator or his designee's actual taking possession of trailer and/or equipment.

Liability (damage/injury/death due to vehicles crashes or acts of nature):

The MDPS/MOHS, nor any members or entities of either shall be held liable for any property damage, injury, or death incurred during period of loan which involves the trailer unit or equipment.

Costs:

Any cost incurred by AGENCY during the period of loan will be solely the responsibility of the AGENCY (i.e.: any gasoline or electricity used to recharge, or move unit).

FISCAL FUNDING

The continuation of this contract is contingent upon the appropriations of funds to fulfill the requirements of the contract. Should a reduction in funding fail to provide sufficient monies for the continuation of this contract, the contract shall terminate at the end of the grant funding period.

DURATION OF AGREEMENT

This Agreement shall continue in full force and effect for a period of four (4) years, ending four years from the date of the last signature affixed by the parties below, excepting the Fiscal Funding provision, supra. Notwithstanding, the MOU may be amended as necessary; and any such amendments shall become a part of this agreement as an addendum during this four-year term without extending the term of the Agreement.

WHEREFORE, IN WITNESS THEREOF, THE ENTIRE AGREEMENT IS CONTAINED WITHIN THIS ORIGINAL CONTRACT WHICH, ON THIS DAY, IS SIGNED BY THE PARTIES, FURTHER EXECUTED AND DELIVERED AS EVIDENCED BY THEIR RESPECTIVE SIGNATURES THAT APPEAR BELOW.

WITNESS MY SIGNATURE on this, the ____ day of _____ 2021.

BY AGENCY: _____

Peggy Sealy
Interim Chief, Hattiesburg Police Department

WITNESSES:

(Signature) (Print Name & Rank)

(Signature) (Print Name & Rank)

BY MSDPS/MOHS: _____

Lora Hunter
Interim Executive Director, Mississippi Office of Homeland Security

WITNESSES:

(Signature) (Print Name & Position)

(Signature) (Print Name & Position)



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Peggy Sealy, Assistant Chief of Police

cc: Kermas Eaton, City Clerk

Date: Tuesday, April 6, 2021

Re: Approve Memorandum of Understanding between the Mississippi Attorney General's Office and the Hattiesburg Police Department regarding the Mississippi Intellectual Property Task Force and authorize the Mayor to execute the same
File Number: 2021-300
Minute Book #

Summary

Approve and execute the Memorandum of Understanding between the Mississippi Attorney General's Office and the Hattiesburg Police Department

Recommendation Statement

I am recommending approval of this agreement.

Please place this on the April 6, 2021 City Council meeting for consideration.

MEMORANDUM OF UNDERSTANDING REGARDING THE MISSISSIPPI INTELLECTUAL PROPERTY TASK FORCE

Nothing in this Memorandum of Understanding (MOU) should be construed as limiting or impeding the basic spirit of cooperation which exists between the participating agencies to this agreement.

Purpose

This MOU establishes and delineates the mission of the Mississippi Intellectual Property Theft Task Force (Task Force) effort. This MOU formalizes the relationships between the undersigned agencies in order to foster efficiency in the investigation and prosecution of intellectual property crimes in Mississippi.

The undersigned law enforcement agencies desire to assist one another in enforcing the General Statutes of Mississippi by establishing and maintaining the undersigned Assisting Agency's participation in the Task Force established by the Mississippi Attorney General's Office (AGO).

The undersigned law enforcement agencies agree that this MOU mutually benefits each agency in the form of enhanced capabilities and efficiency for providing law enforcement services within each agency's jurisdiction.

Mission

The mission of the Task Force is to further the education and awareness, investigation, and prosecution of intellectual property crimes related to counterfeit opioids within the state.

Authority

The Mississippi Attorney General's Office is a state law-enforcement agency that employs sworn law enforcement officers possessing statewide jurisdiction to investigate criminal violations of Mississippi's intellectual property laws, which include but are not limited to Miss. Code Ann. §§ 97-21-1 et seq. and Miss. Code Ann. §§ 41-29-146 et seq.

Each Assisting Agency has jurisdiction to investigate criminal violations of Mississippi's intellectual property laws, which include, but are not limited to Miss. Code Ann. §§ 97-21-1 et seq. (Forgery and Counterfeiting) and Miss. Code Ann. §§ 41-29-1 et seq. (False representation of prescription or legend drug), within the Assisting Agency's jurisdiction.

Mississippi Intellectual Property Task Force MOU

Definitions

In this MOU:

1. "Assisting Agency" means the undersigned local, state or federal law enforcement agency.
2. "Assisting Agency Liaison" means the head of the undersigned local, state or federal law enforcement agency or that person's designee.
3. "Assisting Officer" means a law enforcement officer employed or sworn by the undersigned Assisting Agency.
4. "AGO" means the Mississippi Attorney General's Office.
5. "AGO Liaison" means the Attorney General or her designated officer.
6. "AGO Officer" means a law enforcement officer employed or sworn by the AGO.
7. "Writing" means a written record of communication constructed or delivered in either paper or electronic format, including electronic mail.

Terms of MOU

The undersigned agencies agree that the terms and conditions of this MOU shall be as follows:

1. **Creation of Mutual Aid Relationship.** Execution of this MOU by the undersigned agencies constitutes and is deemed to be a standing request for assistance and an agreement to lend assistance, as manpower and resources permit, to each other in carrying out lawful responsibilities and enforcing the laws of Mississippi.
2. **Description of Mutual Aid Services.** Services contemplated under this MOU include allowing Assisting Officer(s) and AGO Officer(s) to work temporarily with each other, including in an undercover capacity, within the Assisting Agency's territorial jurisdiction. The AGO will lend equipment, supplies and manpower to Assisting Agencies as needed.
3. **Standard Method for Requesting Temporary Assistance.** When the AGO or an Assisting Agency needs temporary assistance pursuant to this MOU, the AGO Liaison or the Assisting Agency Liaison shall notify the other in writing of the need for such assistance. The AGO and the Assisting Agency shall honor the request for assistance by the other, unless the AGO Liaison or the Assisting Agency Liaison determines that providing the requested assistance will impair the capacity of the AGO or the Assisting Agency to provide law enforcement services to its own jurisdiction. In that event, the AGO Liaison or the Assisting Agency Liaison shall promptly notify the other that the request for assistance cannot be honored.

Mississippi Intellectual Property Task Force MOU

4. **Emergency Method for Requesting Temporary Assistance.** In an emergency situation, the AGO Liaison or Assisting Agency Liaison may notify the other of the need for emergency assistance by telephone, DCI message or radio contact. The AGO Liaison or Assisting Agency Liaison shall provide confirmation of the emergency assistance request to the other as soon as possible.
5. **Lead Law Enforcement Agency.** If the AGO and Assisting Agency are operating pursuant to this MOU at the request of the Assisting Agency, the Assisting Agency shall be the lead law enforcement agency. If the AGO and Assisting Agency are operating pursuant to this MOU at the request of the AGO, the AGO shall be the lead law enforcement agency.
6. **Equipment Responsibilities.** The AGO Officer(s) or Assisting Officer(s) shall report for duty with the equipment issued by the AGO or Assisting Agency necessary for use in order to accomplish tasks assigned during the law enforcement activities. The AGO shall supply the Assisting Officer(s) with additional equipment, supplies and/or support personnel, as deemed appropriate by the AGO.
7. **Assisting Officer(s) Remain Subject to Personnel and Administrative Control of Assisting Agency.** For personnel and administrative purposes, the temporarily assigned Assisting Officer(s) shall remain under the control of the Assisting Agency. Assisting Officer(s) shall be entitled to pay, worker's compensation, and other benefits to the same extent as if the Assisting Officer(s) was functioning within the normal scope of the Assisting Officer's duties with the Assisting Agency.
8. **AGO and Assisting Agency Rules Still Apply to Respective Officers.** The rules and regulations of each agency shall apply at all times to officers of that agency. Any disciplinary actions arising from the conduct or actions of an Assisting Officer shall be the responsibility of the Assisting Agency. Any disciplinary actions arising from the conduct or actions of an AGO Officer shall be the responsibility of the AGO.
9. **AGO Officer May Relieve Assisting Officer from Participation in Law Enforcement Activities.** When the AGO is acting as the lead law enforcement agency, the AGO Officer leading the law enforcement activities may, at any time, relieve Assisting Officer(s) from duty in the investigation. The AGO Officer shall immediately forward a written statement setting forth the reason for relieving Assisting Officer(s) to the Assisting Agency Liaison.
10. **Civil Liability Protections.** While temporarily assigned to assist the AGO, the Assisting Officer(s) shall have the same jurisdiction, powers, rights, privileges and immunities (including those relating to the defense of civil actions and the payment of judgments) as those normally possessed by the Assisting Officer(s). Assisting

Mississippi Intellectual Property Task Force MOU

Officer(s) will be covered by the liability plan of his or her employer.

11. **Express Reservations.** Nothing in this MOU shall be deemed to create an employment or agency relationship between the AGO or the State of Mississippi and any Assisting Agency or Assisting Officer.
12. **Media.** When the AGO is acting as the lead law enforcement agency, all relations or contacts with the media pertaining to that matter, including media releases, investigations or arrests, will be made by the AGO. When the Assisting Agency is acting as lead law enforcement agency, relations or contacts with the media pertaining to that matter, including media releases, investigations or arrests, may be made by the Assisting Agency as the Assisting Agency deems appropriate. At no time will any information pertaining to the Task Force itself be released to the media without the prior approval of the AGO.
13. **Agency Property.** The AGO and Assisting Agency agree that there is no liability for any damage or injury to the property of the AGO incurred in the course and scope of a temporarily assigned Assisting Officer's duties, provided the property was properly used or operated at the time of the damage or injury. The AGO and Assisting Agency agree that there is no liability for any damage or injury to the property of the Assisting Agency incurred in the course and scope of the AGO's law enforcement operations arising under this MOU, provided the property was properly used or operated at the time of the damage or injury. This MOU shall not, however, be construed as a bar to any other rights or claims, either direct or by way of subrogation, which either agency shall have against any other entity, party or person.
14. **Assisting Officer Jurisdiction.** Unless otherwise designated by the AGO in a particular investigation, an Assisting Officer located outside the Assisting Agency's territorial jurisdiction possesses no additional territorial and/or subject matter jurisdiction than that normally possessed by the Assisting Officer(s).
15. **MOU Not Exclusive.** This MOU shall in no way affect any other mutual aid agreement entered into by the parties.
16. **MOU Does Not Limit Officer Jurisdiction or Statutory Authority.** Nothing in this MOU shall be construed to limit or reduce any agency's or law enforcement officer's constitutional authority, common law authority or statutory authority.
17. **Procedure for Terminating MOU Early.** In the event a participating law enforcement agency should desire to withdraw from this agreement prior to the expiration date

Mississippi Intellectual Property Task Force MOU

specified below, the withdrawing agency head shall provide written notice to the other participating agency head of the effective date of such withdrawal.

18. **Status of MOU upon Change of Actual Agency Head.** Upon the appointment or election of a different agency head for a participating law enforcement agency, the parties agree that this MOU shall continue until the new agency head executes a new agreement or provides notice of intent to withdraw from this MOU. The parties agree to provide the new agency head with prompt notice of the existence of this MOU and the new agency head's authority to continue or terminate this MOU.
19. **Dispute Resolution.** In the event a dispute arises between the parties concerning the terms of this MOU, the parties agree to meet promptly to conduct good faith efforts to resolve the dispute upon terms agreeable to each party. In the event the parties cannot resolve the dispute, the parties agree to terminate this MOU.
20. **MOU Expiration Date.** This MOU shall be effective from and after the latest signature date below and will expire on September 30, 2023 unless terminated sooner pursuant to Paragraph 17 or Paragraph 18 above.

IN WITNESS WHEREOF, the parties have affixed their signatures on the dates indicated below.

MISSISSIPPI ATTORNEY GENERAL'S OFFICE

Lynn Fitch, Attorney General

AGENCY NAME

Name, Title



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Peggy Sealy, Assistant Chief of Police

cc:

Date: Tuesday, April 6, 2021

Re: Approve a budget modification and extension for the FY2021 Violence Against Women Act (VAWA) – STOP Grant from the Mississippi State Department of Health (MSDH), to incorporate a realignment of Victim Advocate salary and fringe benefits, as well as extend the grant end date from June 30, 2021, to September 30, 2021, and incorporate extension funds--as required by MSDH as they transition to align the grant period with the federal fiscal year. The modified grant budget is for a total of \$60,306.27 (\$44,843.84 federal and \$15,462.43 local match).

File Number: 2021-295

Minute Book #

Summary

MSDH FY2021 Violence Against Women Act (VAWA) – STOP Grant modification/extension

Recommendation Statement

I recommend approval of a budget modification and extension for the FY2021 Violence Against Women Act (VAWA) – STOP Grant from the Mississippi State Department of Health (MSDH), to incorporate a realignment of Victim Advocate salary and fringe benefits, as well as extend the grant end date from June 30, 2021, to September 30, 2021, and incorporate extension funds, as required by MSDH as they transition to align the grant period with the federal fiscal year. The modified grant budget is for a total of \$60,306.27 (\$44,843.84 federal and \$15,462.43 local match).

Please place this on the April 6, 2021 City Council meeting for consideration.



March 3, 2021

Whitney Harper, Executive Director
City of Hattiesburg,
P. O. Box 1898 Hattiesburg, MS 39403
RE: STOP Subgrant Funding Period Transition to FFY

Dear Whitney Harper,

As previously shared, the Office Against Interpersonal Violence (OAIV) is transitioning its sub-grants to the funding period of the original funding source (e.g., federal grant period). In order to transition all sub-grants to the appropriate funding period, modifications/extensions of the existing sub-grants are required.

Based on the current pattern of expenditures, OAIV estimates that your program will utilize \$9,146.28 to modify/extend your current sub-grant award through September 30, 2021. This amount reflects your program's estimated spending from July 1, 2021 through September 30, 2021. Please verify that this amount will meet your program's projected needs during the extension period. Additionally, you must submit a revised budget (*the template is found at the end of your current program workbook*) for the projected funding amount. This information is due to OAIV by **March 15, 2021**.

If the estimated amount of "transition funding" is not sufficient to meet your program's needs, please submit a justification, with budget (*same template as noted in the above paragraph*), to OAIV for review and consideration by **March 15, 2021**.

Should you have questions, please feel free to reach out to your OAIV Program Administrator. We appreciate your partnership to make this process more efficient as we work to ensure we are leveraging all the funds available to the State to better serve our citizens.

Thank You,

DocuSigned by:

DBB1497147704DE...
KRIS JONES,
Director, OAIV

cc: OAIV Staff



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

March 12, 2021

Keandre Haywood
Office Against Interpersonal Violence
Mississippi State Department of Health
713 S. Pear Orchard Road
Plaza II Building, Ste. 403
Ridgeland, MS 39157

RE: Violence Against Women Act – STOP Grant
Subgrant Agreement # 2021-ST-019
Modification Request

The City of Hattiesburg is requesting a budget modification for grant # 2021-ST-019, Violence Against Women Act – STOP Grant, to incorporate the allocated extension funds as well as request a realignment of Victim Advocate salary and fringe benefits, to be more competitive with the salary rates in our region.

We are requesting to increase the Victim Advocate's salary from an annual rate of \$29,996 to \$35,000. The requested salary amount in the attached budget revision worksheet (\$41,167.21) is the sum of what was paid to the victim advocate previously (\$20,301.83), and an estimate of what is needed for March 2021 through September 2021 at an increased salary of \$35,000 per year (\$20,480.77). The prior Victim Advocate resigned and the new one is expected to be hired this month. The updated taxes and fringe were calculated based on the salary total of \$41,167.21.

Since conference travel is not currently allowed at this time, money was reallocated from travel to cover the increase in salary and fringe. The amount requested for the laptop was increased from \$348 to \$1,000, to allow for the Victim Advocate to purchase a higher quality laptop with capabilities more suited to virtual/remote work. All changes were made within the limits of the extension funds, and no additional funds are being requested.

Overall, modifications resulted in \$8,258.73 of the extension funds being used as follows:

		Reallocation	Extension Funds	Extension Match
Victim Advocate Salary				
<i>Federal Increase</i>	\$10,347.87	\$3,676.35	\$6,671.52	\$0.00
<i>Match Increase</i>	\$823.34	\$823.34	\$0.00	\$0.00
FICA				
<i>Federal Increase</i>	\$640.95	\$0.00	\$640.95	\$0.00
<i>Match Increase</i>	\$213.65	\$213.65	\$0.00	\$0.00
Retirement				
<i>Federal Increase</i>	\$0.00	\$0.00	\$0.00	\$0.00
<i>Match Increase</i>	\$1,943.82	\$874.55	\$0.00	\$1,069.27
Health Insurance				
<i>Federal Increase</i>	\$0.00	\$0.00	\$0.00	\$0.00
<i>Match Increase</i>	\$1,493.76	\$0.00	\$0.00	\$1,493.76
Other				
<i>Federal Increase</i>	\$196.26	\$0.00	\$196.26	\$0.00
<i>Match Increase</i>	\$0.00	\$0.00	\$0.00	\$0.00
Registration				
<i>Federal Increase</i>	\$0.00	\$0.00	\$0.00	\$0.00
<i>Match Increase</i>	\$43.75	\$0.00	\$0.00	\$43.75
Commodities				
<i>Federal Increase</i>	\$0.00	\$0.00	\$0.00	\$0.00
<i>Match Increase</i>	\$88.50	\$0.00	\$0.00	\$88.50
Laptop				
<i>Federal Increase</i>	\$750.00	\$0.00	\$750.00	\$0.00
<i>Match Increase</i>	\$250.00	\$0.00	\$0.00	\$250.00
TOTAL	\$16,791.90	\$5,587.89	\$8,258.73	\$2,945.28
Total of Extension Funds & Extension Match				\$11,204.01
Extension Funds Percentage				73.71%
Match Percentage				26.29%

We appreciate your consideration of this request.

Sincerely,



Lisa Hanson
Comptroller

Budget Revision Form	
Agency Name:	Hattiesburg Police Department
Subgrant Agreement #:	2021-ST- 019
Revision #:	1
Effective Date:	Justification Included:
OAIW Revised 07/08/2020	

Agency Name:	Hattiesburg Police Department		
Subgrant Agreement #:	2021-ST- 019		
Revision #:	1		
Effective Date:	Justification Included:		OAIV Revised 07/08/2020

Subgrant Agreement #:	2021-ST- 019
Revision #:	1
Effective Date:	Justification Included:

OAIIV Revised 07/08/2020

Revision #: 1
 Effective Date: _____ Justification Included: _____ OAIW Revised 07/08/2020

Effective Date: _____ Justification Included: _____ OAIIV Revised 07/08/2020

Effective Date: _____ Justification Included: _____ OAIIV Revised 07/08/2020

Effective Date: _____ Justification Included: _____ OAIIV Revised 07/08/2020

[illegible]

0	0	0	0	0	0	0
CO - Equip SubTotal	0	0	750	250	750	250
CO - OTHER						
0	0	0	0	0	0	0
0	0	0	0	0	0	0
0	0	0	0	0	0	0
0	0	0	0	0	0	0
0	0	0	0	0	0	0
0	0	0	0	0	0	0
0	0	0	0	0	0	0
0	0	0	0	0	0	0
0	0	0	0	0	0	0
0	0	0	0	0	0	0
0	0	0	0	0	0	0
0	0	0	0	0	0	0
CO - Other SubTotal	0	0	0	0	0	0
COMMODITIES						
Office Supplies, educatio	963	321	-202.5	88.5	760.5	409.5
0	0	0	0	0	0	0
0	0	0	0	0	0	0
0	0	0	0	0	0	0
0	0	0	0	0	0	0
0	0	0	0	0	0	0
0	0	0	0	0	0	0
0	0	0	0	0	0	0
0	0	0	0	0	0	0
Commodities Total	963	321	-202.5	88.5	760.5	409.5
SL&G						
0	0	0	0	0	0	0
0	0	0	0	0	0	0
0	0	0	0	0	0	0
0	0	0	0	0	0	0
SL&G Total	0	0	0	0	0	0
INDIRECT COST						
0	0	0	0	0	0	0
Other Total	0	0	0	0	0	0
MATCH WAIVER						
0	0	0	0	0	0	0
Other Total	0	0	0	0	0	0
Budget Total	36585.11	12517.15	8258.73	2945.28	44843.84	15462.43



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Chris McGee, Director of Parks and Recreation

cc:

Date: Tuesday, April 6, 2021

Re: Authorize submission of a grant application to the Mississippi Arts Commission (MAC) Community Response Grant Program to fund the creation of a mural at the Hattiesburg Community Arts Center. The total project cost is \$25,000 (\$10,000 state share and \$15,000 local share).
File Number: 2021-292
Minute Book #

Summary

MAC Community Response Grant

Recommendation Statement

I recommend authorization of the submission of a grant application to the Mississippi Arts Commission (MAC) Community Response Grant Program to fund the creation of a mural at the Hattiesburg Community Arts Center. The total project cost is \$25,000 (\$10,000 state share and \$15,000 local share).

Please place this on the April 6, 2021 City Council meeting for consideration.

Community Response Grant: Letter of Interest

The Mississippi Arts Commission is now accepting Letters of Interest for its new Community Response Grant. This opportunity is a direct response to the needs of artists and organizations across the state as they face a new reality in their public work due to the global COVID-19 pandemic.

The Community Response Grant will provide up to \$10,000 for the creation of arts focused socially distanced events such as art exhibits or performances, significant arts related virtual programming, arts-focused community visioning and public art.

Eligible organizations include: Mississippi based 501c3 nonprofit organizations, municipalities, schools, libraries and other units of local government. Interested eligible organizations should fill out this form to let us know your best idea for adapting your organization or city's work in these areas.

Letters of Interest should be submitted through this form by 11:59pm on Tuesday, March 9, 2021

* Required

Email address *

jshows@hattiesburgms.com

Guidelines for Community Response Project Ideas:

We are looking for your best idea to implement arts focused social distanced events, virtual gatherings, public art and creative placemaking. Whenever possible, we are looking for projects that include organizational partnerships (such as nonprofits and local governments) and those that pay Mississippi artists.

Priority will be given to projects that:

- Use a large portion of the grant to pay artists
- Include partnerships between local governments and arts focused nonprofit organizations
- Have a strong community engagement component with the community the project serves
- Showcase Mississippi's performing, literary, visual or folk and traditional artists
- Create replicable strategies to engage with the arts amidst COVID-19 restrictions

Eligibility:

*Lead organizations (those responsible for fiscal management of the grant) MUST be Mississippi based 501c3 non-profit organizations or units of local governments, such as municipalities, libraries or schools. They must be able to provide an EIN and DUNS number. MAC does not give grants to private businesses.

Lead Organization Type: (Must be based in Mississippi) *

- ☐ 501c3 Nonprofit Organization
- ☒ Municipality (city or county government) or Convention and Visitors Bureau (CVB)
- ☐ Library, school or other unit of local government

Name of Lead Organization: *

City of Hattiesburg

Lead Organization Address: (Include street, city, state and zip) *

200 Forrest Street, Hattiesburg, MS 39401

Lead Organization Phone Number: *

601-545-4544

Lead Organization Website: *

www.hattiesburgms.com



Primary contact: Full name *

Jennifer Shows

Primary contact: Email address *

jshows@hattiesburgms.com

Primary contact's role at the lead organization *

- ☒ Staff Member
- ☐ Board Member
- ☐ Volunteer/Representative
- ☐ Other:



If your community, nonprofit, library, school or city had up to \$10,000 to spend on the creation of arts focused socially distanced events, significant arts related virtual programming or public art and creative placemaking in line with COVID-19 safety protocols, what would you do?

We are looking for your best idea for engaging with the arts during a pandemic! Tell us what you want to do!

Project examples include:

- Hosting a socially distanced event, performance or presentation of art work
- Creating virtual or digital arts projects that showcase the arts or connect artists
- Producing or hosting an arts exhibit that incorporates COVID-19 safety protocols making it safe and accessible to the public
- Using Creative Placemaking concepts or other storytelling methods to tell a community's story through the arts
- Hiring Mississippi visual artists to create a mural or other public art that reflects the history or culture of your community
- Creating a map, driving tour, or other wayfinding piece that guides visitors to your community's public art or other artistic or culturally significant sites

Projects may also focus on:

- Adding a public art or social distanced component to an existing project (If the existing project is already being funded by MAC, your proposal needs to detail how your new project is a distinctive activity or event from the project currently funded by MAC)
- Bringing arts, community members and other stakeholders together to work as a group to design and carry out a project
- Producing temporary projects that demonstrate the feasibility and desirability of a longer term arts based community effort
- Conducting planning and community visioning for future projects such as: cultural districts or other arts-focused strategic community planning

*Organizations may apply for different phases of a longer project (planning through implementation) so long as they can show measurable outcomes and results for the phase they are seeking to fund.



1. Please tell us your idea for using up to \$10,000 for an arts-focused project as described above. Be sure to include the community where your idea will take place, the goals and outcomes you want to accomplish and how you plan to collaborate with artists and members of your community. Be sure to also include how your idea will take into account COVID-19 adaptations (virtual, social distanced, public art, etc.) *

To support the creation of a mural on the exterior façade of the blossoming Hattiesburg Community Arts Center, the City of Hattiesburg aims to collaborate with Hattiesburg Alliance for Public Art (HAPA) to commission a mural spotlighting notable musicians who have contributed to Hattiesburg's lively music history.

Regarded by some to be the birthplace of rock and roll, Hattiesburg is now proudly the home of the Hattiesburg Community Arts Center, a collective effort to promote the arts and cultivate local talent. The building now known as the Hattiesburg Community Arts Center formerly housed the production of the Hattiesburg American newspaper. Hattiesburg American moved to a new location in summer of 2014, leaving the building vacant for several years. During its vacancy, several community stakeholders came to the table erupting with ideas to transform the 35,000-square-foot facility into a community arts center. The building, located on Main Street in a revitalized and bustling downtown, was donated to the city, and renovations began early in 2019. A Community Arts Center manager was hired later in 2019, just in time to get settled before COVID-19 turned everyone's world upside down. Upon opening, the Community Arts Center began hosting a variety of productions, art collective meetings, and children's programs. However, once the COVID-19 outbreak was underway, events and programming were cancelled. The Hattiesburg Community Arts Center responded quickly by partnering with Hattiesburg Arts Council to create and host virtual art classes. The virtual art classes also included in-person outdoor projects that observed COVID-19 safety measures and allowed young artists to participate in the creation of public art installations at parks in their community. Now, the Hattiesburg Community Arts Center hosts a variety of outdoor socially-distanced events in its expansive green space.

The music-focused mural at the Community Arts Center will be one of many ongoing efforts in the goal to further anchor the once-vacant location as a creative hub, drawing residents and visitors of all ages and backgrounds to a community asset that will serve as a catalyst for cultivating local artistic talent and promoting the growth of Hattiesburg as an arts destination. In a world where the practice of social distancing has become the standard, increasing public outdoor art in Hattiesburg will further enhance our outdoor spaces, providing beautiful and meaningful opportunities for residents and visitors to engage with art and connect with the community in a socially distanced capacity. The mural will serve as a backdrop for varied outdoor events that are free and open to the public, such as outdoor concerts, art markets, and art shows—further generating the momentum that will sustain Hattiesburg along its creative placemaking journey.



The Hattiesburg Community Arts Center is a collaborative effort to strengthen the local creative economy by acting as a resource center for local artists, teachers, and

entrepreneurs. The building is now equipped with a performing arts space, dance studio, classrooms, and collaborative and private studios. It has been able to offer many opportunities for people to learn virtually, create public art, and grow their businesses and creative interests. This mural project will expand upon the collaborative work already accomplished by joining forces with local music historians and a Mississippi artist to design and create a mural that will memorialize artists influential to Hattiesburg's music history for generations to come.

2. How would you spend up to \$10,000 on this idea? Please outline a draft project budget below. Projects may fall between \$6,000-10,000. There is no required cash match. MAC's standard rules on what can and cannot be funded with our grants also apply. Details on what MAC does not fund can be found at: <https://arts.ms.gov/grants/frequently-asked-questions/> *

Artist fee (includes materials, supplies, travel, accommodations, and the painting and sealing of the mural): \$25,000 (Grant request - \$10,000; Local share - \$15,000)



3. Tell us more about your project team: What skills, connections or experiences do each of the members of your team bring to the project? Tell us about your proven track record of event management and capacity to complete this project in the allotted timeframe (April - August 2021). *

Kristen Brock is Director of Programs and Promotions for VisitHATTIESBURG, the destination marketing management organization for Hattiesburg, Mississippi. In her role, Brock engages with organizations and events in the community to enhance the tourism offerings of Hattiesburg and grow visitation to the community. A significant component of Brock's work is focused on growing artistic events for Hattiesburg, and she directs the operations of the Hattiesburg Alliance for Public Art.

Emily Adcock Gallaspy is the Director of the Hattiesburg Community Arts Center, a facility operated through the City of Hattiesburg's Parks and Recreation Division that strives to enhance Hattiesburg's creative culture and economy. She is a graduate of The University of Southern Mississippi (USM) with a BS in Hotel, Restaurant, and Tourism Management and an MS in Economic Development.

Allison Neville is the Events and Promotions Coordinator for the Hattiesburg Downtown Association. She also produces Live @ Five, an outdoor concert series in Downtown Hattiesburg, and teaches theater for Center Stage at Sacred Heart Catholic School.

All three team members have project management and marketing expertise that will prove invaluable to the success of the project, as evidenced by numerous murals, sculptures, and arts-related events available to enjoy in our city.

Do you plan to partner with other organizations or a local government office on the project? If no, please answer N/A; if yes, please provide a list of your potential project partners. *

The City of Hattiesburg will partner with Hattiesburg Alliance for Public Art (HAPA), who will manage the process of commissioning the mural, as well as offering their marketing and planning expertise to ensure the project is successful.



Timeline: Will your organization be able to complete your project as proposed in the time frame (April - mid August, 2021) *

- ☒ Yes, we will be able to complete the entire project.
- ☐ Yes, we will be able to complete the specific phase of the project that we have outlined and have provided the outcomes for this phase.
- ☐ No, we will need more time to complete our project.

Provide a proposed project timeline between April 19, 2021 - August 19, 2021 *

April 2021: Distribute a call for artist proposals

May 2021: Review of proposals and announcement of selection

June - August 2021: Completion of mural

|

***Deadline for Letter of Interest submission (this form) is Tuesday, March 9, 2021. These will be reviewed and a selection of the submitting organizations will be invited to submit a full application. Applications will be reviewed throughout March and awards are expected to be announced in early April. Projects should take place between mid April - mid August, 2021.**

For further questions, contact Melody Moody Thortis, Director of Grants at: [mthortis\[at\]arts.ms.gov](mailto:mthortis@arts.ms.gov)

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Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, April 6, 2021

Re: Authorize administration to apply for funds under the Coronavirus Response and Relief Supplemental Appropriations Act (Public Law 116-260) (CRRSA) through the FAA Airport Coronavirus Response Grant Program (ACRGP) and authorize Mayor to execute any and all documents necessary for application.
File Number: 2021-302
Minute Book #

Summary

Authorize administration to apply for funds under the Coronavirus Response and Relief Supplemental Appropriations Act (Public Law 116-260) (CRRSA) through the FAA Airport Coronavirus Response Grant Program (ACRGP) and authorize Mayor to execute any and all documents necessary for application.

Recommendation Statement

I recommend approval of this item.

Please place this on the April 6, 2021 City Council meeting for consideration.

Application for Federal Assistance SF-424

*1. Type of Submission:

☐ Preapplication

☒ Application

☐ Changed/Corrected Application

*2. Type of Application

☒ New

☐ Continuation

☐ Revision

* If Revision, select appropriate letter(s):

*Other (Specify)

*3. Date Received:

NA

4. Applicant Identifier:

HBG (Hattiesburg Bobby L Chain Municipal) Hattiesburg, MS

*5b. Federal Entity Identifier:

28-0031

*5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

*a. Legal Name: City of Hattiesburg

*b. Employer/Taxpayer Identification Number (EIN/TIN):

64-6000432

*c. Organizational DUNS:

07-944-8130

d. Address:

*Street 1: Hattiesburg Bobby L. Chain Municipal

Street 2: Post Office Box 1898

*City: HATTIESBURG

County/Parish: _____

*State: MS

Province: _____

*Country: USA: United States

*Zip / Postal Code 39403-1898

e. Organizational Unit:

Department Name:

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Mayor *First Name: Toby

Middle Name: _____

*Last Name: Barker

Suffix: _____

Title: Mayor of Hattiesburg

Organizational Affiliation:

*Telephone Number: 601-545-4501

Fax Number:

*Email: lrutland@hattiesburgms.com

Application for Federal Assistance SF-424

***9. Type of Applicant 1: Select Applicant Type:**

X. Airport Sponsor

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

*Other (Specify)

***10. Name of Federal Agency:**

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

***12. Funding Opportunity Number:**

NA

*Title:

NA

13. Competition Identification Number:

NA

Title:

NA

14. Areas Affected by Project (Cities, Counties, States, etc.):

***15. Descriptive Title of Applicant's Project:**

\$13,000 for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments.

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424**16. Congressional Districts Of:**

*a. Applicant: 4

*b. Program/Project: 4

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

*a. Start Date: NA

*b. End Date: NA

18. Estimated Funding (\$):

*a. Federal	\$13,000.
*b. Applicant	\$0
*c. State	\$0
*d. Local	\$0
*e. Other	\$0
*f. Program Income	\$0
*g. TOTAL	\$13,000.

***19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on ____.
- ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☒ c. Program is not covered by E. O. 12372

***20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation in attachment.)**

☐ Yes ☒ No

If "Yes", provide explanation and attach

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Mayor *First Name: Toby

Middle Name: _____

*Last Name: Barker

Suffix: _____

*Title: Mayor of Hattiesburg

*Telephone Number: 601-545-4501

Fax Number:

* Email: Irutland@hattiesburgms.com

*Signature of Authorized Representative:

*Date Signed:



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, April 6, 2021

Re: Authorize acquisition of a portion of a parcel of property identified as Forrest County Parcel No. 2-037D-14-105.00 (PPIN 022050) for the Hall Avenue Overpass East Project for the price of \$850.00. The Council previously determined the just compensation for the property to be \$650.00 (MB 2020-210), but reasonable efforts to negotiate an agreement have failed, and the Council finds that an administrative settlement in the amount of \$850.00 is reasonable, prudent and in the best interests of the public; Authorize Mayor to execute any and all documents required to complete the transaction; Authorize issuance of a manual check in payment thereof upon closing of transaction.
File Number: 2021-303
Minute Book #

Summary

Authorize acquisition of a portion of a parcel of property identified as Forrest County Parcel No. 2-037D-14-105.00 (PPIN 022050) for the Hall Avenue Overpass East Project for the price of \$850.00. The Council previously determined the just compensation for the property to be \$650.00 (MB 2020-210), but reasonable efforts to negotiate an agreement have failed, and the Council finds that an administrative settlement in the amount of \$850.00 is reasonable, prudent and in the best interests of the public; Authorize Mayor to execute any and all documents required to complete the transaction; Authorize issuance of a manual check in payment thereof upon closing of transaction.

Recommendation Statement

I recommend approval of this item.

Please place this on the April 6, 2021 City Council meeting for consideration.

APPRAISAL OF PROPERTY AT

HALL AVENUE

PIN # 022050

HATTIESBURG, MS

LIGHTSEY & ASSOCIATES

P.O. Box 15489
Hattiesburg, MS 39404
(601) 584-6260

April 9, 2020

Mr. Lamar Rutland
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403

RE: Appraisal of property at Hall Avenue,
Hattiesburg, MS

Dear Mr. Rutland:

In accordance with the your request, I have made an inspection and investigation of the property located on Hall Avenue, Hattiesburg, Mississippi, for the purpose of forming an opinion of the Market Value, in fee simple, as of April 8, 2020, the effective date of the appraisal being the date the subject property was last inspected. The value opinion is both before and after the taking of a 775 square foot parcel (.02 acre) in conjunction with the Hall Avenue railroad overpass by the City of Hattiesburg and noting damages to the remainder, if any.

Market Value is defined as the most probable price in cash, terms equivalent to cash, or in other precisely revealed terms, for which the property will sell in an open and competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self interest, and assuming that neither is under undue duress.

NEIGHBORHOOD DESCRIPTION

The subject area lies to the southeast of downtown Hattiesburg and is located east of Williams Street and the Canadian National Railway right of way. The general area contains a wide age range of properties that range from commercial/retail uses to single-family dwellings and multi-family dwellings. The subject is in relative close proximity to public schools, shopping and employment centers, and medical facilities. The new Hattiesburg Law Enforcement Complex is under construction on Hall Avenue at the southern end of Bay Street. The majority of properties in the area are in excess of fifty years old.

SITE DESCRIPTION

The subject site is located on the southerly side of Hall Avenue at the southeasterly corner of Hall Avenue and Sullivan Street. It has a frontage of 80 feet on Hall Avenue and extends to a depth of 50 feet along Sullivan Street. The site is rectangular in shape and contains approximately 4,000 square feet. The site is at or above street grade, and appears to have adequate utility for use a single unit dwelling site. The property does appear to lie in a designated flood area, though this is subject to certification by a professional engineer or surveyor. All public utilities area connected or available to the site. A survey and plat map are included in the addenda of this report in order to assist the reader in visualizing the property. There were no adverse soil or subsoil conditions observed; however, no soil tests have been made as a part of this report. The property is zoned R-1C, Single Unit Residential, by the zoning authorities of the City of Hattiesburg. The City of Hattiesburg intends to take a 775 square foot rectangularly shaped parcel along Hall Avenue. Following the taking, the subject site will be effectively reduced in size to 3,225 square feet. Access and utility will remain essentially the same as in the before condition.

IMPROVEMENTS DESCRIPTIONS

There are no known improvements on the subject property.

PROPERTY HISTORY

The subject property appears to have been under the present ownership for in excess of five years. The subject property is not known to be listed for sale nor under contract.

TAXES

The total taxes for the subject property for 2019 are \$30.99. The total true value (tax value) of the property is \$1,130.00 with an assessed value of \$170.00.

HIGHEST AND BEST USE

In order to estimate the Highest and Best Use of the subject, the surrounding property uses as well as the four tests of Highest and Best Use were considered. These are 1)physically possible, 2)legally permissible, 3)financially feasible, and 4)maximally productive. After considering these factors, the Highest and Best Use of the site as vacant is estimated to be for a single unit house site, in both the before and after conditions.

INTENDED USE AND SCOPE OF THE APPRAISAL

This appraisal is intended to assist the client, Mr. Lamar Rutland of the City of Hattiesburg, in forming an opinion of value of the subject property both before and after the taking of a 775 square foot parcel by the City for road widening. In preparing this appraisal, the appraiser inspected the subject site; gathered information on comparable land sales and listings, confirmed and analyzed the data and applied the Sales Comparison Approach to value. As only the land was considered in this appraisal, this was the only approach deemed applicable to the subject's valuation.

APPRAISAL PROCESS

In good appraisal practice, three approaches to value are normally used to arrive at a value conclusion for a given property. These approaches are the Sales Comparison Approach, the Cost Approach, and the Income Approach. The Sales Comparison Approach is based on deriving a value indication by comparing properties that have been sold recently to the subject property and adjusting the sales price of the comparables for any basic differences. The Income Approach considers the present value of the future benefits of income and ownership. To estimate the income potential of the subject, comparable rents are obtained and reconciled to the subject, then a deduction is made for anticipated expenses. The resulting net income is then capitalized into value using a rate supported by market data. The Cost Approach provides a value indicator based on the cost to reproduce the improvements less any observed depreciation. The value estimate of the land developed through the Sales Comparison Approach is then added to the depreciated value estimate of the Improvements. As noted above, the appraiser has utilized the Sales Comparison Approach only as the land only is considered in this appraisal report.

LAND SALES

The following vacant land sales were utilized to arrive at opinion of value for the subject site.

LAND SALE NO. 1

Location: Walnut Street, Hattiesburg
Date: 04/07/2016
Price: \$20,000
Size: 18,270 sq ft
Price/SF: \$1.09
Zoning: R-1A, Single Unit Residential
Confirmation: MLS # 103560/Re/Max Real Estate
Comments: Located just south of Southern Avenue on Walnut Street.
Generally level vacant site.

LAND SALE NO. 2

Location: North 24th Avenue., Hattiesburg
Date: 04/07/2017
Price: \$22,000
Size: 36,940 sq ft
Price/SF: \$.60
Zoning: R-1B, Single Unit Residential
Confirmation: MLS # 107417/Coldwell Banker
Comments: Corner of North 24th and Quinn Street.
Vacant site purchased for future development.

LAND SALE NO. 3

Location: South 21st Avenue , Hattiesburg

Date: 06/30/2015

Price: \$10,000

Size: 15,000 sq ft

Price/SF: \$.67

Zoning: R-1A, Single Unit Residential

Confirmation: MLS # 101179/Realty Executives

Comments: Located just south of Hardy Street. Vacant site purchased for future development.

The above lot sales indicate an unadjusted range in value from \$.60 to \$1.09 per square foot. All are in the subject market segment. The subject area is virtually fully developed and there are very few vacant sites that are available for sale. Research of the market found these sales to be the most recent and relevant to the subject's valuation. Sale 1 was given the most reliance due to time and location. After considering time, size, location, topography, the subject's location in a flood zone, and other pertinent factors, the value opinion of the subject site is \$.80 per square foot. Thus the value of the subject is:

BEFORE VALUE

4,000 sf @ \$.80 = \$3,200.00

AFTER VALUE

3,225 sf @ \$.80 = \$2,360.00

Value Before Taking	\$3,200.00
Value After Taking	\$2,580.00
Damages	\$ -0-
Just Compensation Due Owner	\$ 620.00
Rounded	\$ 650.00

I appreciate the opportunity to prepare this appraisal report for you. Should you have any questions regarding this matter, please do not hesitate to contact me.

Sincerely

Stan Lightsey

Stan Lightsey
RA-16

ADDENDA

APPRAISER'S CERTIFICATION

I certify that, to the best of my knowledge and belief:

- the statements contained in this report are true and correct.**
- the reported analyses, opinions, and conclusions are limited only by the reporting assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.**
- I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest with respect to the parties involved unless otherwise stated.**
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.**
- my engagement in this assignment was not contingent upon developing or reporting predetermined results.**
- My compensation for completing this assignment is not contingent upon the developing or reporting of a predetermined value or a direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.**
- no one provided significant appraisal assistance to the person signing this appraisal unless otherwise noted.**
- unless otherwise noted, the person signing this report has not performed an appraisal or rendered any other service regarding the subject property in the past three years.**
- The Appraisal Institute conducts a voluntary re-certification process for its designated members. I am currently certified under this program.**

Stan Lightsey

**Stan Lightsey
RA-16**

UNDERLYING ASSUMPTIONS AND LIMITING CONDITIONS

This appraisal is subject to the following limiting conditions:

The legal description furnished is assumed to be correct.

No responsibility is assumed for matters of a legal character nor does the appraiser render any opinion as to title which is assumed to be good. All existing liens and encumbrances have been disregarded unless otherwise noted and the property is appraised as though free and clear and under responsible ownership and competent management.

The appraiser believes to be accurate the information provided by others; but assumes no responsibility for its accuracy.

Possession of this report, or a copy thereof, does not carry with it the right of publication, and neither all nor any part of the contents of this report may be disseminated to the public through media of any type nor may be used for any other purpose other than that specified in the engagement by the client without the previous written consent of the appraiser and client particularly as to the value conclusions, the identity of the appraiser or the firm with which he is employed, or to the SRA designation of The Appraisal Institute.

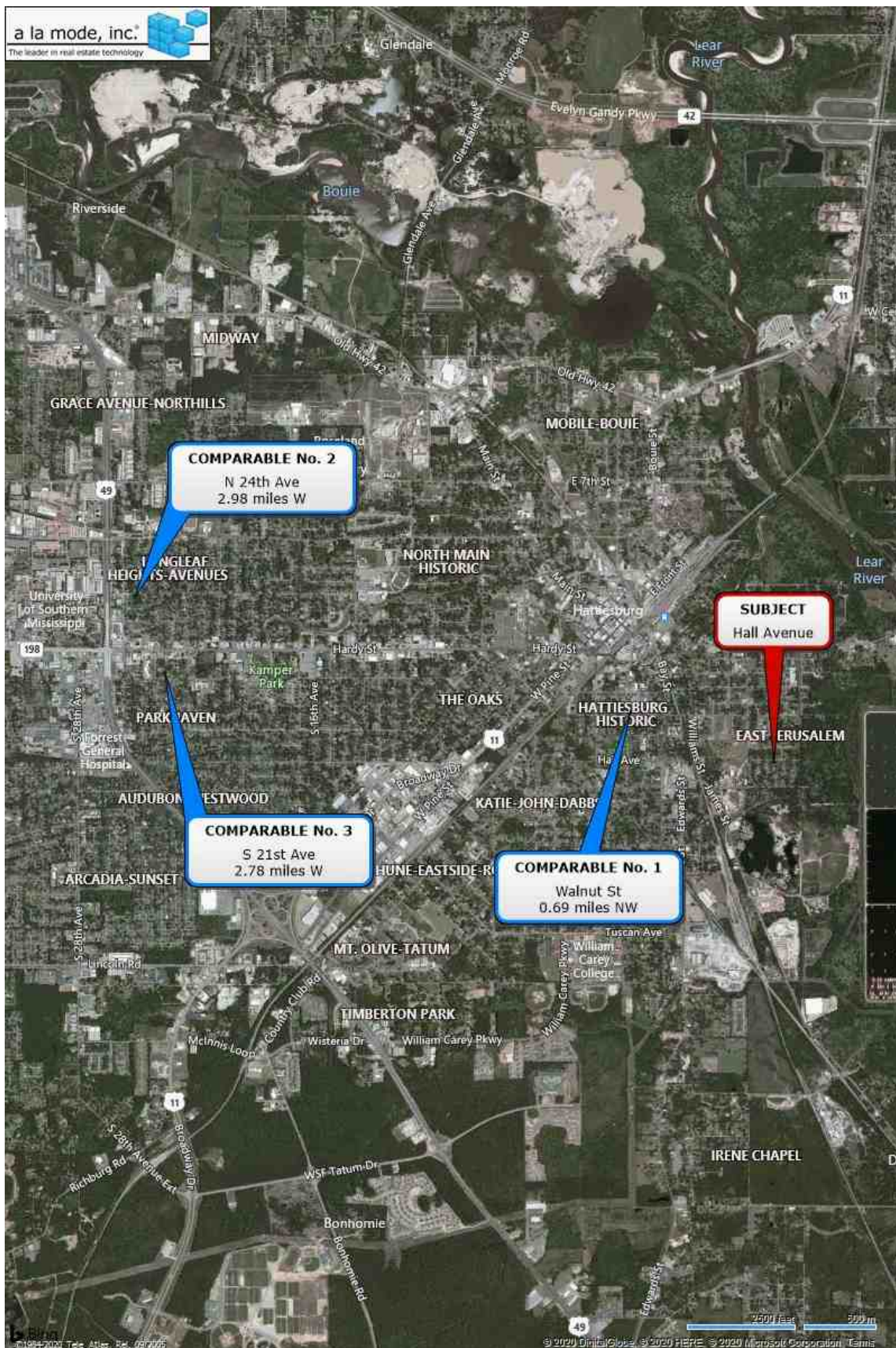
The appraiser will not be required to give testimony or appear in court by reason of this appraisal, with reference to the property in question, unless prior arrangements have been made.

The distribution of the total valuation in this report between land and improvements applies only under the existing program of utilization. The separate valuations for land and improvements must not be used in conjunction with any other appraisal and are invalid if so used.

Unless otherwise stated in this report, the existence of hazardous substances, including but not limited to asbestos, poly-chlorinated biphenyls, petroleum leakage, mold, or agricultural chemicals; which may or may not be present on the property, or other environmental conditions; were not called to the attention of nor did the appraiser become aware of such during the inspection of the property. The appraiser has no knowledge of the existence of such materials on or in the property unless otherwise stated. The appraiser is not an expert in the environmental field and is not qualified to test for such substances or conditions. If the presence of hazardous substances or environmental conditions may affect the value of the property, the value opinion is predicated on the assumption that there is no such condition in or on the property or in such proximity thereto that it would cause a loss in value. No responsibility is assumed for such conditions; nor for any expertise or knowledge required to discover them. The client is advised to retain an expert in the field of environmental impact on real estate if such conditions are suspected.

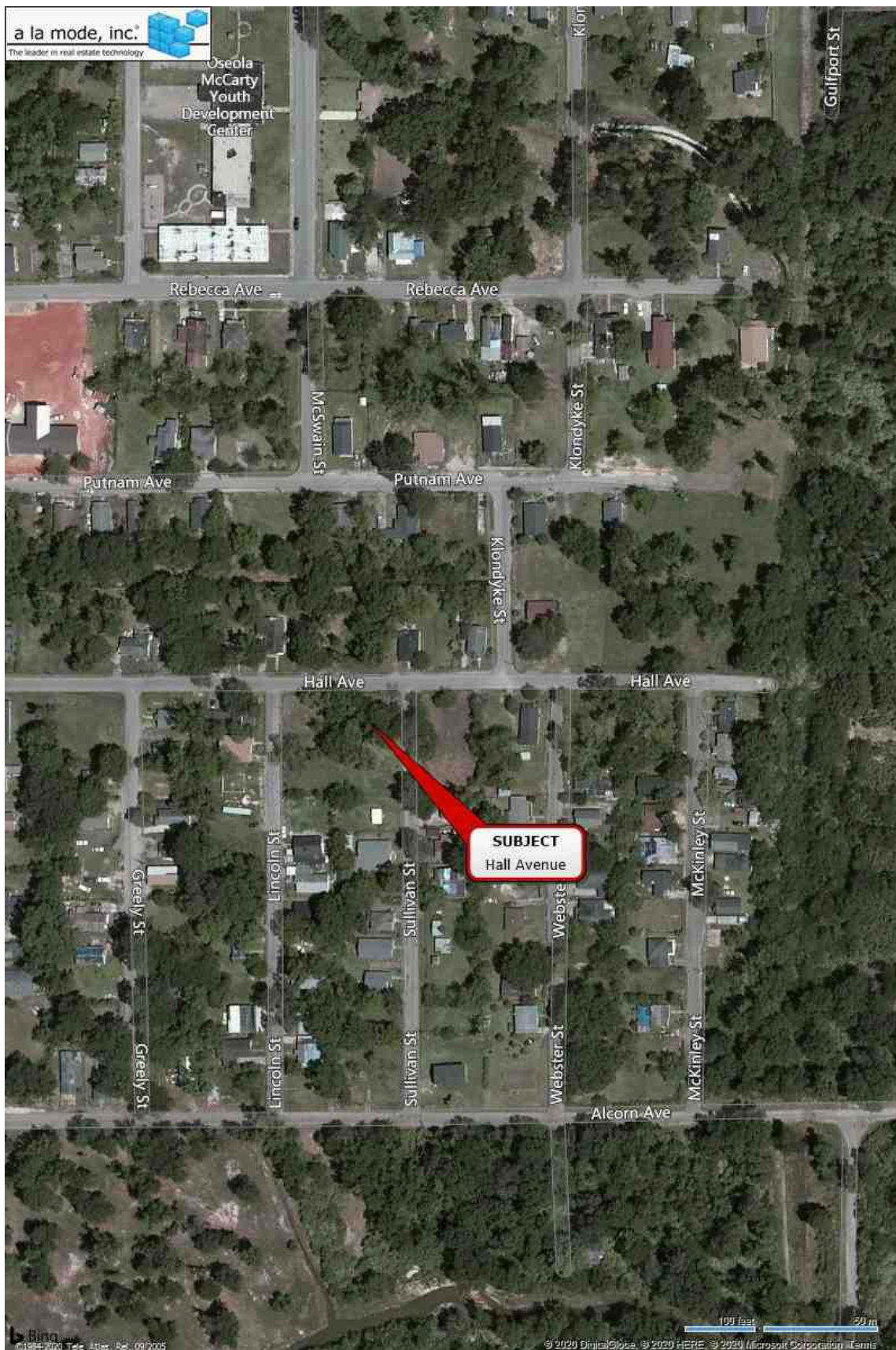
Location Map

Owner	Curtis R. Gates					
Property Address	Hall Avenue					
City	Hattiesburg	County	Forrest	State	MS	Zip Code 39401
Client	City of Hattiesburg					



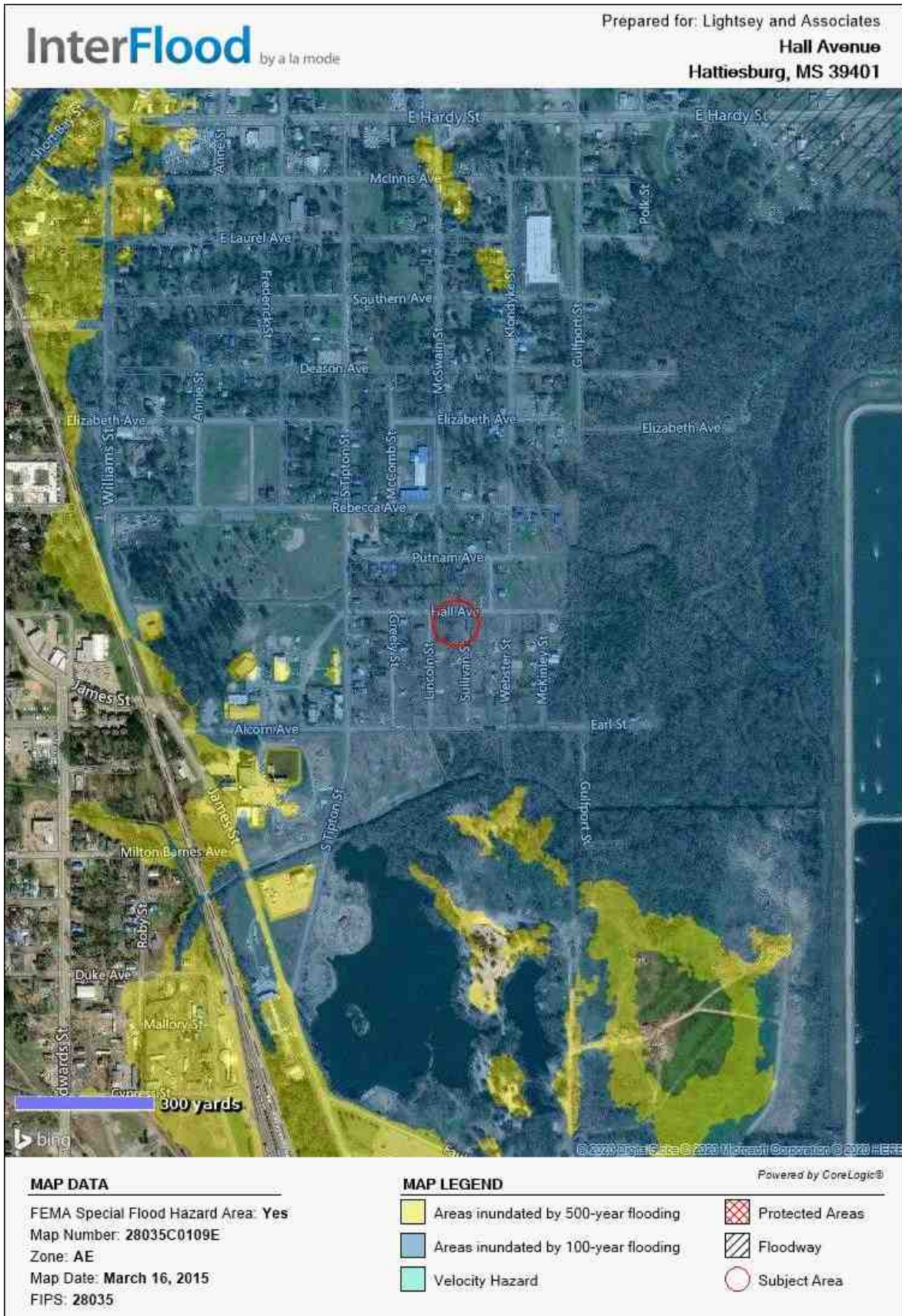
Location Map

Owner	Curtis R. Gates					
Property Address	Hall Avenue					
City	Hattiesburg	County	Forrest	State	MS	Zip Code 39401
Client	City of Hattiesburg					



Flood Map

Owner	Curtis R. Gates					
Property Address	Hall Avenue					
City	Hattiesburg	County	Forrest	State	MS	Zip Code 39401
Client	City of Hattiesburg					



Plat Map



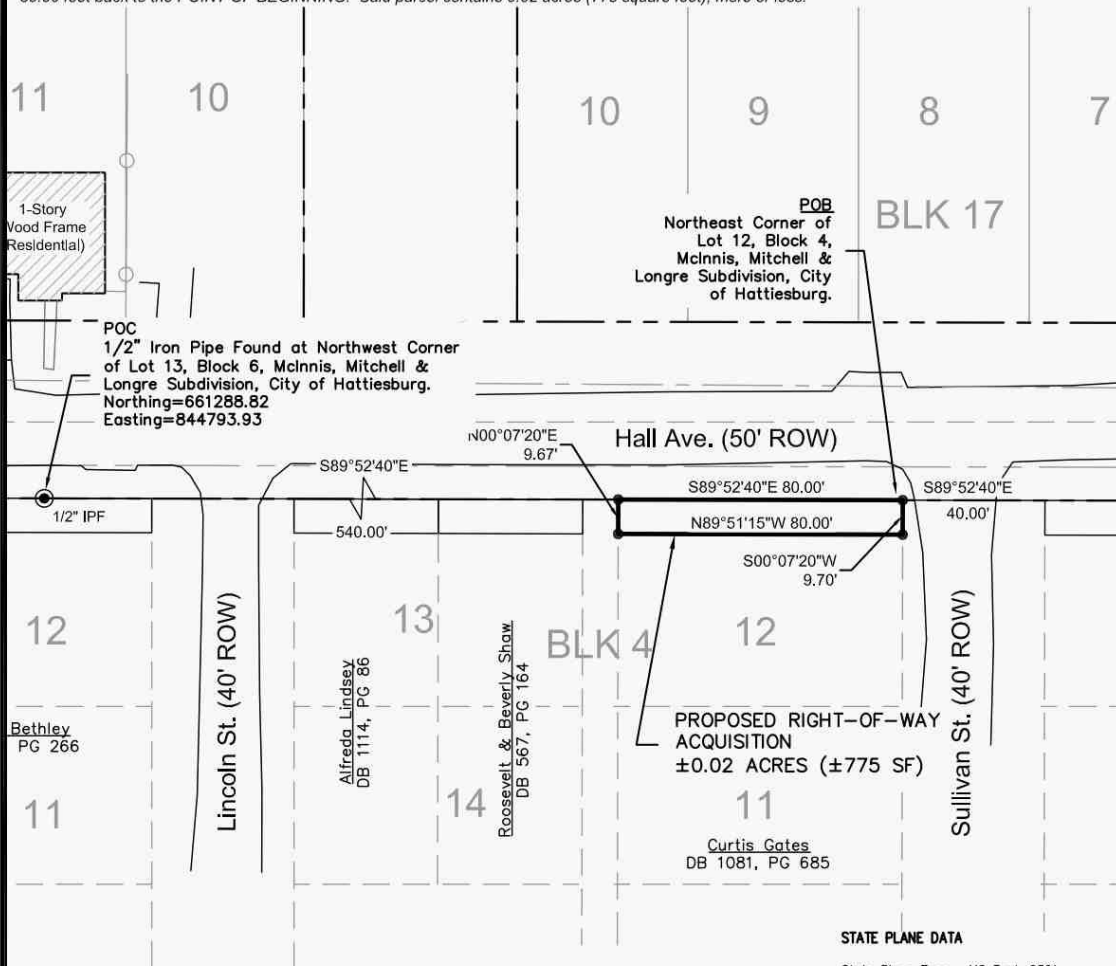
Survey

Curtis Gates - +/-0.02 Ac.

LEGAL DESCRIPTION (Proposed Right-of-Way Acquisition)

Subdivision, City of Hattiesburg, Forrest County, Mississippi, as per map or plat thereof on file in the office of Chancery Clerk of Forrest County, Mississippi, being more particularly described as follows:

Commencing at a found 1/2" iron pipe at the Northwest Corner of Lot 13 of Block 6 of Said McInnis, Mitchell & Longre Subdivision, City of Hattiesburg, Mississippi; thence run and along the southern right-of-way boundary of Hall Avenue South 89 degrees 52 minutes 40 seconds East for a distance of 540.00 feet, to the Northwest Corner of Lot 12 of Block 4 of Said McInnis, Mitchell & Longre Subdivision, City of Hattiesburg, Mississippi, said point also being the Point of Beginning; thence continue and along said southern right-of-way boundary South 89 degrees 52 minutes 40 seconds East for a distance of 80.00 feet said point also being the Northeast Corner of Lot 12 of Block 4 of Said McInnis, Mitchell & Longre Subdivision, City of Hattiesburg, Mississippi, thence run and along the western right-of-way boundary of Sullivan Street South 00 degrees 07 minutes 20 seconds West for a distance of 9.70 feet; thence leaving said western right-of-way boundary run North 89 degrees 51 minutes 15 seconds West for a distance of 80.00 feet to a point on the western boundary of said Lot 12 of Block 4; thence run and along said western boundary North 00 degrees 07 minutes 20 seconds East for a distance of 9.67 feet to the Northwest Corner of said Lot 12, of Block 4, said point also being a point on the southern right-of-way boundary of Hall Avenue; thence run and along said southern right-of-way boundary South 89 degrees 52 minutes 40 seconds East for a distance of 80.00 feet back to the POINT OF BEGINNING. Said parcel contains 0.02 acres (775 square feet), more or less.



LEGEND:

BK
PG
CTP
MPF
IPF
●
POB
POC
○
MONUMENT FOUND

PROPOSED RIGHT-OF-WAY
BOOK
PAGE
FOUND CRIMP-TOP PIPE
FOUND METAL PIPE
FOUND IRON ROD
SET 1/2" IRON REBAR
POINT OF BEGINNING
POINT OF COMMENCEMENT
UTILITY POLE
MONUMENT FOUND

NOTES:

1. Class "B" Survey.
2. No Additional Record Search for Easements was Conducted.
3. Date of Field Survey: Nov. 5, 2019.
4. Orientation is based on GPS observation, Grid North, as referenced to MS State Plane Coordinate System, East Zone.
5. Location of existing subdivision lines based upon monuments from on the interior of McInnis, Mitchell, & Longre Subdivision.

REFERENCE MATERIAL:

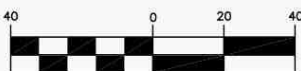
1. McInnis, Mitchell, & Longre Subdivision Plat in the City of Hattiesburg
2. Forrest County Tax Maps
3. Quitclaim Deed Bk 1081, PG 685

STATE PLANE DATA

State Plane Zone: MS East-2301
Datum: NAD 1983
Combined Factor: 0.99997228
Convergence Angle: -0° 13' 55.65"
Reference Point: Northwest Corner of Lot 13, Block 6



GRAPHIC SCALE



(IN FEET)

1 inch = 40 ft.

PRELIMINARY - PINS NOT SET

Clearpoint
CONSULTING ENGINEERS, P.A.

6652 US Highway 98 | Hattiesburg, MS 39402
t 601.261.2609 | f 601.261.5573 | clearpointengineers.com

PREPARED FOR:



Right-of-Way Survey

**Curtis Gates
PPIN: 22050**

CCE NO: 76242036

SCALE: 1" = 40'

DATE: 11/30/2019

CHECKED: RTB

DRAWN: JCR

SHEET 1 OF 1

Drawing Location: S:\76242036\dwg\PLATS\76242036-PLATS.dwg

Tax Data

4/9/2020

Delta Computer Systems

Forrest County Mississippi



Delta Computer Systems, Inc.

Property Link FORREST COUNTY, MS

Current Date 4/ 9/2020

Tax Year 2019

Records Last Updated 4/ 9/2020

PROPERTY DETAIL

OWNER GATES CURTIS R
P O BOX 615
NEW AUGUSTA MS 39469

ACRES : **NA**
LAND VALUE : 1130
IMPROVEMENTS : **NA**
TOTAL VALUE: 1130
ASSESSED : 170

PARCEL 2-037D-14-105.00

ADDRESS 1307 HALL AVENUE

TAX INFORMATION

YEAR 2019	TAX DUE	PAID	BALANCE
COUNTY	11.06	0.00	11.39
CITY	9.03	0.00	9.30
SCHOOL	10.90	0.00	11.23
TOTAL	30.99	0.00	31.92 3% Penalty

Pay Tax

LAST PAYMENT DATE **NA**

MISCELLANEOUS INFORMATION

EXEMPT CODE		LEGAL LT 12 BLK 4
HOMESTEAD CODE	None	PREV #:H0656-04-011
TAX DISTRICT	1110	MCINNIS, MITCHELL, & LONGRE
PPIN	022050	
SECTION	14	
TOWNSHIP	04N	
RANGE	13W	B 1081 P 685 04/30/2010
Book 1081	Page 685	

[PURCHASE COUNTY TAX SALE FILES](#)

TAX SALES HISTORY, FOR UNPAID TAXES

<u>Year</u>	<u>Sold To</u>	<u>Redeemed Date/By</u>
NO TAX SALES FOUND		

[View Appraisal Record](#)

Back

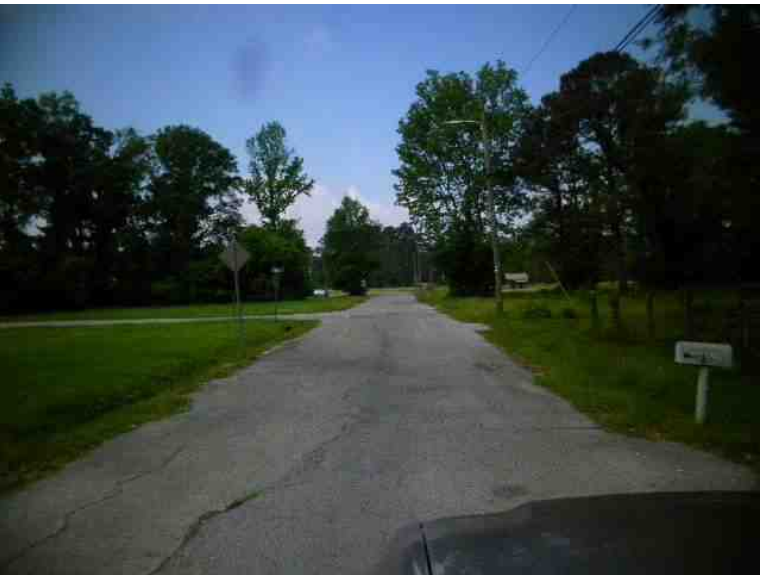
[Forrest County Home](#) | [Chancery Court](#) | [Instrument Indexing](#) | [Online Property Tax Payments](#) | [Online Personal Property Tax Payments](#) | [Online Mobile Home Tax Payments](#) | [Online Car Tag Payments](#)
[Privacy Policy](#) | [Terms of Use](#) | [Contact Us](#) | [Help](#)

Photograph Addendum

Owner	Curtis R. Gates					
Property Address	Hall Avenue					
City	Hattiesburg	County	Forrest	State	MS	Zip Code 39401
Client	City of Hattiesburg					



View of Subject



View of Hall Avenue

Richard & Thomas, PLLC
Attorneys at Law

Stephen K. Thomas

132 Westover Drive
Hattiesburg, MS 39402
(601)602-2457 phone
(601)602-2458 fax

October 1, 2019

City of Hattiesburg
Attn: Lamar Rutland
P.O. Box 1898
Hattiesburg, MS 39403-1898

Re: Hall Avenue East Project (Property 8)

Lot 12, Block 4, McInnis, Mitchell, & Longre Subdivision, Hattiesburg, Forrest County, Mississippi, as per the official map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi.

Also referred to as:

LOT 12 BLK 4 MCINNIS, MITCHELL & LONGRE SUB

Parcel: 2-037D-14-105.00/Previsou H0656-04-011/PPIN: 22050

Section 14, Township 4 North, Range 13 West

Tax Deed recorded DB 1078 / PG 346

Pursuant to your request, I have examined the land records on file in the office of the Chancery Clerk of Forrest County, Mississippi, relating to the above described real property for a period back of thirty-one years prior to this date, and find sufficient evidence that the above described property was conveyed by Quitclaim Deed to **CURTIS R. GATES**, dated April 30, 2010, and recorded in Land Deed Book 1081 at Page 685. Based upon my examination for the aforesaid period and with the presumption that prior conveyances in chain of title are legal and valid, it is my opinion that the said Curits R. Gates, own a tax title in and to above described real property subject to the following liens, encumbrances and reservations;

RESERVATIONS

1. This opinion does not cover the oil, gas or other minerals lying on or under said property and no opinion is given thereon.
2. As no current survey is present, I do not certify as to the actual occupancy, nor to matters which should be revealed by an accurate survey of subject lands, nor do I certify rights of parties in possession, deficiency in the quantity of lands, boundary line disputes, roadways, unrecorded servitudes or easements, any matters not of proper record which would be disclosed by a true and

accurate survey and inspection of the property, and easements or other uses of subject lands not so visible from the surface.

3. Title is subject to any liability or loss due to environmental contamination by past uses of the property as a toxic hazardous waste site, or due to violation of any environmental protection law of any governmental body.
4. Title is subject to instruments of record being properly filed and indexed in the office of the Chancery Clerk where the property is located.
5. This is not a guarantee of title and is not an insurance policy on said property, and this opinion is for the use and benefit of only the party or parties to whom it is addressed and may not be availed of or relied upon by any other person(s) or entity.
6. Title is subject to confirmation of the vesting tax sale in interest obtained by Tax Deed from the Forrest County Chancery Clerk to Edgewood, LLC, dated March 3, 2010, and recorded in Land Deed Book 1078 at Page 346 for the 2006 Forrest County ad valorem real property taxes.
7. Title is subject to that the interest of **James Charles Trotter, Jr.**, who is the last record owner of the real property prior to the aforementioned matured tax sales and deed. Further, title is subject to the conveyance into James Charles Trotter, Jr., by Quitclaim Deed dated January 10, 2005, and recorded in Land Deed Book 955 at Page 177; which deed was made using a power of attorney from Flora Hicks to Lula Trotter which is not of record in the land records on file in the office of the Chancery Clerk of Forrest County, Mississippi.
8. Title is subject to those certain Condemnation of Unsafe and Dilapidated Property issued by the City of Hattiesburg dated April 17, 2007, and recorded in Land Deed Book 1012 at Page 287.

ENCUMBRANCES

None.

TAXES

Taxes assessed by Forrest County, Mississippi for 2019 are not due and owing but would constitute a lien against said property if not paid by January 31, 2020.

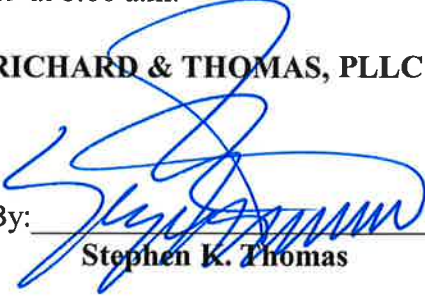
2018 Forrest County ad valorem taxes for Parcel No. 2-037D-14-105.00, PPIN 22050, are **due and owing** in the amount of \$31.10 plus penalty and interest accruing.

JUDGMENTS

This opinion reflects only those judgments recorded on the Judgment Rolls in the office of the Circuit Clerk of Forrest County, Mississippi. As of this date, no such judgments appear.

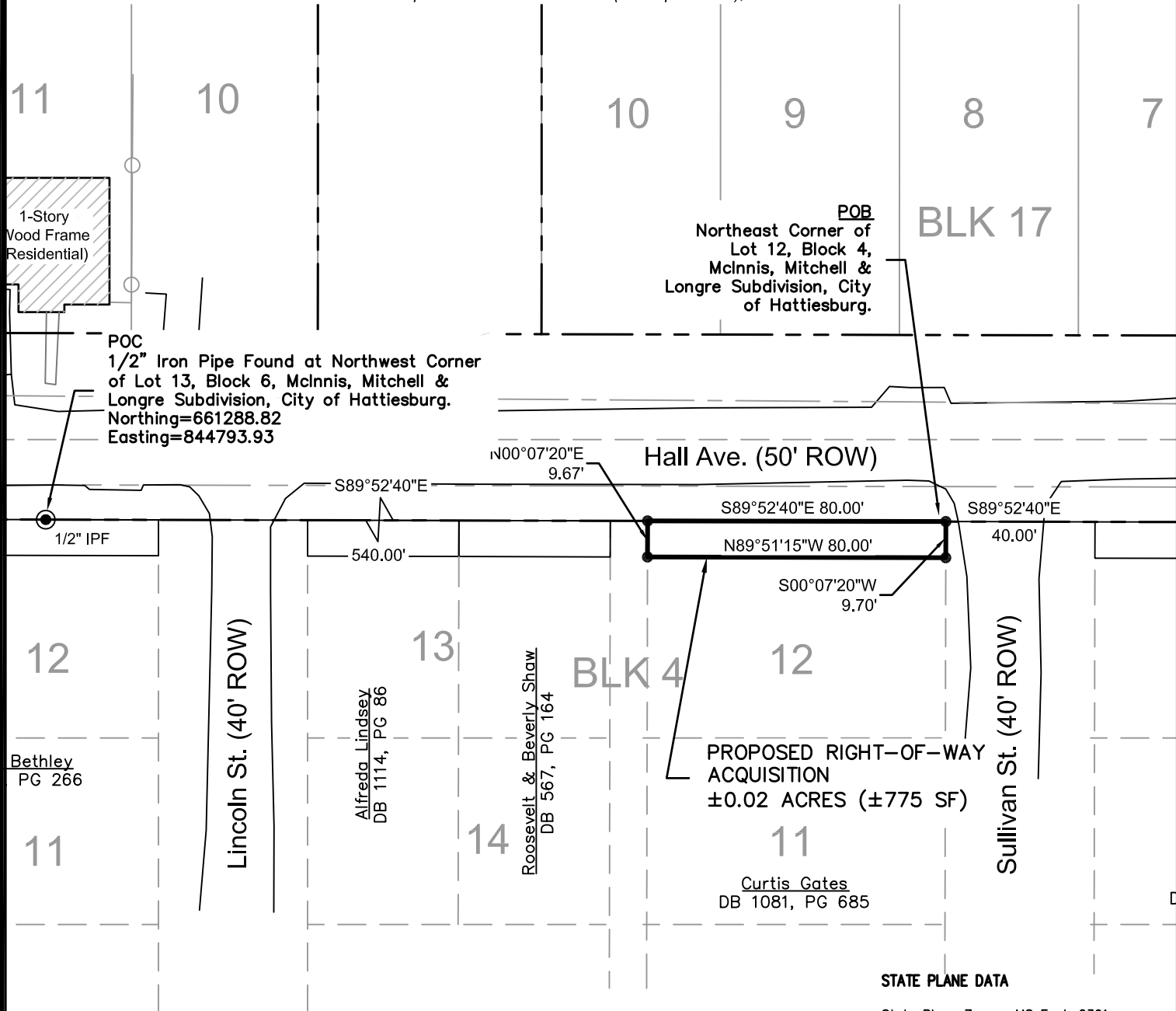
This, the 1st day of October, A.D., 2019 at 8:00 a.m.

RICHARD & THOMAS, PLLC

By: 

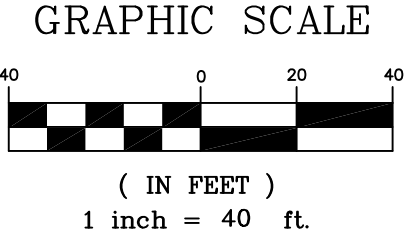
Stephen K. Thomas

Curtis Gates - +/-0.02 Ac.
LEGAL DESCRIPTION (Proposed Right-of-Way Acquisition)
Subdivision, City of Hattiesburg, Forrest County, Mississippi, as per map or plat thereof on file in the office of Chancery Clerk of Forrest County, Mississippi, being more particularly described as follows:
Commencing at a found 1/2" iron pipe at the Northwest Corner of Lot 13 of Block 6 of Said McInnis, Mitchell & Longre Subdivision, City of Hattiesburg, Mississippi; thence run and along the southern right-of-way boundary of Hall Avenue South 89 degrees 52 minutes 40 seconds East for a distance of 540.00 feet, to the Northwest Corner of Lot 12 of Block 4 of Said McInnis, Mitchell & Longre Subdivision, City of Hattiesburg, Mississippi, said point also being the Point of Beginning; thence continue and along said southern right-of-way boundary South 89 degrees 52 minutes 40 seconds East for a distance of 80.00 feet said point also being the Northeast Corner of Lot 12 of Block 4 of Said McInnis, Mitchell & Longre Subdivision, City of Hattiesburg, Mississippi, thence run and along the western right-of-way boundary of Sullivan Street South 00 degrees 07 minutes 20 seconds West for a distance of 9.70 feet; thence leaving said western right-of-way boundary run North 89 degrees 51 minutes 15 seconds West for a distance of 80.00 feet to a point on the western boundary of said Lot 12 of Block 4; thence run and along said western boundary North 00 degrees 07 minutes 20 seconds East for a distance of 9.67 feet to the Northwest Corner of said Lot 12, of Block 4, said point also being a point on the southern right-of-way boundary of Hall Avenue; thence run and along said southern right-of-way boundary South 89 degrees 52 minutes 40 seconds East for a distance of 80.00 feet back to the POINT OF BEGINNING. Said parcel contains 0.02 acres (775 square feet), more or less.



LEGEND:

BK	PROPOSED RIGHT-OF-WAY
PG	BOOK
CTP	PAGE
MPF	FOUND CRIMP-TOP PIPE
IPF	FOUND METAL PIPE
●	FOUND IRON ROD
○	SET 1/2" IRON REBAR
●	POINT OF BEGINNING
○	POINT OF COMMENCEMENT
○	UTILITY POLE
○	MONUMENT FOUND



- NOTES:**
- Class "B" Survey.
 - No Additional Record Search for Easements was Conducted.
 - Date of Field Survey: Nov. 5, 2019.
 - Orientation is based on GPS observation, Grid North, as referenced to MS State Plane Coordinate System, East Zone
 - Location of existing subdivision lines based upon monuments from on the interior of McInnis, Mitchell, & Longre Subdivision.

- REFERENCE MATERIAL:**
- McInnis, Mitchell, & Longre Subdivision Plat in the City of Hattiesburg
 - Forrest County Tax Maps
 - Quitclaim Deed Bk 1081, PG 685

STATE PLANE DATA

State Plane Zone: MS East-2301
Datum: NAD 1983
Combined Factor: 0.99997228
Convergence Angle: -0° 13' 55.65"
Reference Point: Northwest Corner of Lot 13, Block 6



PRELIMINARY - PINS NOT SET

Clearpoint
CONSULTING ENGINEERS, P.A.

6652 US Highway 98 | Hattiesburg, MS 39402
t 601.261.2609 | f 601.261.5573 | clearpointengineers.com



PREPARED FOR:	Right-of-Way Survey	CCE NO.: 76242036
		SCALE: 1" = 40'
		DATE: 11/30/2019
		CHECKED: RTB
		DRAWN: JCR
		SHEET 1 OF 1



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, April 6, 2021

Re: Authorize acquisition of a portion of a parcel of property identified as Forrest County Parcel No. 2-038C-16-360.00 (PPIN 021804) for the Dynamic Message Sign Project; Acknowledge receipt of Appraisal Report; Determine the appraisal valuation of \$1,240.00 to be Just Compensation for the aforementioned portion of the parcel; Authorize Mayor to make a Fair Market Value Offer for the property of \$1,240.00; Authorize Mayor to execute any and all documents required to complete the transaction; Authorize issuance of a manual check in payment thereof upon closing of transaction.
File Number: 2021-304
Minute Book #

Summary

Authorize acquisition of a portion of a parcel of property identified as Forrest County Parcel No. 2-038C-16-360.00 (PPIN 021804) for the Dynamic Message Sign Project; Acknowledge receipt of Appraisal Report; Determine the appraisal valuation of \$1,240.00 to be Just Compensation for the aforementioned portion of the parcel; Authorize Mayor to make a Fair Market Value Offer for the property of \$1,240.00; Authorize Mayor to execute any and all documents required to complete the transaction; Authorize issuance of a manual check in payment thereof upon closing of transaction.

Recommendation Statement

I recommend approval of this item.

Please place this on the April 6, 2021 City Council meeting for consideration.

APPRAISAL REPORT

Parcel Number(s) 2-038C-16-360.00
Owner Richard J. Jones & TSH Rental, Inc.
Vacant / Occupied / Leased Vacant
County Forrest
Project Name Dynamic Message Sign Project
Effective Date of the Appraisal March 1st, 2021
Report Date March 17th, 2021
Report Requested for Original Appraisal

Prepared For



The City of Hattiesburg
c/o Lamar Rutland, Director of Engineering
P.O. Box 1898
Hattiesburg, MS 39403

This Appraisal Report Was Prepared By



ZAC FAIRLEY APPRAISALS & CONSULTING

601-466-2750 ZFAPPRaiser@GMAIL.COM

Possession of this report does not carry or imply a right of use and/or publication. This real property appraisal report is the property of the City of Hattiesburg and may not be utilized or cited in whole or in part without the express written consent of an authorized agent or official of the City of Hattiesburg.

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Appraisal Report

Parcel No. 2-038C-16-360
Project Dynamic Message Sign Project
County Forrest
Owner(s): Richard J. Jones & TSH Rental, Inc. Address: P.O. Box 250
Phone: Gulfport, MS 39502

Estate Appraised: ☒ Fee Area of Whole Tract 20,625 Sq. Ft.
☐ Easement Area of Remaining Tract 20,350 Sq. Ft.
☐ Other Area to be Acquired 275 Sq. Ft.

Within the scope of the assignment and consistent with USPAP Standard Rules 1 and 2-2, the following analyses, opinions and conclusions have been developed and are reported in this **Appraisal Report**. Within the Scope of Work which is described in more detail later in this report, it may be necessary to invoke the Jurisdictional Exception Rule of the USPAP in certain instances so as to maintain conformity with the Uniform Appraisal Standards for Federal Land Acquisitions, and compliance with certain laws of the State of Mississippi, and certain Federal Regulations promulgated pursuant to The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L. 91-646, as amended, 42 U.S.C §4601, et seq., and regulations promulgated pursuant thereto found at 49 C.F.R. Part 24.

Property Owner Contact Record

Subject Property Inspection Dates: 3/01/2021

The property owner or their designated representative **was** offered an opportunity to accompany the appraiser performing this appraisal during the appraisal inspection of the property. A Right of Way Acquisition Guide was **mailed** to the property owner on February 19, 2021. *(If opportunity was not offered, explain in comments)*

Contact Comments	
A packet was certified mailed to the property owner with their listed business address on February 19 th , 2021. This packet included a letter containing a description of the project, a right-of-way plat, as well as, a right-of-way acquisition guide. The letter also offered the property owner an opportunity to accompany the appraiser performing this appraisal during the appraisal inspection of the property.	
We were unable to make contact with the property owner. We proceeded with our inspection of the site on March 1 st , 2021.	
Is the Property being Leased or Rented? No	
Lessor:	Lessee:
Terms of Lease:	

Appraiser:
(signature)



Date: 3/17/2021

(print name)
(license type)

Zachary H. Fairley
State Licensed Real Estate Appraiser # LA-1868

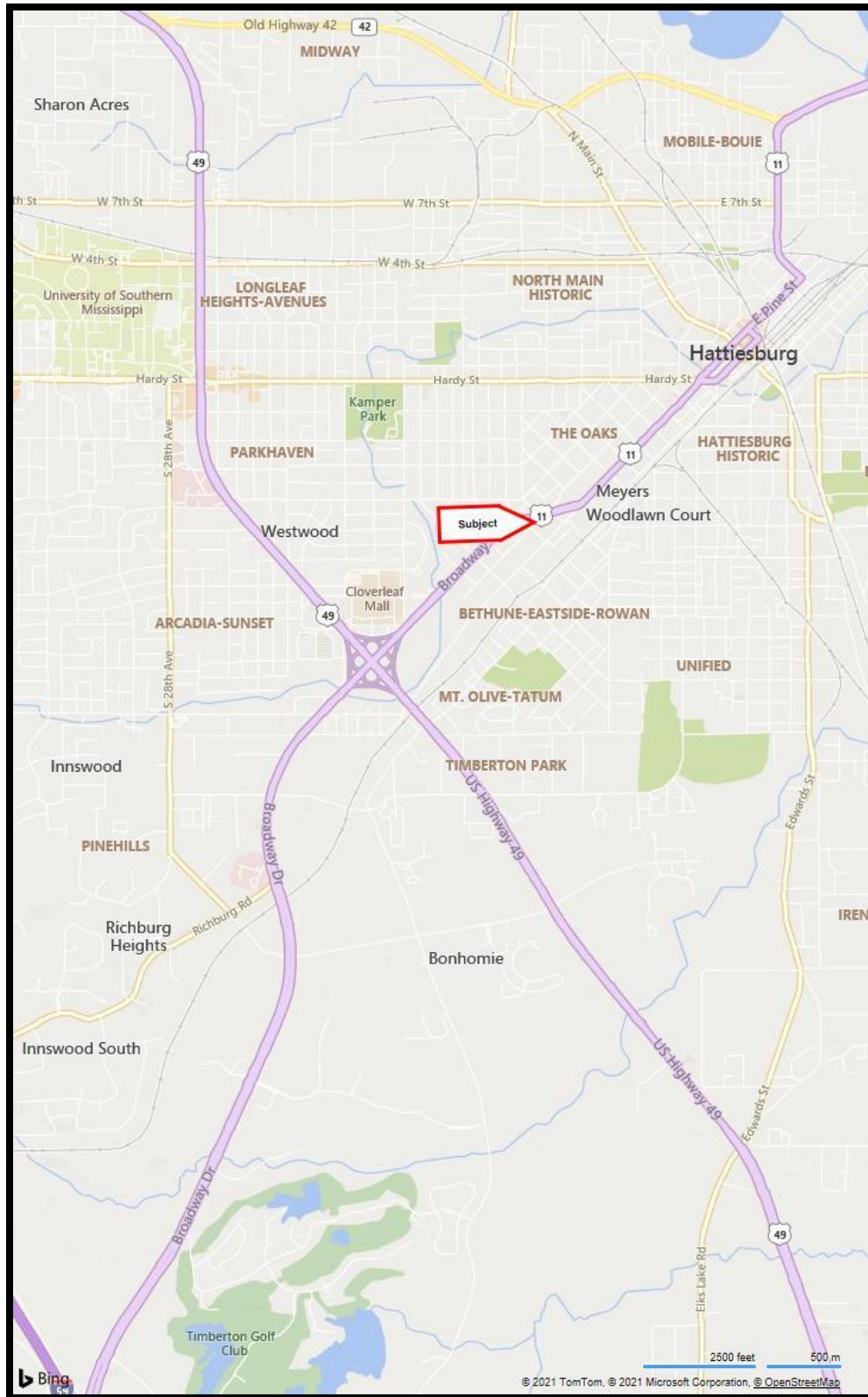
Appraiser:
(signature)



Date: 3/17/2021

(print name)
(license type)

Gerald Collins
State Certified General Real Estate Appraiser # GA-35



Summary of Facts and Findings

Parcel No. 2-038C-16-360.00

Property Owner: Richard J. Jones & TSH Rentals, Inc.
Address: 228 Broadway Drive, Hattiesburg, MS 39401
Phone:

Identification of the Property Appraised:

Brief description of property identification, such as Section, Township, Range, Lot and Block, Street Address, etc.

The subject property is located at the intersection of Broadway Drive and W Florence Street, in Hattiesburg, Forrest County. According to the Forrest County Tax Assessor's records, the site area contains 20,625 square feet. This was considered accurate and used as the site area in our report. If provided a survey, indicating a different acreage, we reserve the right to alter our appraisal accordingly. The property was considered to have a highest and best use of commercial.

The subject is located on 16th Section Land. The lease agreement is for 99 years, commencing September 4, 1947 and set to expire September 3rd, 2046. The owner of the improvements does not own the land, resulting in a leasehold interest. See extraordinary assumptions narrative on Page 14 for more detail.

The legal description identifies the property as part of Lots 4 – 6 lying South and East of the Mississippi U.S. Highway No. 11, aka Broadway Drive, in Block 78 of D.D. McInnis Subdivision of Block 78 of the D.D. McInnis Third Survey or Addition to the City of Hattiesburg, Mississippi and being located in Section 16, Township 4 North, Range 13 West, all being in the City of Hattiesburg, Forrest County, Mississippi.

Estate Appraised:

(Fee, Easement, Other)

Fee Simple, Leasehold

Size of the Whole Tract (Before):

20,625 Sq. Ft.

Size of the Remaining Parcel (After):

20,350 Sq. Ft.

Size of the Area to be Acquired:

275 Sq. Ft.

Highest and Best Use Before (Whole Tract):

Commercial

Highest and Best Use After (Whole Tract):

Commercial

Unit Value of the Land (Before)

\$4.50 / SF

Unit Value of the Land (After)

\$4.50 / SF

Improvements:

(Briefly describe the improvements, such as, single family house, shed, barn, etc.)(List any personal property not covered in the appraisal report.)

The site is improved with a +/-5,004 square foot (GBA) commercial office building, built in 1983. I was unable to access the interior of the building and only an exterior inspection was performed. The exterior of the building appears to be in average condition. The building was formerly occupied by Mississippi Regional Housing Authority No. VIII; Assisted Housing. At the time of inspection, it appeared the tenant had vacated the building with an available for lease sign located on the property. The listing agent is London & Stetlemen Realty.

The building is approximately 64' from the existing right-of-way at its closest point in the before condition. The improvements are not being affected and were not valued in this report. For this reason, the valuation of the building was not included in this report. The value stated in this report is the land value only. There is a paved parking area on two sides of the building. The property has good visibility and access to Broadway Drive and W. Florence Street.

The building will be located +/- 51.3' from the proposed right of way in the after condition.

Parcel No. 2-038C-16-360.00

Appraisal Report

Project

Dynamic Message Sign Project

Page 3

Total Before Value:	\$92,815
Total After Value:	\$91,575
Just Compensation:	\$1,240

Allocation of Compensation for All interest: <i>(List all interest such as Q interest, Temporary Easements, Warranty Deeds, etc.)</i>				
Parcel No.	Land	Improvements	Damages	Total
2-038C-16-360.00	\$1,240			\$1,240

Effective Date of the Appraisal:	3/01/2021
Date of Report:	3/17/2021

Certification of Appraiser

I certify that, to the best of my knowledge and belief:

The statements of fact contained in this report are true and correct; The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and legal instructions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions;

I have no present or prospective interest in the property appraised and no personal interest or bias with respect to the parties involved;

Neither my engagement or my compensation for completing this appraisal assignment was contingent upon my developing or reporting a predetermined result, predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal;

The real property appraisal documented in this appraisal report was completed in accordance with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 USC 4601 et seq.), and requirements for appraisals as outlined in 49 CFR 24, Subpart B, dated January 4, 2005. To the extent appropriate under the Laws of the State of Mississippi, the real property appraisal documented in this appraisal report was completed in conformity with the Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA), which are compatible with standards and practices of the Appraisal Foundation's Uniform Standards of Professional Appraisal Practice (USPAP), except to the extent that compliance with the Uniform Act, 49 CFR 24, and the UASFLA required invocation of the (USPAP) Jurisdictional Exception Rule in certain instances, so as to conform with the over-riding federal law relating to the valuation of real estate for government acquisition purposes.

This appraisal conforms with the appropriate State laws, regulations, policies, and procedures applicable to the appraisal of rights of way for highway purposes;

Unless expressly stated otherwise in this report, I made a personal inspection of the property appraised and the property owner, or his/her designated represented, was given the opportunity to accompany me on the inspection;

Zac Fairley has made a personal inspection of the property that is the subject of this report on March 1st, 2021. Gerald Collins did not inspect the property.

Any decrease or increase in the fair market value of the real property prior to the date of valuation caused by the public improvement for which such property is to be acquired, or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner, was disregarded in determining the compensation for the property;

No one provided significant professional assistance to me in the performance of this appraisal except for the following named individuals: None;

I have not performed any services regarding the subject property in within the three (3) year period immediately preceding acceptance of the assignment, as an appraiser or any other capacity;

I have not revealed the findings and results of this appraisal report to anyone other than the proper officials of the City of Hattiesburg and I will not do so until authorized by the Department or until required by law.

My analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with Uniform Standards of Professional Appraisal Practice, as promulgated by the Appraisal Foundation;

Zac Fairley is licensed by the State of Mississippi as a Licensed Real Estate Appraiser, License No. LA-1868. Gerald Collins is certified by the State of Mississippi as a General Real Estate Appraiser, License No. GA-35. As of the date of this report, we have completed the continuing education program required to maintain our license.

The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

The Appraisal Institute conducts a program of continuing education for its designated members and members are awarded periodic educational certification.

Parcel No. 2-038C-16-360.00 Project Dynamic Message Sign Project
Appraisal Report

Based upon our independent appraisal and the exercise of our professional judgment, it is our opinion that the valuation of the subject property is as follows:

Fair Market Value of the Whole Tract (as defined in this report)	Before	\$92,815
Fair Market Value of the Remainder Property	After	\$91,575
The difference between the Fair Market Value of the whole tract and the remainder is		\$1,240

as of March 1st, 2021 and is my opinion of just compensation, for the acquisition of the real property rights described in this appraisal report.

Date **3/17/2021**

Appraiser (sig.)



(name)
(License)

Zachary H. Fairley
State Licensed Real Estate Appraiser # LA-1868

Date **3/17/2021**

Appraiser (sig.)



(name)
(License)

Gerald Collins
Certified General Real Estate Appraiser # GA-35

Appraisal Scope of the Work

Identification of Client and Intended Users

The City of Hattiesburg requested appraisal of the property described in this report. The intended user of this appraisal report is the City of Hattiesburg and such employees or agents authorized by the City of Hattiesburg to utilize the information contained herein. There are no other intended users.

Intended Use of the Appraisal Report

The facts, analyses, opinions, and conclusions contained in this appraisal report establish an estimate of just compensation, as prescribed under the laws of the State of Mississippi, payable for the acquisition of specified real property rights, being acquired for public use. The estimate of just compensation in this appraisal report includes the fair market value of the property, damages to the remaining property, if any, and such curative costs as are permitted by the Laws of the State of Mississippi, and, upon determination by appraisal review that this appraisal report complies with all applicable standards and requirements, serves as the basis for the establishment of the amount believed to be just compensation for the acquisition of the "real property" described herein. There are no other intended uses.

Purpose of the Appraisal

The purpose of the appraisal is to render an opinion as to the Fair Market Value of specified real property as of the stated date and, through application of the Before and After Rule as prescribed under the laws of the State of Mississippi, the valuation of the remainder of specified real property. The difference between these two valuations is the value being sought by the client and is reported to the client as the "opinion of just compensation".

Parameters of Data Search

The scope of the assignment is to collect and verify as completely as possible, comparable sales, and rentals, if applicable, from within the subject area, or other areas that, in the opinion of the appraiser, are reasonably comparable to the subject area, so that a value conclusion may be derived.

Sources of the data, utilized for this appraisal, include county deed records, real estate brokers, real estate appraisers, and other individuals knowledgeable in the local real estate market and, as applicable and appropriate, other individuals knowledgeable in specific types of property. One or more of the principals involved in the transactions, grantor, grantee, attorney, financier, broker of the transaction, or their representatives, have verified the market sales used in this report. Mississippi is a non-disclosure State. Other than the recordation of a deed, there is no legal requirement for grantors, grantees, or other parties to a transaction, to disclose any information relative to the transfer of real property. Since there is no legal requirement for the deed to include the transaction price when it is recorded, it is possible that there are transactions for which purchase price data could not be obtained.

Extent of Property Inspection

Per the USPAP Scope of Work Rule, “The report must contain sufficient information to allow intended users to understand the scope of work performed”. The extent of the subject property inspection, including interior and exterior areas, is required content of the appraisal report per the USPAP scope of work rule and per guidance from the FHWA regarding requirements for scope of work. The “extent of the inspection process” includes, but is not limited to: a declaration as to the part or parts of the property that were actually viewed or not viewed during the inspection; for structures and other improvements, whether such items were physically measured by the appraiser, whether interior and/or exterior inspection was performed for each item, and a declaration regarding the level of detail associated with the inspection of tangible property. The following is a description of the extent of the inspection performed on the subject property for this appraisal assignment

I inspected the exterior of the building, walked the proposed acquisition area, and physically measured the building on March 1st, 2021. This inspection was documented with photographs and measurements showed later in the report. The building will have similar parking and was not considered to be affected by the proposed R.O.W.

Note: The appraiser was not given access to the interior of the building. The appraiser has the right to alter this appraisal if any information that is deemed necessary to the valuation of this appraisal report is provided.

Valuation Process

The data obtained is to be analyzed, when appropriate, via the Cost, Income, and Sales Comparison Approaches to Value, with appropriate support for any adjustments made and the value conclusions. The values derived via these three approaches, if applied, are then reconciled into final opinions of value for the subject property for both the before condition and after condition, respectively. The just compensation opinion thus derived by this process encompasses the value of the partial acquisition, improvements within the acquisition, damages to the remainder (if any), including any curative costs impacted by the acquisition in accordance with the Uniform Act and the Laws of the State of Mississippi.

Property Rights Appraised

The property rights appraised in this report consist of fee simple, and, as applicable and appropriate, easement, leased fee, and leasehold interest(s).

“Fee Simple Estate” is defined as: “Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power and escheat.” Source: Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th ed., s.v. “fee simple estate”, (Chicago: Appraisal Institute, 2015), PDF e-book.

“Easement” is defined as: “The right to use another's land for a stated purpose.” Source: Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th ed., s.v. “easement”, (Chicago: Appraisal Institute, 2015), PDF e-book.

“Leased Fee Interest” is defined as: The ownership interest held by the lessor, which includes the right to receive the contract rent specified in the lease plus the reversionary right when the lease expires.” Source: Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th ed., s.v. “leasehold fee interest”, (Chicago: Appraisal Institute, 2015), PDF-ebook.

“Leasehold Interest” is defined as: “The right held by the lessee to use and occupy real estate for a stated term and under conditions specified in the lease.” Source: Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th ed., s.v. “leasehold interest”, (Chicago: Appraisal Institute 2015), PDF e-book.

Property Appraised: Estate(s)	List and describe, if necessary, the property right(s) appraised (i.e., fee simple, easement, other)
Fee Simple, Leasehold	

Fair Market Value Defined

Fair Market Value is value in exchange. It is “the most probable price, as of a specified date, in cash, or in terms equivalent to cash, or in other precisely revealed terms, for which the specified property rights should sell after reasonable exposure in competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self-interest, and assuming that neither is under undue duress”. (See the *Terms and Definitions* section of this report for the source of this definition)

Assumptions and Limiting Conditions

This appraisal is subject to the following underlying assumptions and limiting conditions:

The appraiser certifies that to the best of his or her acknowledge and belief, the statements contained in this appraisal report, subject to the limiting conditions set forth below are correct.

This appraisal is of the property described in this report.

The appraiser has made no survey of the property and assumes that the areas and dimensions shown herein are correct. Any sketch or identified survey of the property included in this report is only for the purpose of assisting the reader in visualizing the property.

Certain information in this report was obtained from and/or furnished by sources believed to be reliable; however, the absolute accuracy of information is not guaranteed. If relevant information or errors come to the attention of the appraiser, the appraiser reserves the right to change, alter, revise, or void the opinions contained in this report in part or in their entirety.

Possession of this report does not imply the right of publication and it may not be used without the consent of the City of Hattiesburg. This report is to be used in its entirety. The appraiser is not responsible if any part of this report is used to the exclusion of the remainder.

I am not familiar with any engineering studies made to determine the bearing capacity of the land or that indicate any mineral contents of a significant nature.

The appraiser has no knowledge of the existence of hazardous materials on the property unless otherwise stated in this report. The appraiser, however, is not qualified to detect such substances. The presence of any such substances, which may be potentially hazardous materials, may affect the value of the property. However, as directed by the client, the City of Hattiesburg, this value estimate is predicated on the assumption that there are no such materials on or in the property that would cause a loss in value.

To the best of my knowledge no portion of the value assigned to the subject property is for items, which are non-compensable according established laws.

This property has been appraised as though free of all liens, unless otherwise stated herein. No responsibility is assumed for matters legal in nature, nor is any opinion of title rendered herewith. Good title is assumed.

Certain background and other relevant information applicable to the appraisal of this property and for this appraisal report is given in the project data brochure, which is incorporated herein by reference.

This appraisal was performed within requirements of regulation, law, and supplemental appraisal standards that are applicable to appraisals performed for governmental acquisitions and thus, certain valuation opinions and conclusions stated in this appraisal report are affected by these requirements. Applicable Mississippi Law is found at Mississippi Code Section 65, Section 43, Section 11, and also found in certain published decisions of the Mississippi Supreme Court as they pertain to property acquisition by Eminent Domain. Applicable Federal Law is found in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L. 91-646, as amended, 42 U.S.C §4601, et seq., and regulations promulgated pursuant thereto found at 49 C.F.R. Part 24 and further described in *"The Uniform Appraisal Standards for Federal Land Acquisitions"*,

The reported value estimate assumed no impact on value because of "Section 404 wetlands", as defined by the U. S. Army Corps of Engineers. The client is urged to seek advice of an expert to determine any potential impact on wetlands on the property.

There **are** additional assumptions and limiting conditions applicable to this appraisal

In order to estimate compensation, the “before and after” technique has been used. This involves appraising the whole property, the acquisition and the remainder property. The valuation of the whole property does not take into consideration project influence. The acquisition is valued as a pro rata part of the whole. The remainder is appraised as impacted by the acquisition and project. A forecast is being made when appraising the remainder after. This forecast is a hypothetical situation. The compensation includes value of the acquisition and any damages to the remainder which may arise.

No opinion as to title is rendered. Name of ownership and the legal description were obtained from sources generally considered reliable. Title is assumed to be marketable and free and clear of all liens, encumbrances, easements, and restrictions except those specifically discussed in this report. The property is appraised assuming it to be under responsible ownership and competent management and available for its highest and best use.

Extraordinary Assumptions and Hypothetical Conditions

Standard Rule 1-2(g) and (h) and Standard Rule 2-2 (a)(viii) and (b)(viii) of the *Uniform Standards of Professional Appraisal Practice* require the appraiser to identify and state all extraordinary assumptions and hypothetical conditions when developing and reporting an appraisal.

The *Uniform Appraisal Standards for Federal Land Acquisitions*, Section 1.2.7, page 13, further states that:

“An extraordinary assumption may be used in an assignment only if:

1. it is required to properly develop credible opinions and conclusions;
2. the appraiser has a reasonable basis for the extraordinary assumption;
3. use of the extraordinary assumption results in credible analysis; and
4. the appraiser complies with disclosure requirements set forth in USPAP for extraordinary assumptions.”

“A hypothetical condition may be used in an assignment only if :

1. use of the hypothetical condition is clearly required for legal purposes, for purposes of reasonable analysis, or for purposes of comparison;
2. use of the hypothetical condition results in a credible analysis;
3. the appraiser complies with the disclosure requirements set forth in USPAP for hypothetical conditions, and
4. the hypothetical condition is provided to the appraiser in writing by the client or an authorized representative of the client.”

USPAP 2020-2021, pg. 4 defines extraordinary assumption as “an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser’s opinions or conclusions. Uncertain information might include physical, legal or economic characteristics of the subject property; or conditions external to the property, such as market conditions or trends, or the integrity of data used in an analysis.

USAP 2020-2021, pg. 4 defines hypothetical condition as “a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results but is used for purpose of analysis.” Hypothetical conditions are contrary to known facts about physical, legal, or economic characteristic of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis.

An appraiser cannot make an assumption or accept an instruction that is unreasonable or misleading, nor can an appraiser make an assumption that corrupts the validity of the value estimate. Written legal instructions that have proper foundation must be accepted and must be included in the appraisal report.

Following, if applicable, are all extraordinary assumptions and/or hypothetical conditions that affected the analyses, opinions, and conclusions of this report which are explained in the scope of work:

Acquisition of R.O.W. and easements pertaining to Local Public Agencies typically infer that all drives, curbing and pavement will be replaced with similar or better material. We have made the assumption that all drives, curbs and pavement will be reconnected with like kind material.

The subject is located on 16th Section Land. The lease agreement is for 99 years, commencing September 4, 1947 and set to expire September 3rd, 2046. The owner of the improvements does not own the land, resulting in a leasehold interest. These leases were initiated with a one-time upfront lease payment and with no annual payments due. The district has announced in the past that they intend to cancel these long-term leases and adjust new leases to market terms. There have been recent discussions that new commercial leases will be 40 year leases calculated at 10% of the assessed value of the land. However, we are not aware of any recently executed leases that have adjusted the existing leases to market. We have contacted Dr. Allen Oubre of the Hattiesburg Public School District to determine the status of the commercial leases in the subject area, and he has stated that due to the potential adjustment of leases to market, no title insurance is available to purchasers of 16th Section commercial leasehold real estate. For this reason, the school board has made no decision to adjust the exiting long-term rates. Based on our research of the current market and the participants in the management of 16th Section leases, it appears that no lease adjustments are plausible. We have made the extraordinary assumption that no adjustments to the long term lease will be made in the future. Should this prove to not be the case, we reserve the right to alter our final opinion of value.

Following, if applicable, are appraiser instructions that affected the analyses, opinions, and conclusions of this report:

None

Following, if applicable, there are no temporary easement assumptions.

None

Statement on The Use of Significant Professional Assistance and The Use of Consultant's Report(s)

If professional assistance was provided to the appraiser, the name of the individual(s) providing such assistance must be stated below. This includes both professional appraisal assistance and providers of subsidiary assistance, e.g., appraisers, registered foresters, architects, attorneys, planning and permitting consultants, engineers, cost estimators, marketing consultants, etc., etc.

If applicable, the following is a description of any necessary or appropriate steps that were performed in the completion of this appraisal assignment that were not previously noted in the scope of work, including a list of the individual(s) providing professional assistance and the type and extent of assistance provided.

A plat of the proposed acquisition area was provided by Clearpoint Consulting Engineers, P.A. We have relied on the acreage from the plat to determine the size of the acquisition area.
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Declaration of Jurisdictional Exception to the Uniform Standards of Professional Appraisal Practice

In conformity with the requirements of USPAP Standard Rule 2-1(a, b, & c), this section of the appraisal report references those specific laws and regulations that prescribe methods and procedures of appraisal and appraisal reporting contrary to that required by USPAP. Application of the Jurisdictional Exception Rule of the USPAP is hereby declared.

Linking Estimate of Value to Specific Exposure Time –

The Comment to USPAP Standards Rule 1-2(c) states *“when reasonable exposure time is a component of the definition for the value opinion being developed, the appraiser must also develop an opinion of reasonable exposure time linked to that value opinion”*. The Comment to USPAP Standards Rule 2-2(a)(v) and 2-2(b)(v) states *“when an opinion of reasonable exposure time has been developed in compliance with Standards Rule 1-2(c), the opinion must be stated in the report”*. Under Federal appraisal standards, “exposure time” statements are not permitted to appear in appraisal reports prepared for governmental acquisitions. Therefore, pursuant to Miss. Code, Sec. 65-1-8 all real property appraisals prepared, shall invoke a Jurisdictional Exception to the requirements of USPAP 2-2(a)(v) and 2-2(b)(v) in order to maintain compliance with Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L. 91-646, as amended, 42 U.S.C §4601, et seq., found at 49 C.F.R. Part 24.103 and stated with specificity in *“The Uniform Appraisal Standards for Federal Land Acquisitions”*, Section 1.2.4., Page 10 and Section 4.2.1.2, Page 95.

Consideration of Land Use Regulations –

USPAP Standard Rule 1-3(a) requires analysis of the effect existing land use regulations and reasonably probable modifications to same. This requirement is contrary to Federal appraisal standards. All real property appraisals, must disregard any recent rezoning if such rezoning was a consequence of, or in anticipation of, the government project for which the appraisal is being conducted. Therefore, pursuant to Miss. Code, Sec. 65-1-8, all real property appraisals shall invoke a Jurisdictional Exception to the requirements of USPAP 1-3(a) in order to maintain compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L. 91-646, as amended, 42 U.S.C §4601, et seq., and regulations promulgated pursuant thereto found at 49 C.F.R. Part 24.103 and stated with specificity in *“The Uniform Appraisal Standards for Federal Land Acquisitions”*, Section 4.3.2.4.1, Page 109.

Consideration of Anticipated Public Projects –

USPAP Standard Rule 1-4(f) requires the appraiser to analyze the effect on value of anticipated public improvements located on or off the property appraised. The appraisal requirements of USPAP Standard Rule 1-4(f) are contrary to State and Federal Law regarding appraisals performed for government acquisitions. All real property appraisals must disregard any decrease or increase in the fair market value of real property caused by the government project for which the appraisal is being conducted. Therefore, per Mississippi Law found in the Miss. Code, at Sec. 43-37-31 and Federal Law found in Title III, Sec. 301(3) of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L. 91-646, as amended, 42 U.S.C §4601, et seq., and regulations promulgated pursuant thereto found at 49 C.F.R. Part 24.103(b) all real property appraisals performed shall invoke a Jurisdictional Exception to the requirements of USPAP 1-4(f).

Valuation by Market Approach Only (a.k.a. Sales Comparison Method):

All real property appraisals performed for the purpose of governmental acquisitions within the scope of The Uniform Act are authorized to omit cost and income approaches to valuation where sufficient sales data exists to produce a reliable opinion of value by use of the Market Approach alone (*a.k.a. Sales Comparison Approach*). Therefore, pursuant to the Miss. Code, at Sec. 65-1-8 and Federal Law under the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L. 91-646, as amended, 42 U.S.C §4601, et seq., and regulations promulgated pursuant thereto found at 49 C.F.R. Part 24.103(a)(3), all real property appraisals performed shall invoke Jurisdictional Exception to the requirements of Standard Rule 1-4(b, c), and Standard Rule 2-2(a)(xi) as it pertains to same.

Additions to the Scope of Work and Comments (if necessary)	
The Scope of Work included: a) An inspection of the subject property and the research and collection of data pertaining to recent economic development and real estate activity in Forrest County, Mississippi, as well as other parts of the state. The Sales Comparison approach to value was used. Information was collected from courthouse records, files of reliable real estate professionals, property owners and developers, the search of public records through the use of commercial sources of data such as printed comparable data services and computerized databases. Search parameters such as dates of sales, leases, locations, sizes, and types of properties were started with relatively narrow constraints and, if necessary, were expanded until the appraiser had either retrieved data sufficient (in the appraiser's opinion) to estimate market value, or until the appraiser believed that he had reasonably exhausted the available pool of data. Efforts were made to verify the data with persons directly involved in the transactions such as buyers, seller, brokers, or agents. At the appraiser's discretion, some data was used without personal verification if, in the appraiser's opinion, the data appeared to be correct. In addition, the appraiser considered any appropriate listings or properties found through observation during appraiser's data collection process. The appraiser reported only the data deemed to be pertinent to the valuation problem; b) Investigating and analyzing any pertinent easements or restriction, on the fee simple ownership of the subject property. It is the client's responsibility to supply the appraiser with a title report. If a title report is not available, the appraiser will rely on a visual inspection and identify any readily apparent easements or restrictions; c) Analyzing the data found and has reached conclusions regarding the market value, as defined in the report, of the subject property as of the date of value using appropriate valuation approach(es) identified above; d) Preparing the appraisal in compliance with the Uniform Standards of Professional Appraisal Practice as promulgated by The Appraisal Foundation and the Code of Professional Ethics and Certification Standard of the Appraisal Institute; e) Preparing an Appraisal Report, as defined in USPAP, which includes photographs of the subject property, descriptions of the subject neighborhood, the site, and any improvements on the site, a description of the zoning, a highest and best use analysis, a summary of the most important sales used in the appraiser's valuation, a reconciliation and conclusion, and other data deemed by the appraiser to be relevant to the assignment. Pertinent data and analyses not included in the report may be retained in the appraiser's files; f) This appraisal report is an estimate of market value of the property, assuming quality materials, workmanship and properly functioning equipment and mechanics of the building. It does not serve as a home or building inspection, structural inspection, environmental or pest inspection. In preparing this report, the appraiser is not acting as a home or building inspector, engineer, surveyor, or pest inspector. In performing the limited inspection of this property, areas that were readily accessible were visually observed and the review is superficial only. This inspection is not technically exhaustive and does not offer warranties or guarantees of any kind. It is advised to have any structure inspected by an inspector or other suitable professional that offers such warranted or guaranteed inspection of the structural, environmental aspects, or other areas of concern.	

Area & Neighborhood Data

The subject property is located at the lighted intersection of Broadway Drive and E. Florence Street, near downtown Hattiesburg. Broadway Drive connects downtown Hattiesburg to Highway 49 and Interstate 59. Broadway Drive is developed with a variety of retail, office, and car dealerships. The overall commercial market in this area is relatively stable, and there are no projected significant value changes in this market.



Aerial Map

Parcel No. 2-038C-16-360.00

Appraisal Report

Project

Dynamic Message Sign Project

Site Description

(Before, Acquisition, After)

Site Description — Before

An analysis of the subject site is particularly important in estimating its highest and best use and for separate valuation from the improvements. The following is a discussion of the subject site in the Before Condition.

Present Use of Site: Commercial

Legal Description of the Total Ownership: We have estimated the site area to contain 20,625 square feet based on the legal description and Forrest County Tax Assessor's records. The legal description identifies the property as part of Lots 4 – 6 lying South and East of the Mississippi U.S. Highway No. 11, aka Broadway Drive, in Block 78 of D.D. McInnis Subdivision of Block 78 of the D.D. McInnis Third Survey or Addition to the City of Hattiesburg, Mississippi and being located in Section 16, Township 4 North, Range 13 West, all being in the City of Hattiesburg, Forrest County, Mississippi.

Location: The property is located at the corner of Broadway Drive and E. Florence Street. The property has a physical address listed as 228 Broadway Drive, Hattiesburg, Forrest County, Mississippi

Dimensions/Area/Shape: The property is triangular in shape. The entire site was estimated to contain 20,625 square feet or 0.47 acres, more or less. The site size was taken from the Forrest County Tax Assessor's website. If provided a survey indicating a different acreage, we reserve the right to alter our value.

Frontage/Access: The subject property has frontage on all sides along Broadway Drive, W. Florence Street, and Corrine Street. Access to the site is from Broadway Drive and W. Florence Street.

Topography: Level at road grade.

Flood Plain and Drainage Data: According to FEMA Flood Panel No. 28035C0108D; dated 3/02/2010, the property is located in Zone X.

Use Restrictions: The property is zoned B-5; Regional Business District by the City of Hattiesburg. The current office use is a legal conforming use.

Site Improvements: Paved Parking and Landscaping

Off-Site Public Improvements: Broadway Drive, W. Florence Street, Corine Street

Adjacent Land Uses: Commercial and Residential

Easements/Encumbrances: We are not aware of any easements or encumbrances that would be a detriment to the property.

Utility Service	Supplier	Utility Service	Supplier
Electricity	Mississippi Power Company	Sewer	City of Hattiesburg
Gas	Spire	Water	City of Hattiesburg

Comments:	Additional narrative, as needed.
The property is a vacant office building with 22 marked parking spaces. The parking requirement for similar buildings is 1 space per 400 square feet of building area. It conforms to the parking requirement for the city.	

Photographs



North side of the property along Broadway Drive



Looking south along Broadway Drive from the site



View of proposed r.o.w. along Broadway Drive



View of the proposed r.o.w.



Parking lot located along W. Florence Street



Looking east along W. Florence Street

Site Description — Area of Acquisition

Location: The acquisition area is located on the west side of the site along Broadway Drive.

Dimensions/Area/Shape: According to the survey provided by Clearpoint Engineering, the subject acquisition area is one contiguous parcel containing +/-275 square feet. The dimensions of the acquisition area are approximately 12.50' x 22'.

Permanent Acquisition: +/-275 square feet

Site Improvements in R.O.W.: The acquisition area is an open grassy area outside of any landscaping or parking area. We did not observe any site improvements located inside the acquisition area.

Rights to be Acquired for Each Parcel: Fee Simple

Comments:	<i>Additional narrative, as needed.</i>
The acquisition area will move in +/- 12.50 feet towards the building. This will be about 51' west of the building at its closest point.	

Site Description — After

Dimensions/Area/Shape: The remaining tract is similar in shape containing a total of +/-20,350 square feet and could continue to support a commercial use.

Frontage/Access: The remaining property has similar frontage with no limitations in access.

Topography: Similar as in the before condition.

Flood Plain and Drainage Data: Similar to the before condition

Use Restrictions: Similar to the before condition

Site Improvements: Similar as in the before condition.

Off-Site Public Improvements: Similar as in the before condition.

Easements/Encumbrances: Similar as in the before condition.

Utilities: Similar to the before condition.

Comments:	<i>Additional narrative, to include any adverse effects on the use of the remainder.</i>
The building will be approximately 51' from the right-of-way in the after condition at its closest point. It was +/- 63' from the right-of-way in the before condition. No damages were considered in the after condition.	

Improvement Description

(Before, Acquisition, After)

The following summary of basic construction details is based on the March 1, 2021 site inspection. The improvements include a 5,004 sf commercial office building. We were unable to access the interior of the building to determine the condition and finish quality.

Basic Construction Details

Design/Style: Office

Foundation: Concrete Slab

Exterior Walls: Masonry Block with stucco front

Roof: Gable, Shingle; **Condition:** Average

Framing, Sheathing and Decking: Typical

Exterior Doors: Aluminum frame with glass inserts

Interior Floors: Unknown

Interior Walls: Unknown

Ceiling: Unknown

Lighting: Unknown

Electrical: Unknown

Plumbing: Unknown

Heating and Cooling: Central

Parking and Drives: Concrete parking lot on the north, west, and south side of the building with a total of 22 marked parking spaces.

Site Improvements: Parking Lot and Landscaping

Actual Age: (1983) 38 years

Items of Deferred Maintenance: None noted during the inspection

Improvements in the Acquisition: None

Improvements Remaining: Commercial office building and parking area similar as in the before condition.

Items of Real Property Appraised

The real property appraised consists of the site area containing 20,625 square feet and improvements.

Items of Personal Property Not Appraised

No items of personal property were appraised in this report.

Whole Tract and Larger Parcel Declaration

Whole Tract Declaration

On those properties where the total ownership and the Larger Parcel are not one-in-the-same, it is possible for a property to contain several Larger Parcels (Highest & Best Use areas). The acquisition may affect more than one Larger Parcel (H&BU area), it is essential that there be a clear declaration by the appraiser as to what part and/or parts of the total ownership are being appraised. This section of the appraisal report declares exactly what was valued in the appraisal process and includes:

- The size of the contiguous total ownership provided to the appraiser by the MDOT
- Declaration of the Larger Parcels (H&BU areas) within the total ownership that are unaffected
- Identification and delineation of the affected Larger Parcels (H&BU areas) described by the following methods as appropriate:
 - a) Clearly visible physical features- road, creek, ditch, fence, tree line, etc.
 - b) Subdivision boundary, Zoning line, corporate limits, county line, section line, etc.
 - c) Dimensioned area as determined by the appraiser

Total "Whole Tract" Declaration and Summary	(Ac./S.F.)
According to the Forrest County Tax Assessor's map, the entire contains a total of 20,625 square feet or 0.47 acres, more or less. The acreage is one parcel in unity of ownership and would have a highest and best use of commercial.	

Declaration of the Larger Parcel (if different from the Whole Tract)

There are three conditions or tests that are considered in determining the larger parcel, unity of ownership, unity of use, and contiguity. In certain instances, the larger parcel may not include all the lands that are contiguous and under identical ownership. In determining the larger parcel to be appraised, reliance on unity of ownership and unit of use will be given substantial weight. In determining the larger parcel, the following is noted:

Larger Parcel(s) Summary	(Dimensions, Size, and Use)
Same as above.	

Highest and Best Use Analysis

¹**Highest and best use** is defined in *The Dictionary of Real Estate Appraisal, Sixth Edition, 2015, page 109*, compiled by the Appraisal Institute as:

“The reasonably probable use of property that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity.”

The reasonable and probable use that will support the highest property value, as defined, as of the date of the appraisal. In order to arrive at a highest and best use estimate, the land is first analyzed as if vacant. Later, the total property, including any existing improvements, is analyzed. In estimating the highest and best use of the subject site, as if vacant and improved, you must first carefully study the existing land use patterns and trends in the area. In estimating the highest and best use of the subject property, the appraiser has considered very carefully the following factors:

1. The land and location is considered in relationship to the local area.
2. The physical characteristics of the land and improvements, including the land's overall size, shape, road frontage, topography, soil and sub-soil conditions and available utilities.
3. In analyzing the highest and best use of the subject, as applicable and appropriate, the Sales Comparison Approach, Cost Approach, and Income Approach are considered.

The procedure used in this report to estimate highest and best use of the subject site was to consider, in sequence, the site's utility, its legal use, it's possible and most feasible use, and, finally, the optimum or highest and best use.

Highest and Best Use Analysis	(Address legal permissibility, physical possibility, financial feasibility, maximum productivity, in Before & After for all larger parcels or whole tract as applicable)
<u>Physically Possible Uses:</u> The first constraint imposed on the possible use of the property is dictated by the physical aspects of the site itself. The site contains 20,625 square feet or 0.47 acres and would be suitable for a variety of uses. Development would be feasible or possible for most commercial, industrial, or residential uses. There are commercial uses surrounding the property with Broadway Drive being a commercial corridor. It is our conclusion that the site is physically suited for a commercial use, that would be consistent with the maximum legal, financial and maximally productive uses. <u>Legally Permissible Uses:</u> The property is located inside the city limits of Hattiesburg. The site is zoned B-5; Regional Business by the City of Hattiesburg. A professional office use is a legal conforming use. <u>Financially Feasible Uses:</u> All uses that are expected to produce a positive return are regarded as financially feasible. The most feasible use would be to continue as a commercial or office use. <u>Maximally Productive Uses:</u> The maximally productive use of the property would be for a commercial use as development of any kind would not be more productive. <u>Conclusion:</u> In estimating the highest and best use of the land as though vacant, consideration has been given to the site's physical characteristics and its financial feasibility. It is our opinion that the highest and best use for the subject site as vacant, would be for a commercial or office use.	

¹ The phrase “highest and best use areas” or “uses” is from wording utilized by the Mississippi Supreme Court in its published eminent domain decisions. Reference of these phrases by the Court has been historically utilized in a manner equivalent to the phrase “Larger Parcel”. For additional information, please refer to the “Terms and Definitions” section of this appraisal report.

Ownership History and Tax Information

Ownership History

In developing a real property appraisal an appraiser must:

1. Analyze any current agreement of sale, option, or listing of the subject property, if such information is available to the appraiser in the normal course of business.
2. Analyze any prior sales of the subject property that occurred within the following minimum time period of five years
3. Discuss below (as applicable) the quality and quantity of data available and analyze within the approaches used and the applicability or suitability of the data.
4. When there is a sale of the subject property to the current owner for an undisclosed price, the appraiser must state that he or she attempted to obtain the purchase price and other terms of the transaction without success. (If transaction price could not be verified please explain below.)

Ownership History					
Property Transactions during the last five years to Date:					
Date	Grantor	Grantee	Consideration	Book/Page	Ver.
1/05/1995	N/A	Richard T. Jones and TSH Rentals, Inc.	N/A	738/153	WD
Explanation: The property is improved with a commercial office building. We are not aware of any conveyances in ownership since the above listed conveyance. The title opinion can be found in the addenda.					

Tax Information			
Tax Parcel I.D. Number	2-038C-16-360.00	True Value – Land	\$67,910
Millage Rate		True Value – Improvements	\$5,530
Property Assessment Rate	15%	Total Value	\$73,440
Special Assessments	None		



Property Link

FORREST COUNTY, MS

Current Date 3/ 2/2021

Tax Year 2020

Records Last Updated 3/ 2/2021

PROPERTY DETAIL

OWNER T S H RENTALS INC & R JONES **ACRES** : **NA**
 C/O STEWART SNEED HEWES **LAND VALUE** : 67910
 P O BOX 250 **IMPROVEMENTS** : 5530
 GULFPORT MS 39502 **TOTAL VALUE**: 73440
 ASSESSED : 11017

PARCEL 2-038C-16-360.00**ADDRESS** 228 BROADWAY DRIVE**TAX INFORMATION**

YEAR 2020	TAX DUE	PAID	BALANCE
COUNTY	721.94	721.94	0.00
CITY	585.33	585.33	0.00
SCHOOL	728.00	728.00	0.00
TOTAL	2035.27	2035.27	0.00

LAST PAYMENT DATE 12 / 31 / 2020**MISCELLANEOUS INFORMATION**

EXEMPT CODE	LEGAL
HOMESTEAD CODE None	1-2-3 LESS H/W BLK 78
TAX DISTRICT 1110	PREV #H0632-03-002
PPIN 021804	4/2/90 631/432
SECTION 16	B691 P387 5/93
TOWNSHIP 04N	DB 738 PG 153 9/95
RANGE 13W	MCINNIS SUB OF MCINNIS 3RD

Book	Page

[PURCHASE COUNTY TAX SALE FILES](#)**TAX SALES HISTORY, FOR UNPAID TAXES**

Year	Sold To	Redeemed Date/By
NO TAX SALES FOUND		

Approaches to Value

All standard techniques used by appraiser in estimating of market value can be grouped into the following three main approaches to value: 1) Sales Comparison Approach, 2) Cost Approach, and 3) Income Approach. One or more of these approaches are used in all appraisal assignments. Use of these approaches will depend on the type of property being appraised and quantity and quality of data available for analysis.

Sale Comparison Approach: A set of procedures in which a value indication is derived by comparing the property being appraised to similar properties that have been sold recently, applying appropriate units of comparison, and making adjustments to the sale prices of comparables based on the elements of comparison. The sales comparison approach may be used to value improved properties, vacant land, or land being considered as though vacant; it is the most common and preferred method of land valuation when comparable sales data are available.

Cost Approach: A set of procedures through which a value indication is derived for the fee simple interest in a property by estimating the current cost to construct a reproduction of, or replacement for, the existing structure; deducting depreciation from the reproduction or replacement cost; and adding the estimated land value, plus an entrepreneurial profit. Adjustments may then be made to the indicate fee simple value of the subject property to reflect the value of the property interest being appraised.

Income Approach: A set of procedures through which an appraiser derives a value indication for an income-producing property by converting its anticipated benefits (cash flows and reversion) into property value. This conversion can be accomplished in two ways. One year's income expectancy can be capitalized at a market-derived capitalization rate or at a capitalization rate that reflects a specified income pattern, return on investment, and change in the value of the investment. Alternatively, the annual cash flows for the holding period and the reversion can be discounted at a specified yield rate.

The Dictionary of Real Estate Appraisal, Fourth Edition, Appraisal Institute

Reason(s) for excluding any of the usual approaches to value	
No income is produced by the property and rentals of ground lease would be weakly supported, therefore, the Income Approach would not apply. The improvements are not being valued, therefore, the Cost Approach was not used.	
The Sales Comparison Approach was the most valid approach and was the approach used in this report.	

SALES COMPARISON APPROACH

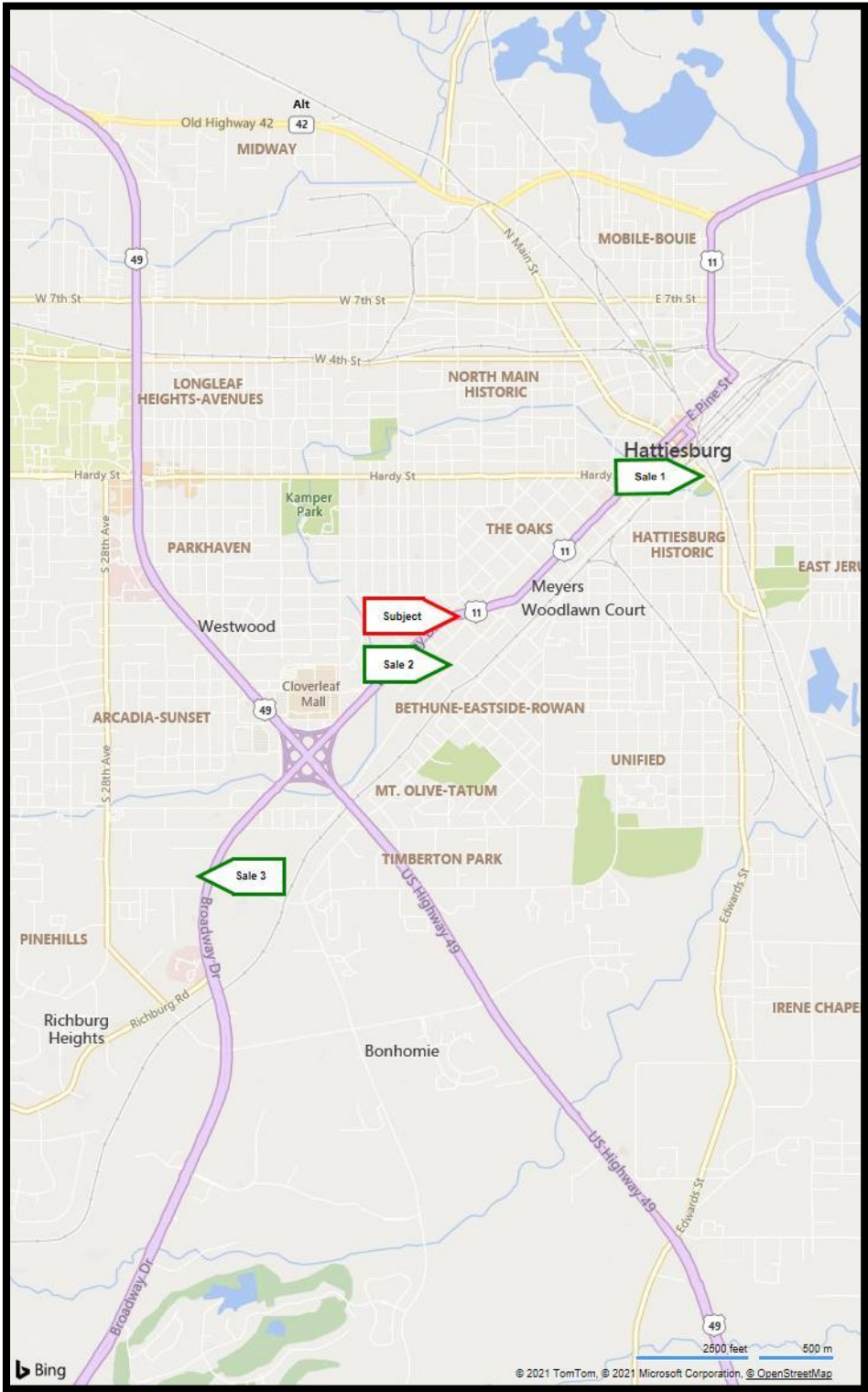
The sales comparison approach involves making direct comparisons of the property being appraised to similar properties that have sold in the same or in a similar market. The comparisons are made in order to derive an estimate of market value for the property being appraised. This approach is based on the economic principle of substitution. The principle implies that a prudent person will not pay more to buy a property than it will cost to construct a comparable substitute property. Although individual sales may deviate from a market norm, a sufficient number tend to produce a pattern indicating the action of typical buyers and sellers in the market.

To apply the sales comparison approach, an appraiser follows a systematic procedure. A general outline of the basic procedure follows:

1. Research the market to obtain information on sales transactions, listings, and offers to purchase or sell properties that are similar to the subject property in terms of characteristics such as property type, date of sale, size, location, and zoning.
2. Verify the data by confirming that the data obtained are factually accurate and that the transactions reflect arms-length market considerations. Verification may also elicit additional information about the market.
3. Select relevant units of comparison (e.g., income multipliers or dollars per acre or per square foot) and develop a comparative analysis for each unit.
4. Compare comparable sale properties with the subject property using the elements of comparison and adjust the sale price of each comparable appropriately to the subject property or eliminate the sale property as a comparable.
5. Reconcile the various value indications produced from the analysis of comparables into a single value indication or a range of values.

In an attempt to estimate the market value of the subject using the sales comparison approach, a thorough investigation of recent commercial land sales in the area has been conducted. The sales presented are believed to be the most comparable sales from this group.

Land Sales Map



Land Sale No. 1



Property Identification

Property Name	Commercial Lot
Address	Hattiesburg, Forrest County, Mississippi 39401
Location	Corner of Buschman Street and Main Street
Tax ID	PPIN # 18565- 18566- 18567

Sale Data

Grantor	Robert Rogge
Grantee	Ferraez Lamar Holdings, LLC
Sale Date	November 18, 2020
Deed Book/Page	1353/381
Property Rights	Fee Simple
Conditions of Sale	Arm's Length
Financing	Conventional
Verification	Confirmed with Michael Anderson (Selling Agent) by ZF; 3/09/2021

Sale Price	\$43,500
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Land Data

Zoning	B-3
Topography	Open
Utilities	Electricity, Water, Sewer
Frontage	257' Main Street; 110' Buschman Street
Flood Info	Portion of the property located in a flood zone

Gross Land Size	0.346 Acres or 15,092 SF
Useable Land Size	0.263Acres or 11,442 SF , 75.81%
Unusable Land Size	0.083 Acres or 3,650 SF , 24.19%
Front Footage	257' Main Street; 110.42' Buschman Street

Indicators

Sale Price/Gross Acre	\$125,723
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Sale Price/Gross SF	\$2.88
Sale Price/Useable SF	\$3.80
Sale Price/Front Foot	\$118

Remarks

Property is located at the lighted intersection of Buschman Street and Main Street in downtown Hattiesburg. This is a corner lot containing a total of 15,092 sq. ft or 0.346 acres, according to a recent survey. Main Street fronts to the south, Buschman Street to the west, Gulf and Ship Island Railroad to the north, and Gordon Creek to the south. The easternmost lot being 3,650 sq. ft. is located in the creek bed and considered to have no value. Streets lights and sidewalks are located along Main Street. Town Square Park is located adjacent to the south of the property. The seller purchased the property in 2011 for \$35,000.

Land Sale No. 2



Property Identification

Property Type	Commercial Land
Address	West Pine Street, Hattiesburg, Forrest County, Mississippi 39401
Location	West Pine St and Scooba St
Tax ID	PPIN 26880

Sale Data

Grantee	Courtesy Realty LLC
Sale Date	December 11, 2013
Deed Book/Page	1166/116
Sale Price	\$135,000

Land Data

Topography	Level
Utilities	All typical
Shape	Rectangular
Flood Info	Not in a designated flood zone

Land Size Information

Gross Land Size	0.450 Acres or 19,602 SF
Front Footage	295ft

Indicators

Sale Price/Gross Acre	\$300,000
Sale Price/Gross SF	\$6.89

Remarks

Courtesy ford used car lot 40 year section 16 lease began 2/1/2003.

Legal: Section 16, Township 04N, Range 13W

Parcel No. **2-038C-16-360.00**

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Project

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Address	1803 Broadway Dr, Hattiesburg, Lamar County, Mississippi
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Grantor	Pecanwood Investments
Grantee	Ain't Life Grand Investments
Sale Date	June 01, 2013
Property Rights	Fee simple
Financing	Cash
Verification	Grantor

Sale Price	\$152,840
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Zoning	B-4
Topography	At road grade
Utilities	Power, water, sewer
Shape	Square
Flood Info	None

Gross Land Size	0.950 Acres or 41,382 SF
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Sale Price/Gross Acre	\$160,884
Sale Price/Gross SF	\$3.69

Former Difatta's restaurant building located along Broadway Drive, one lot north of McInnis Loop. The site is improved with a 2,800 sf metal tin building with an open, storage area inside. The building was +/-30 years old and was not given any contributory value by the seller. The buyer plans on renovating the building into a Topher's burger restaurant, although the only building components that will be used are the framing, metal exterior, and concrete flooring. It was considered that most buyers would not elect to re-use the building, and the total sales price was based on the land only. Parcel # 2-039J-20-125.00.

Sales Comparison Approach – (Land) – Before Value

☐ Complete Take

☒ Partial Take

Sq. Ft. ▼

Item	Subject	Comp Sale #	1	Comp Sale #	2	Comp Sale #	3
Proximity to Subject		1.5 miles N		0.5 miles E		1 mile S	
Sales Price			\$43,500		\$135,000		\$152,840
Price Per Unit (Sq. Ft.)			\$2.88		\$6.89		\$3.69
	Description	Description	+/- Adj.	Description	+/- Adj.	Description	+/- Adj.
Property Rights Conveyed	Leasehold	Fee	(\$0.14)	Leasehold		Fee	(\$0.18)
Adjusted Price			\$2.74		\$6.89		\$3.51
Financing	Typical	Typical		Typical		Typical	
Adjusted Price			\$2.74		\$6.89		\$3.51
Condition of Sale	Arms-Length	Arms-Length		Superior	(\$1.37)	Arms-Length	
Adjusted Price			\$2.74		\$5.52		\$3.51
Market Conditions	Date of Sale	11/18/20		12/11/13		6/1/13	
Adjusted Price			\$2.74		\$5.52		\$3.51
Location	228 Broadway	Main/Buschman	\$0.14	W Pine St		Broadway Drive	
Size (Sq. Ft.)	20,625.000	15,092.000		19,602.000		41,382.000	\$0.37
Frontage	342'	367'		295'		200'	
Topography	Level	Inferior	\$0.92	Similar		Similar	
Zoning	B-5	B-3	\$0.14	B-5		B-4	\$0.18
Remaining Lease Term	25 Years	N/A		30 Years	(\$0.27)	N/A	
Net Adjustment		(+/-)	\$1.06	(+/-)	(\$1.64)	(+/-)	\$0.37
		Net %	36.78%	Net %	-23.81%	Net %	10.02%
		Gross %	46.49%	Gross %	23.81%	Gross %	19.77%
Adjusted Sales Price			\$3.94		\$5.25		\$4.06

Adopted Unit Value, Before (Land Only): \$4.50

Size	Unit of Measure	Rate		
20625.000	Sq. Ft. @	\$4.50	#VALUE!	\$92,813
Add (site improvements, etc):				
Total Before Value (Land Only):				\$92,813
r/o				\$92,815

Parcel No. 2-038C-16-360.00

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Sales Comparison Approach – (Land) – After Value

Sales Comparison Approach (Land) - After Value

☐ Complete Take

☒ Partial Take

Sq. Ft. ▼

Item	Subject	Comp Sale #		Comp Sale #		Comp Sale #	
Proximity to Subject							
Sales Price							
Price Per Unit (Sq. Ft.)			#DIV/0!		#DIV/0!		#DIV/0!
	Description	Description	+/- Adj.	Description	+/- Adj.	Description	+/- Adj.
Property Rights Conveyed	Fee, Ease,						
Adjusted Price			#DIV/0!		#DIV/0!		#DIV/0!
Financing	Typical						
Adjusted Price			#DIV/0!		#DIV/0!		#DIV/0!
Condition of Sale	Arms-Length						
Adjusted Price			#DIV/0!		#DIV/0!		#DIV/0!
Market Conditions	Date of Sale						
Adjusted Price			#DIV/0!		#DIV/0!		#DIV/0!
Location							
Size (Sq. Ft.)							
Topography							
Utilities							
Other							
Net Adjustment		(+/-)	\$0.00	(+/-)	\$0.00	(+/-)	\$0.00
		Net %		Net %		Net %	
		Gross %	#DIV/0!	Gross %	#DIV/0!	Gross %	#DIV/0!
Adjusted Sales Price			#DIV/0!		#DIV/0!		#DIV/0!

SAME AS PREVIOUS

Adopted Unit Value, After (Land Only): \$4.50

Size	Unit of Measure	Rate	
20,350	Sq. Ft. @	\$4.50	\$91,575
Less Cost to Cure - (See Attached):			\$0
Less Easements (See Attached):			\$0
Less Other (See Attached):			\$0
Total After Value (Land Only):			\$91,575
r/o			
Difference in Before and After:			\$1,240.00

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Explanation Of Adjustment-(Land)

(Before and After)

Before Value – Land Adjustments

Property Rights Conveyed: The subject is owned in a leasehold interest. It is under 16th section lease until September of 2046. These leases were initiated with a one-time upfront lease payment and with no annual payments due. The remaining life of the subject lease agreement is 25 years. Sale 3 had 30 years remaining on the life of the lease agreement at the time of sale. A 5% adjustment was made to Sale 3 based on the difference in remaining lease life.

Sales 1 and 3 convey fee simple rights and similar adjustments were necessary.

Financing: The financing of these sales are considered typical for this market. There is no adjustment for the differences in cash transactions, as compared to mortgage financing. The financial arrangements associated with the acquisition of the comparable data did not affect the prices paid. No adjustment of the cash equivalence was required.

Conditions of Sale: The conditions of sale for all comparables are considered arm's length. Sale 2 is located one block east of the subject at the corner of W. Pine Street and Scooba Street. This property was purchased for the expansion of an adjacent car dealership. The buyer had strong motivation in purchasing the property for expansion of the existing dealership and was considered to have paid above market to acquire the property. A 20% adjustment was applied.

Market Conditions: Sales 2 and 3 occurred during the economic downturn. This would offset any current market conditions from the COVID-19 pandemic. No adjustment was made for this reason.

Location: The subject is a corner parcel located at the lighted intersection of East Florence Street and Broadway Drive. Sale 1 is located north of the subject in downtown Hattiesburg at the corner of Main Street and Buschman Street. This location was considered slightly inferior and a positive adjustment was made. Sales 2 and 3 are located in close proximity to the subject and no location adjustment was warranted.

Size: Typically, smaller size tracts sell at a higher unit value compared to larger size tracts. Adjustments were made based on their differences in size.

Topography: The topo of the subject contains zero un-useable, low area in a floodplain. Sale 1 had a portion of the site located in a creek bed and was considered inferior in topography. Sales 2 and 3 required no adjustment.

Access: The subject has good access from Broadway Drive and E. Florence Street. This sales have similar access and no adjustments are required.

Utilities: Similar utilities were available and no adjustments were made.

Zoning: The property is zoned B-5; Regional Business, which is the highest commercial zoning district. Adjustments were applied for inferior zoning districts.

Before Value - Reconciliation of Land Sales

The comparable sales had adjusted sales price from \$3.94 to \$5.25 per square foot. All of the sales are located in close proximity to the subject. Sale 1 is the most recent sale and considered slightly inferior in location. This is a corner parcel at the lighted intersection of Buschman Street and Main Street. A small portion of the property is located in a creek bed and considered unusable area. Considering the useable area of the site, the property sold at \$3.80/sf. Sale 2 is located one block east of the subject at the corner of W. Pine Street and Scooba Street. This property was purchased for the expansion of an adjacent car dealership. The buyer had strong motivation in purchasing the property for expansion and was considered to have paid above market to acquire the property. Sale 3 is located south of the subject along Broadway Drive. The property is slightly larger but considered similar in most

respects. Applying most weight to Sales 2 and 3, it is our opinion the subject site would have a before value of \$4.50 per square foot for the land only value.

This results in a before land value of 20,625 square feet x \$4.50/sf = \$92,813, rounded to \$92,815.

Explanation Of Adjustment-(Land)

(Before and After)

After Value – Land Adjustments

Property Rights Conveyed: No different adjustments necessary.

Financing: No different adjustments necessary

Conditions of Sale: No different adjustments necessary

Market Conditions: Same as before

Location: Same as before

Size: No different adjustments necessary

Topography: No different adjustments necessary

Utilities: No different adjustments necessary

Other: No different adjustments necessary

Explanations of damages (if any): None.

After Value - Reconciliation of Land Sales

All of the same adjustments made in the before were applied in the after condition. We considered the same sales in the after condition and adopted an after value of \$4.50/sf in the after condition. This results in a land value in the after condition of 20,350 sq. ft. x \$4.50/sf= \$91,575

After Land Value – 20,350 sq. ft. x \$4.50/sf = \$91,575

Final Reconciliation of Value

	Before	After	Difference
Sales Comparison Approach	\$92,815	\$91,575	\$1,240
Cost Approach	N/A	N/A	N/A
Income Approach	N/A	N/A	N/A

Reconciliation	<i>Explain the appropriateness of the approaches, the accuracy of the data and calculations, and the quantity and quality of the data presented relative to the scope of the assignment and the specific appraisal problem.</i>
We have valued the subject property using the Sales Comparison Approach. The Income and Cost Approach did not apply due to the value of the site as vacant, and the lack of similar ground leases or income data. Our comparable sales were adjusted for differences thought to offer good support. Our overall before value also falls within the adjusted per square foot range of the land sales and offers good support. For the after value, we used the same sales and adopted the same land values as in the before condition. In the allocation of just compensation, we have considered all interests in the property. The before land value was determined to be \$92,815. The proposed acquisition area contains +/-275 square feet. The total after land value equals \$91,575.	

The difference between the Fair Market Value of the whole tract and the remainder is **\$1,240** as of March 1st, 2021, and is our opinion of just compensation, for the acquisition of the real property rights described in this appraisal report.

Recommended Distribution of Final Value Estimate

For Accounting and Acquisition Purposes Only

(To Be Completed After Appraisal Made)

Acre(s) ▼

Fee/Leased Fee Interest

Parcel	Acq. Area	HBU	Land	Improvements		Damages		Total
				Item	Value	Item	Value	
PPIN No. 21804	275 SF	Comm.	\$1,240					\$1,240
								\$0
								\$0
								\$0
								\$0
Totals	1156 SF		\$1,240		\$0		\$0	\$1,240

Easements (Permanent / Temporary)

Parcel	Acq. Area	HBU	Land	Improvements		Damages		Total
				Item	Value	Item	Value	
								\$0
								\$0
								\$0
								\$0
								\$0
Totals	0.000		\$0		\$0		\$0	\$0

Quit-Claim Interest / Leasehold

Parcel	Acq. Area	HBU	Land	Improvements		Damages		Total
				Item	Value	Item	Value	
								\$0
								\$0
								\$0
								\$0
								\$0
Totals	1156 SF		\$0		\$0		\$0	\$0

Total of all Interests \$1,240

Parcel No. 2-038C-16-360.00

Project

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Addenda

Terms and Definitions

Agency- the Federal Agency, State, State Agency, or person that acquires real property or displaces a person.

Appraisal- *USPAP 2018-2019*, pg. 3 defines an appraisal as the act or process of developing an opinion of value; an opinion of value.

Uneconomic Remnant- a parcel of real property in which the owner is left with an interest after the partial acquisition of the owner's property, and which the Agency has determined has little or no value or utility to the owner.

Total Ownership- the total amount of contiguous property, under the ownership of a single legal entity, as indicated by the map provided to the appraiser by the MDOT for an appraisal assignment.

Whole Tract- that amount of property, within the "Total Ownership", as determined by the appraiser, to be affected by the acquisition. The *whole tract* is defined by the appraiser and may be determined to be the same as the total ownership, or some defined area that is less than the "Total Ownership".

Larger Parcel⁻²- that tract, or tracts, of land which possess a unity of ownership and have the same, or an integrated, highest and best use. Elements of consideration by the appraiser in making a determination in this regard are contiguity, or proximity, as it bears on the highest and best use of the property, unity of ownership, and unity of highest and best use. Mississippi Case Law recognizes this concept but refers to it by use of the phrases "Highest and Best Use areas" or "Highest and Best Uses" ³ Designation of the Larger Parcel, for appraisals performed in connection with the disposal of excess property, may require the adoption of a hypothetical condition regarding "unity of ownership".

Excess Property - "(2)...whenever real property, with the exception of easements for highway purposes, has been acquired by the Mississippi Transportation Commission, in any manner, for public use and in the opinion of the commission all or any part thereof becomes unnecessary for public use, the same shall be declared on the minutes of the commission as excess property and sold at private sale at market value."⁴

Disposal as used in the appraisal of excess property, "means the sale of real property rights therein, including access or air rights, when no longer needed for highway right-of-way or other uses eligible for funding under title 23 of the [U.S.] Code"⁵

Fair Market Value - Fair Market Value is value in exchange. It is "the most probable price, as of a specified date, in cash, or in terms equivalent to cash, or in other precisely revealed terms, for which the specified property rights should sell after reasonable exposure in competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self-interest, and assuming that neither is under undue duress".⁶

Effective Date – The date on which the appraisal or review opinion applies. Source: Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th Edition, s.v. "effective date." (Chicago: Appraisal Institute, 2015), PDF e-book

Date of the Report – The date on which the report is transmitted to the client. Source: Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th Edition, s.v. "date of the report". (Chicago: Appraisal Institute, 2015), PDF e-book.

² The Uniform Appraisal Standards for Federal Land Acquisitions, Interagency Land Acquisition Conference, Published by the Appraisal Institute with the cooperation of the U.S. Department of Justice, Washington, D.C. 2000,

³ *Oughton v. Gaddis*, 683 So.2d 390 (Miss. 1996)

⁴ Mississippi Code of 1972, Annotated, § 65-1-123

⁵ United States Code, 23 CFR 710.105

⁶ *Potters II v. State Highway Comm'n of Mississippi*, 608 So. 2d 1227, 1231 (Miss. 1992).

Highest and Best Use- The best or most valuable use to which the property, [.....], is adapted. Mere speculative uses cannot be considered. There must be some probability that the land would be used within a reasonable time for the particular use to which it is adapted. There must be a present demand for the land for such purpose or a reasonable expectation of such demand in the near future.⁷

Before and After Rule [Mississippi]- When part of a larger tract of land is taken for public use, the owner should be awarded the difference between the fair market value of the whole tract immediately before the taking, and the fair market value of that remain[ing] immediately after the taking, without considering general benefits or injuries resulting from the use to which the land taken is to be put, that are shared by the general public.⁸ Any decrease or increase in the fair market value of real property prior to the date of valuation caused by the public improvement for which such property is acquired or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner, will be disregarded in determining the compensation for the property.⁹

Before Value- The fair market value of the whole tract immediately before the taking.¹⁰

After Value- The fair market value of that remain[ing] immediately after the taking, without considering general benefits or injuries resulting from the use to which the land taken is to be put, that are shared by the general public.

Due Compensation¹¹- Just Compensation¹² the value of the land taken and the damages, if any, which result... as a consequence of the taking, without considering either general benefits or injuries resulting from the use to which the land taken is to be put, shared by the general public.¹³

Damages to Remainder- *[In the context of valuation under the Before and After Rule, it is]* the depreciation in the fair market value of the remaining area, ...that is special, and not such as is common to all the property in the neighborhood.¹⁴ In determining damages, if any, to the remainder if less than the whole of a defendant's interest in property is taken, nothing shall be deducted there from on account of the supposed benefits incident to the public use for which the petitioner seeks to acquire the property.¹⁵

Cost-to-Cure Damages [the cost or costs associated with] the necessity of rebuilding fences and wells, the necessity of relocating roads, and other similar items. [Such] items are all part of the depreciated value of the property, since the landowner is required to do this construction in order to use the property in the manner in which it has been used or for which it is best adapted.¹⁶

Extraordinary Assumption –2018-2018 USPAP, pg. 4, defines extraordinary assumption as an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which if found to be false, could alter the appraiser's opinions or conclusions. Uncertain information might include physical, legal, or economic characteristic of the subject property; or conditions external to the property, such as market conditions or trends, or the integrity of data used in an analysis.

Hypothetical Condition – 2018-2019 USPAP, pg. 4, defines hypothetical condition as “a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for purpose of analysis.” Hypothetical conditions are contrary to known facts about physical, legal, or economic characteristic of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis.

⁷ MSHC v. Brooks, 123 So.2d 423, 427 (1960); MSHC v. Wagley, 231 So.2d 507 (1970);

⁸ Potters II v. MSHC, 608 So. 2d 1227 (Miss. 1992); MSHC v. Hillman, 189 Miss. 850, 198 So. 565 (1940)

⁹ Mississippi Code of 1972, Annotated, Section 43-37-3

¹⁰ Potters II v. MSHC, 608 So. 2d 1227 (Miss. 1992); MSHC v. Hillman, 189 Miss. 850, 198 So. 565 (1940)

¹¹ Constitution of Mississippi, Article 3, § 17

¹² Mississippi Code of 1972, Annotated, Section 43-37-3

¹³ MSHC v. Hillman, 198 So. 565;

¹⁴ MSHC v. Colonial Inn, Inc. 149 So.2d 851;

¹⁵ Mississippi Code of 1972, Annotated, Section 11-27-21;

¹⁶ Emerson v. MSHC, 208 So.2d 441

Intended User – USPAP 2018-2019, pg. 5 defines intended user as the client and any other party as identified, by name or type, as users of the appraisal or appraisal review report by the appraiser based on communication with the client at the time of the assignment.

Intended Use – USPAP 2018-2019, pg. 5 defines intended use as the use(s) of an appraiser's reported appraisal or appraisal review assignment results, as identified by the appraiser based on communication with the client at the time of the assignment.

Jurisdictional Exception – USPAP 2018-2019, pg. 5 as an assignment condition established by applicable law or regulation, which precludes an appraiser from complying with a part of USPAP.

Supplemental Standards – requirements issued by government agencies, government sponsored enterprises, or other entities that establish public policy which add to the purpose, intent and content of the requirements of USPAP, that have a material effect on the development and reporting of assignment results.

Plottage - the increment of value created when two or more sites are combined to produce greater utility. See also assemblage.

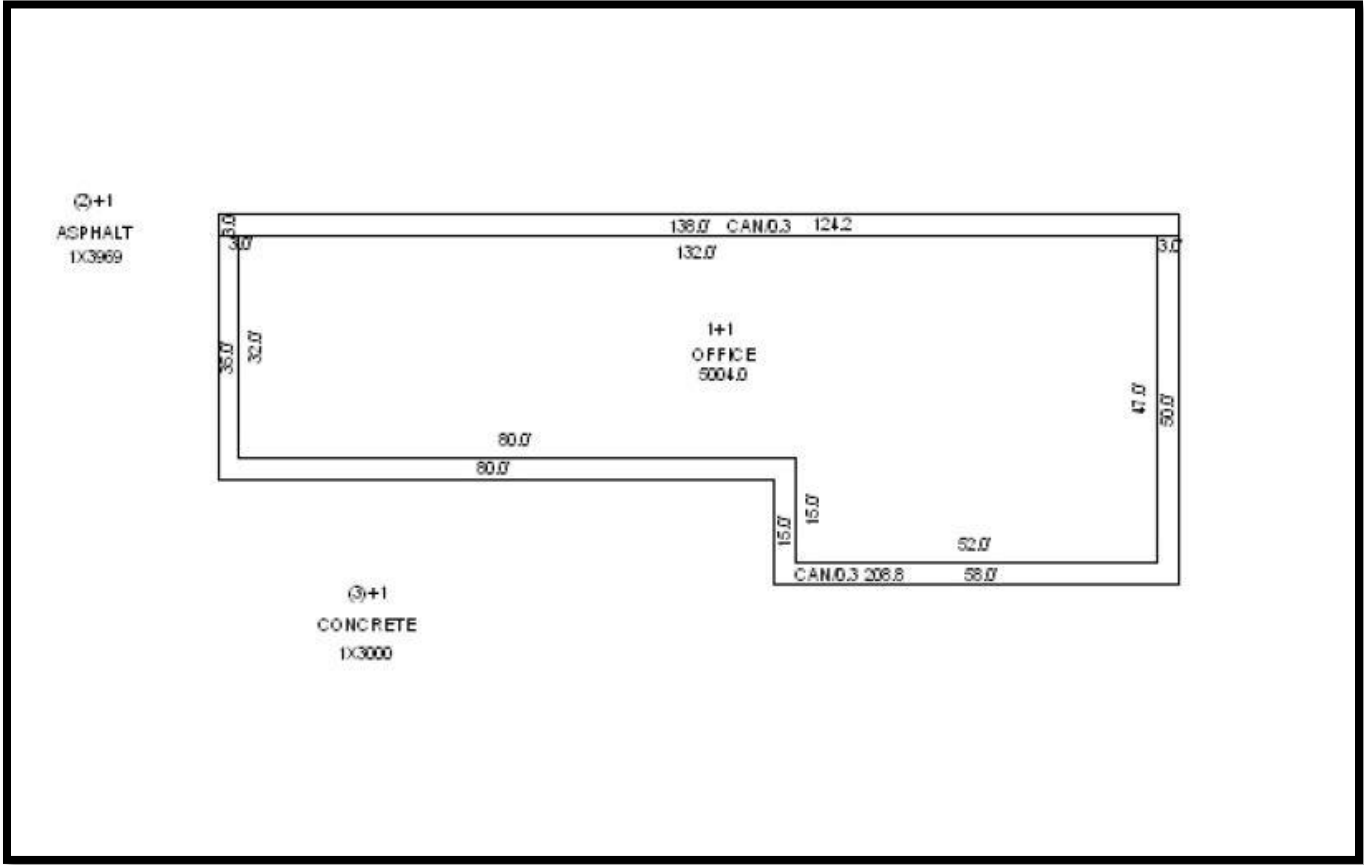
Assemblage - the combining of two or more parcels, usually but not necessarily contiguous, into one ownership or use; the process that creates plottage value. (USPAP, 2002 ed.) See also plottage.

Assemblage Cost - the excess cost incurred to acquire individual adjacent parcels of real estate in a single ownership beyond the estimated cost of acquiring similar sites that do not form a specifically desired assemblage.

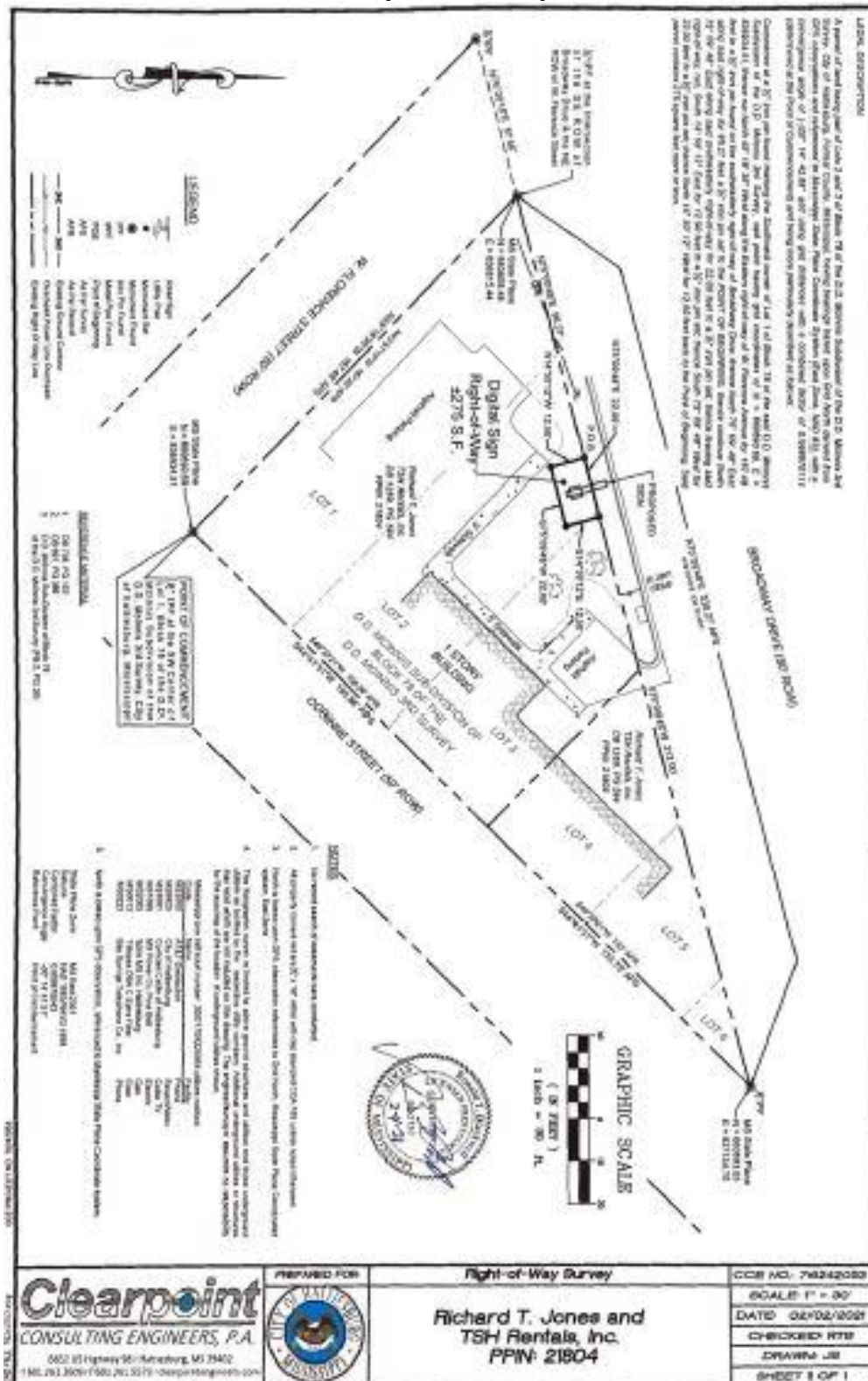
Scope of Work – “the Scope of Work is a written set of expectations that form an agreement or understanding between the appraiser and the agency as to the specific requirements of the appraisal, resulting in a report to be delivered to the agency by the appraiser. It includes identification of the intended use and intended user; definition of fair market value; statement of assumptions and limiting conditions; and certifications the type and extent of research and analyses in an assignment. Either the appraiser or the agency may recommend modifications to the initial Scope of Work, but both parties must approve changes.”¹⁷

¹⁷ Federal Highway Administration, Guide For Preparing An Appraisal Scope of Work, October, 2005

Sketch of Property¹⁸



Acquisition Map



Legal Description of Acquisition Area

LEGAL DESCRIPTION:

A parcel of land being part of Lots 2 and 3 of Block 78 of the D.D. McInnis Subdivision of the D.D. McInnis 3rd Survey, City of Hattiesburg, Forrest County, Mississippi, having bearings based upon Grid North derived from GPS observations and referenced to Mississippi State Plane Coordinate System (East Zone, NAD 83), with a convergence angle of (-)00° 14' 42.69" and using grid distances with a combined factor of 0.999970111 (determined at the Point of Commencement) and being more particularly described as follows:

Commence at a 1/2" iron pin found marking the Southwest corner of Lot 1 of Block 78 of the said D.D. McInnis Subdivision of the D.D. McInnis 3rd Survey, said point having grid coordinates of N = 660690.69, E = 636934.51, thence run North 45° 18' 36" West along the Eastern right-of-way of W. Florence Avenue for 167.48 feet to a 1/2" iron pin found on the southeasterly right-of-way of Broadway Drive; thence North 75° 09' 48" East along said right-of-way for 96.27 feet a 1/2" iron pin set to the POINT OF BEGINNING; thence continue North 75° 09' 48" East along said southeasterly right-of-way for 22.00 feet to a 1/2" iron pin set; thence leaving said right-of-way, run, South 14° 50' 12" East for 12.50 feet to a 1/2" iron pin set; thence South 75° 09' 48" West for 22.00 feet to a 1/2" iron pin set; thence North 14° 50' 12" West for 12.50 feet back to the Point of Beginning. Said parcel contains 275 square feet more or less.

RICHARD & THOMAS

Attorneys at Law

Stephen K. Thomas

132 Westover Drive
Hattiesburg, MS 39402
(601)602-2457 phone
(601)602-2458 fax

Ray J. Richard, of counsel

December 16, 2020

City of Hattiesburg
Attn: Lamar Rutland

Re: Richard J. Jones & TSH Rental, Inc., and – 228 Broadway Drive Hattiesburg, MS 39401

PARCEL NO. 1: Beginning at the Point of Intersection of the Southeasterly right-of-way line of U.S. Highway 11-S (Broadway) and the Northwesterly right-of-way line of the 32nd Avenue, thence in a Southwesterly direction along the Northwesterly right-of-way line of 32nd Avenue a distance of 133 feet to a point, thence turning to the right through an angle of 90 degrees run in a Northwesterly direction a distance of 78.75 feet to a point on the Southeasterly right-of-way of U.S. Highway 11-S (Broadway), thence turn to the right through an angle of 120 degrees 38 minutes 45 seconds and run in a Northwesterly direction along the Southeasterly right-of-way line of U.S. Highway 11-S (Broadway) a distances of 155 feet to the Point of Beginning.

BEING ALSO SOMETIMES DESCRIBED AS FOLLOWS: All of that part of Lots Four (4), Five (5), Six (6) lying South and East of the Mississippi U.S. Highway Number 11, also known as Broadway Drive, in Block 78 of D.D. McInnis Subdivision of Block 78 of the D.D. McInnis Third Survey or Addition to the City of Hattiesburg, Mississippi, as per the official map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi and being located in Section 16, Township 4 North, Range 13 West.

The same being leasehold property for a period of ninety-nine (99) years from September 4, 1947.

PARCEL NO. 2: A certain tract or parcel of land situated in the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 16, T4N, R13W, Forrest County, Mississippi, containing 0.42 acres, more or less, and being described as the part of Lots 1, 2, and 3 of Block 78 of D.D. McInnis 3rd Addition to Hattiesburg, Mississippi, which lies South of Highway No. 11, as per plat of said subdivision on file in the office of the Chancery Clerk of Forrest County, Mississippi, in Plat Book 2 at Page 26, said tract being,

BEING ALSO SOMETIMES DESCRIBED AS FOLLOWS: Commencing at the NW corner of said Section 16, run thence South 88 degrees 26 minutes 30 seconds East a

distance of 1204.10 feet; thence South 86 degrees 04 minutes 45 seconds East distance of 947.38 feet; thence South 50 degrees 08 minutes 30 seconds East a distance of 763.00 feet to a 6-inch square right-of-way marker, said marker being the point of beginning; thence North 76 degrees 54 minutes 45 seconds East along the Southerly right-of-way line of Highway No. 11 (Broadway Drive) a distance of 175.70 feet to a 2-inch square concrete marker; thence South 43 degrees 23 minutes 45 seconds East a distance of 79.00 feet to a 2-inch square marker; thence South 46 degrees 32 minutes 21 seconds West along the Northerly right-of-way line of 32nd Avenue (now Corinne Street) a distance of 150.06 feet to an iron fence post in concrete; thence North 43 degrees 57 minutes 15 seconds West along the Easterly right-of-way line of West Florence Street a distance of 167.85 feet to the aforesaid Point of Beginning.

The remaining unexpired portion of that certain Sixteenth Section Lease for term of 99 years from November 7, 1946.

Pursuant to your request, I have examined the land records on file in the office of the Chancery Clerk of Forrest County, Mississippi, relating to the above described real property for a period back of thirty-one years prior to this date, and find sufficient evidence that the above described property was conveyed by Corrected Warranty Deed to **Richard T. Jones and TSH Rentals, Inc., a Mississippi corporation**, dated January 5, 1995, and recorded in Land Deed Book 738 at Page 153, in the office of the Chancery Clerk of Forrest County, Mississippi. Based upon my examination for the aforesaid period and with the presumption that prior conveyances in chain of title are legal and valid, it is my opinion that the said Richard T. Jones and TSH Rentals, Inc., owns a leasehold interest to above described real property subject to the following liens, encumbrances and reservations;

RESERVATIONS

1. This opinion does not cover the oil, gas or other minerals lying on or under said property and no opinion is given thereon.
2. As no current survey is present, I do not certify as to the actual occupancy, nor to matters which should be revealed by an accurate survey of subject lands, nor do I certify rights of parties in possession, deficiency in the quantity of lands, boundary line disputes, roadways, unrecorded servitudes or easements, any matters not of proper record which would be disclosed by a true and accurate survey and inspection of the property, and easements or other uses of subject lands not so visible from the surface.
3. Title is subject to any liability or loss due to environmental contamination by past uses of the property as a toxic hazardous waste site, or due to violation of any environmental protection law of any governmental body.
4. Title is subject to instruments of record being properly filed and indexed in the office of the Chancery Clerk where the property is located.
5. This is not a guarantee of title and is not an insurance policy on said property, and this opinion is for the use and benefit of only the party or parties to whom it is addressed and may not

be availed of or relied upon by any other person(s) or entity.

6. Title is subject to the terms and conditions of that certain 99-year Sixteenth Section Lease dated November 7, 1946, and recorded in Land Deed Book 92 at Page 176.

ENCUMBRANCES

Deed of Trust executed by TSH Rentals, Inc., to Robert D. Drinkwater, as Trustee for The Del Mar Company, Beneficiary, dated October 11, 1995, and recorded in Book 896 at Page 435, securing \$9,000,000.00.

NOTE: This Deed of Trust appears to be expired.

TAXES

Taxes assessed by Forrest County, Mississippi for 2020 are due and owing, and would constitute a lien against said property if not paid by January 31, 2021.

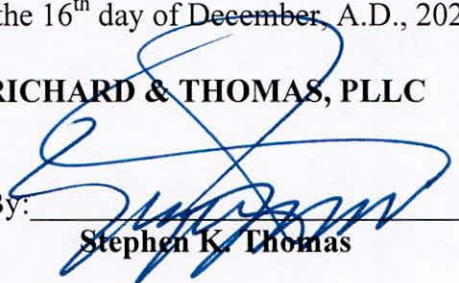
2019 Forrest County ad valorem taxes for Parcel No. 2-038C-16-360.00, PPIN 21804, are **paid** in the amount of \$2008.29.

JUDGMENTS

This opinion reflects only those judgments recorded on the Judgment Rolls in the office of the Circuit Clerk of Forrest County, Mississippi. As of this date, no such judgments appear.

This Opinion is certified through this, the 16th day of December, A.D., 2020.

RICHARD & THOMAS, PLLC

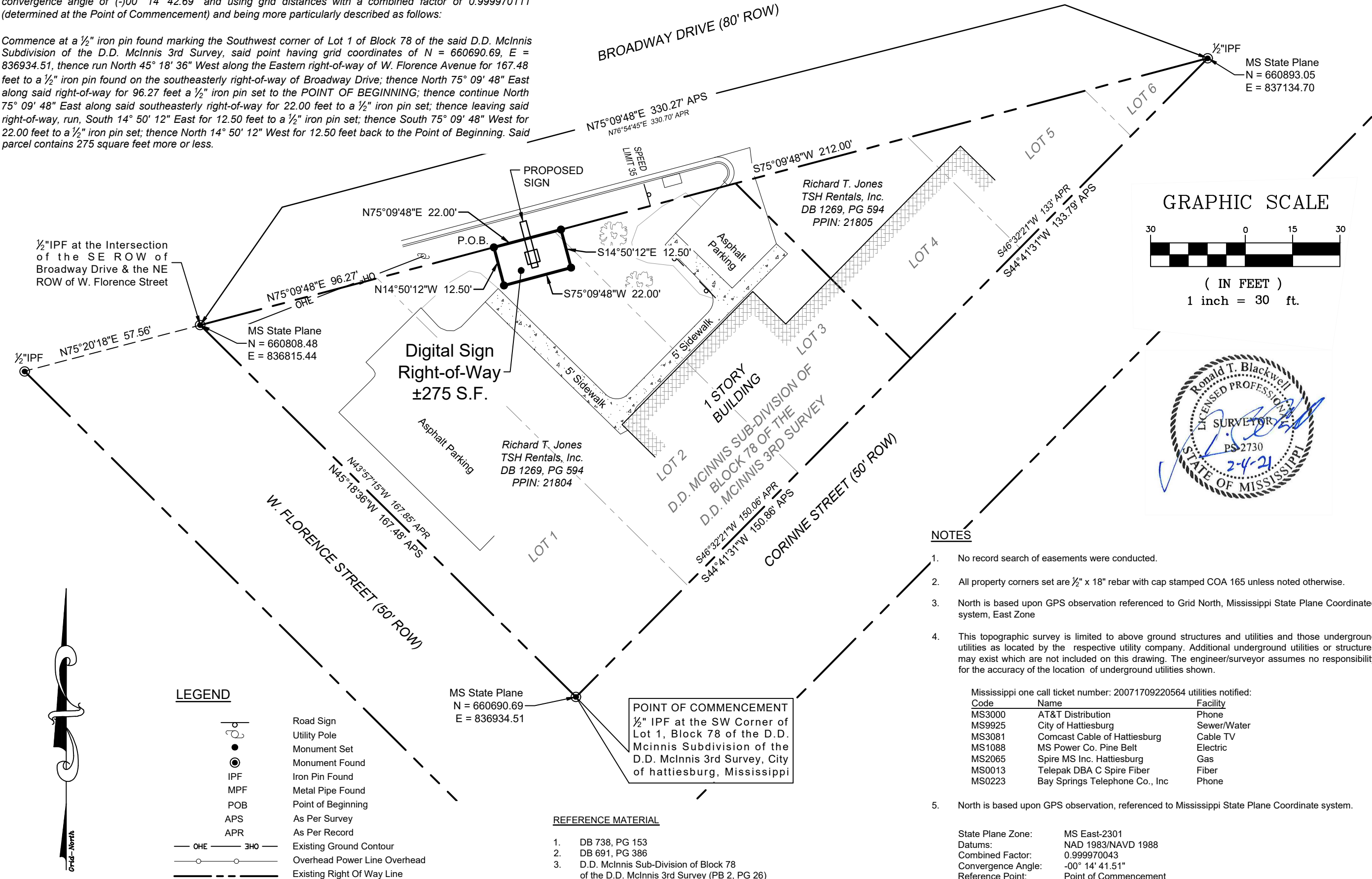
By: 

Stephen K. Thomas

LEGAL DESCRIPTION:

A parcel of land being part of Lots 2 and 3 of Block 78 of the D.D. McInnis Subdivision of the D.D. McInnis 3rd Survey, City of Hattiesburg, Forrest County, Mississippi, having bearings based upon Grid North derived from GPS observations and referenced to Mississippi State Plane Coordinate System (East Zone, NAD 83), with a convergence angle of (-)00° 14' 42.69" and using grid distances with a combined factor of 0.999970111 (determined at the Point of Commencement) and being more particularly described as follows:

Commence at a 1/2" iron pin found marking the Southwest corner of Lot 1 of Block 78 of the said D.D. McInnis Subdivision of the D.D. McInnis 3rd Survey, said point having grid coordinates of N = 660690.69, E = 836934.51, thence run North 45° 18' 36" West along the Eastern right-of-way of W. Florence Avenue for 167.48 feet to a 1/2" iron pin found on the southeasterly right-of-way of Broadway Drive; thence North 75° 09' 48" East along said right-of-way for 96.27 feet a 1/2" iron pin set to the POINT OF BEGINNING; thence continue North 75° 09' 48" East along said southeasterly right-of-way for 22.00 feet to a 1/2" iron pin set; thence leaving said right-of-way, run, South 14° 50' 12" East for 12.50 feet to a 1/2" iron pin set; thence South 75° 09' 48" West for 22.00 feet to a 1/2" iron pin set; thence North 14° 50' 12" West for 12.50 feet back to the Point of Beginning. Said parcel contains 275 square feet more or less.



NOTES

- No record search of easements were conducted.
- All property corners set are 1/2" x 18" rebar with cap stamped COA 165 unless noted otherwise.
- North is based upon GPS observation referenced to Grid North, Mississippi State Plane Coordinated system, East Zone
- This topographic survey is limited to above ground structures and utilities and those underground utilities as located by the respective utility company. Additional underground utilities or structures may exist which are not included on this drawing. The engineer/surveyor assumes no responsibility for the accuracy of the location of underground utilities shown.
- North is based upon GPS observation, referenced to Mississippi State Plane Coordinate system.

Mississippi one call ticket number: 20071709220564 utilities notified:		
Code	Name	Facility
MS3000	AT&T Distribution	Phone
MS9925	City of Hattiesburg	Sewer/Water
MS3081	Comcast Cable of Hattiesburg	Cable TV
MS1088	MS Power Co. Pine Belt	Electric
MS2065	Spire MS Inc. Hattiesburg	Gas
MS0013	Telepak DBA C Spire Fiber	Fiber
MS0223	Bay Springs Telephone Co., Inc	Phone

State Plane Zone: MS East-2301
Datums: NAD 1983/NAVD 1988
Combined Factor: 0.999970043
Convergence Angle: -00° 14' 41.51"
Reference Point: Point of Commencement

REFERENCE MATERIAL

- DB 738, PG 153
- DB 691, PG 386
- D.D. McInnis Sub-Division of Block 78 of the D.D. McInnis 3rd Survey (PB 2, PG 26)

CCE NO: 76242053

SCALE: 1" = 30'

DATE: 02/02/2021

CHECKED: RTB

DRAWN: JS

SHEET 1 OF 1

Right-of-Way Survey

Richard T. Jones and
TSH Rentals, Inc.
PPIN: 21804



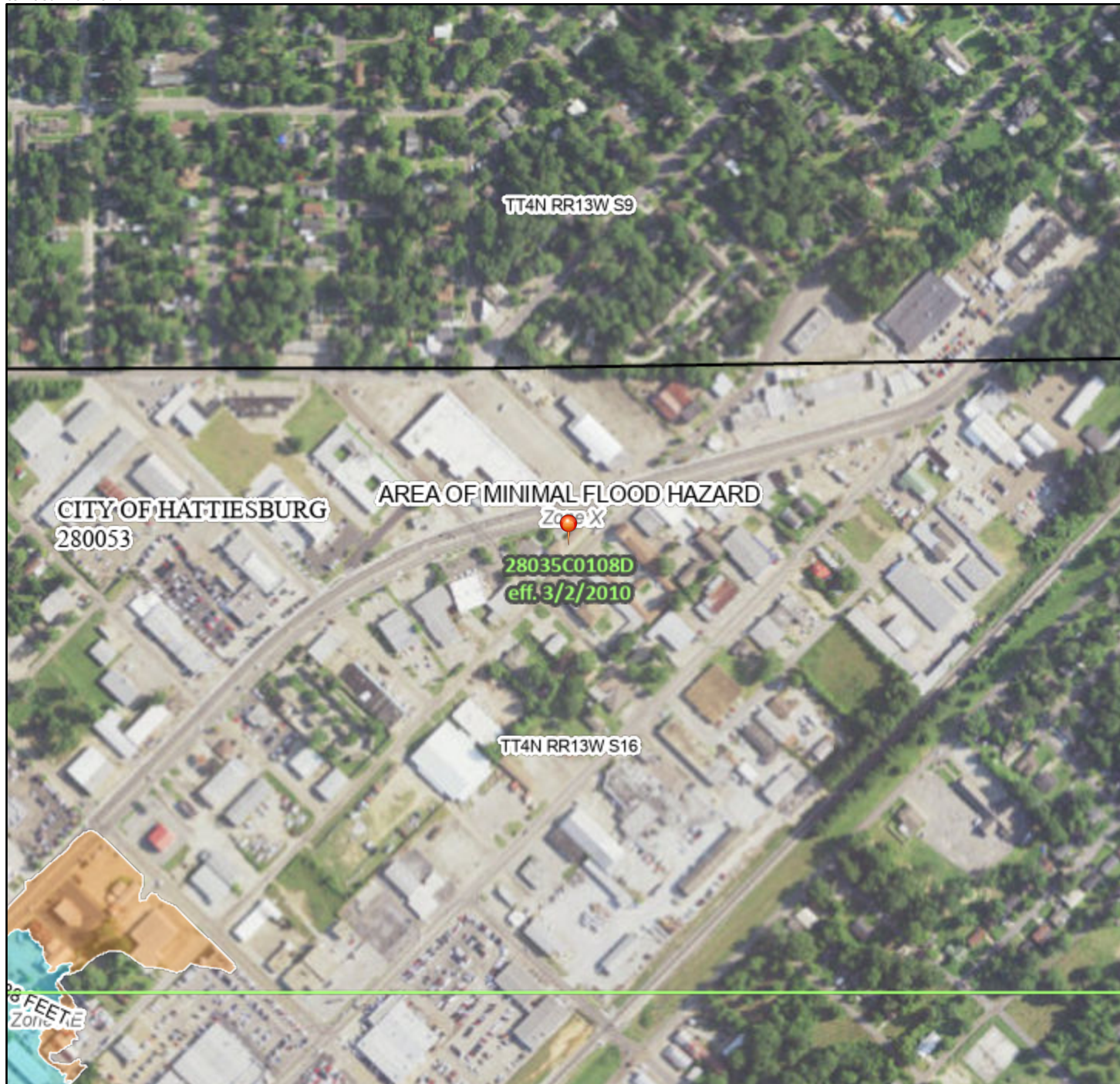
Clearpoint
CONSULTING ENGINEERS, P.A.

6652 US Highway 98 | Hattiesburg, MS 39402
t 601.261.2609 | f 601.261.5573 | clearpointengineers.com

National Flood Hazard Layer FIRMette



89°18'36"W 31°19'13"N



0 250 500 1,000 1,500 2,000 Feet

1:6,000

89°17'59"W 31°18'42"N

Basemap: USGS National Map: Orthoimagery: Data refreshed October, 2020

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS		Without Base Flood Elevation (BFE) Zone A, V, A99
		With BFE or Depth Zone AE, AO, AH, VE, AR
		Regulatory Floodway
OTHER AREAS OF FLOOD HAZARD		0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
		Future Conditions 1% Annual Chance Flood Hazard Zone X
		Area with Reduced Flood Risk due to Levee. See Notes. Zone X
		Area with Flood Risk due to Levee Zone D
OTHER AREAS		NO SCREEN Area of Minimal Flood Hazard Zone X
		Effective LOMRs
GENERAL STRUCTURES		Area of Undetermined Flood Hazard Zone D
		Channel, Culvert, or Storm Sewer
		Levee, Dike, or Floodwall
OTHER FEATURES		20.2 Cross Sections with 1% Annual Chance Water Surface Elevation
		17.5 Coastal Transect
		Base Flood Elevation Line (BFE)
		Limit of Study
		Jurisdiction Boundary
		Coastal Transect Baseline
MAP PANELS		Profile Baseline
		Hydrographic Feature
		Digital Data Available
		No Digital Data Available
		Unmapped



The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on **3/16/2021 at 2:26 PM** and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

Forrest County Mississippi



Delta Computer Systems, Inc.

Property Appraisal Link

FORREST COUNTY, MS

Current Date 3/ 2/2021

Tax Year 2019

APPRAISAL INQUIRY
PARCEL 2-038C-16-360.00 **ALT PARCEL NUMBER** 230 -0632-078-002.00
PPIN 021804 **SKETCH** 1 [VIEW 01](#)
OWNER NAME T S H RENTALS INC & R JONES
OWNER ADDRESS C/O STEWART SNEED HEWES
 P O BOX 250
 GULFPORT MS39502
PROPERTY ADDRESS 228 BROADWAY DRIVE
PROPERTY IS VACANT (Y/N) N
FIELD WORK BY CH DATE: 1/ 1/1982
CLASSED BY CH DATE: 1/ 1/1982
REVIEWED BY DATE: //
REALTOR CODE

LEGAL DESCRIPTION

1 1-2-3 LESS H/W BLK 78
 2 PREV #:H0632-03-002
 3 4/2/90 631/432
 4 B691 P387 5/93
 5 DB 738 PG 153 9/95

Block 078 Section 16 Township 04N Range 13W

LOT INFORMATION

LOT CODE 0632 **LOT SIZE** 20625 SQ FT **LOT VALUE** 67910

<u>CODE</u>	<u>FRONT FT</u>	<u>DEPTH</u>	<u>PRICE</u>	<u>DEPTH TABLE</u>	<u>DEPTH %</u>	<u>ADJ. %</u>	<u>DESCRIPTION</u>	<u>ADJ PRICE</u>	<u>APPRAISED</u>	<u>CLASS</u>
OVER	1.00		97020.00	99	1.00	.70		67914.00	67910	1

ACRE INFORMATION

ACRES TYPE QUAL CLASS PRICE CODE UNCULTIVATED CODE PRICE ADJ. % DESCRIPTION APPRAISED MARKET
 *** NO ACREAGE INFO ***

ACREAGE VALUE **OVERALL VALUE** 67910
LAND USE CODE CLASS 1 5530 SERVICE STATIONS-RETAIL
LAND USE CODE CLASS 2 5530 SERVICE STATIONS-RETAIL

BUILDING DESCRIPTIONS

<u>NUMBER</u>	<u>CODE</u>	<u>BUILDING DESCRIPTION</u>	<u>VALUE</u>	<u>ELIGIBLE CLASS 1</u>
001	017	CONCRETE PAVING	5530	N

TOTAL PARCEL VALUE 73440


[Back](#)

Forrest County Mississippi



Delta Computer Systems, Inc.

Property Appraisal Link

FORREST COUNTY, MS

Current Date 3/ 2/2021

Tax Year 2019

APPRAISAL INQUIRY
PARCEL 2-038C-16-361.00 **ALT PARCEL NUMBER** 230 -0632-078-003.00
PPIN 021805 **SKETCH** 1 [VIEW 01](#)
OWNER NAME T S H RENTALS INC & R JONES
OWNER ADDRESS C/O STEWART SNEED HEWES
 P O BOX 250
 GULFPORT MS39502
PROPERTY ADDRESS 228 BROADWAY DRIVE
PROPERTY IS VACANT (Y/N) N
FIELD WORK BY CH DATE: 1/ 1/1982
CLASSED BY CH DATE: 1/ 1/1982
REVIEWED BY BT DATE: 6/15/2017
REALTOR CODE

LEGAL DESCRIPTION
 1 LTS 4 TO 8 INC LYING S & E OF
 2 H/W BLK 78 MCI OF MCI 3RD
 3 PREV #:H0632-03-003
 4 B691 P387 5/93
 5 DB 738 PG 153 9/95

Block 078 Section 16 Township 04N Range 13W
Book 738 Page 153 Type WD Date 9/ /1995

LOT INFORMATION
LOT CODE 0632 **LOT SIZE** **LOT VALUE** 31280

<u>CODE</u>	<u>FRONT FT</u>	<u>DEPTH</u>	<u>PRICE</u>	<u>DEPTH TABLE</u>	<u>DEPTH %</u>	<u>ADJ. %</u>	<u>DESCRIPTION</u>	<u>ADJ PRICE</u>	<u>APPRAISED</u>	<u>CLASS</u>
OVER	4.00		11172.00	99	1.00	.70		7820.40	31280	1

ACRE INFORMATION
ACRES TYPE QUAL CLASS PRICE CODE UNCULTIVATED CODE PRICE ADJ. % DESCRIPTION APPRAISED MARKET
 *** NO ACREAGE INFO ***

ACREAGE VALUE **OVERALL VALUE** 31280
LAND USE CODE CLASS 1 6300 BUSINESS SERVICES
LAND USE CODE CLASS 2 6300 BUSINESS SERVICES

BUILDING DESCRIPTIONS

<u>NUMBER</u>	<u>CODE</u>	<u>BUILDING DESCRIPTION</u>	<u>VALUE</u>	<u>ELIGIBLE CLASS 1</u>
001	030	OFFICE	192380	N
002	018	ASPHALT PAVING	4130	N
003	017	CONCRETE PAVING	5660	N

TOTAL PARCEL VALUE 233450



[Back](#)

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Forrest County Mississippi



Delta Computer Systems, Inc.

Property Link

FORREST COUNTY, MS

Current Date **3/ 2/2021****Tax Year 2020**Records Last Updated **3/ 2/2021****PROPERTY DETAIL**

OWNER T S H RENTALS INC & R JONES **ACRES :** **NA**
 C/O STEWART SNEED HEWES **LAND VALUE :** 31280
 P O BOX 250 **IMPROVEMENTS :** 202170
 GULFPORT MS 39502 **TOTAL VALUE:** 233450
ASSESSED : 35018

PARCEL 2-038C-16-361.00**ADDRESS** 228 BROADWAY DRIVE**TAX INFORMATION**

YEAR 2020	TAX DUE	PAID	BALANCE
COUNTY	2294.73	2294.73	0.00
CITY	1860.51	1860.51	0.00
SCHOOL	2313.99	2313.99	0.00
TOTAL	6469.23	6469.23	0.00

LAST PAYMENT DATE 12 / 31 / 2020**MISCELLANEOUS INFORMATION**

EXEMPT CODE	LEGAL
HOMESTEAD CODE None	LTS 4 TO 8 INC LYING S & E OF H/W BLK 78 MCI OF MCI 3RD
TAX DISTRICT 1110	PREV #:H0632-03-003
PPIN 021805	B691 P387 5/93
SECTION 16	DB 738 PG 153 9/95
TOWNSHIP 04N	MCINNIS SUB OF MCINNIS 3RD
RANGE 13W	

Book 738**Page** 153[PURCHASE COUNTY TAX SALE FILES](#)**TAX SALES HISTORY, FOR UNPAID TAXES**

<u>Year</u>	<u>Sold To</u>	<u>Redeemed Date/By</u>
-------------	----------------	-------------------------

NO TAX SALES FOUND

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Property Link

FORREST COUNTY, MS

Current Date 3/ 2/2021

Tax Year 2020

Records Last Updated 3/ 2/2021

PROPERTY DETAIL

OWNER T S H RENTALS INC & R JONES C/O STEWART SNEED HEWES P O BOX 250 GULFPORT MS 39502	ACRES : **NA** LAND VALUE : 67910 IMPROVEMENTS : 5530 TOTAL VALUE : 73440 ASSESSED : 11017
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PARCEL 2-038C-16-360.00**ADDRESS** 228 BROADWAY DRIVE**TAX INFORMATION**

YEAR 2020	TAX DUE	PAID	BALANCE
COUNTY	721.94	721.94	0.00
CITY	585.33	585.33	0.00
SCHOOL	728.00	728.00	0.00
TOTAL	2035.27	2035.27	0.00

LAST PAYMENT DATE 12 / 31 / 2020**MISCELLANEOUS INFORMATION**

EXEMPT CODE	LEGAL 1-2-3 LESS H/W BLK 78
HOMESTEAD CODE None	PREV #:H0632-03-002
TAX DISTRICT 1110	4/2/90 631/432
PPIN 021804	B691 P387 5/93
SECTION 16	DB 738 PG 153 9/95
TOWNSHIP 04N	MCINNIS SUB OF MCINNIS 3RD
RANGE 13W	

Book**Page**[PURCHASE COUNTY TAX SALE FILES](#)**TAX SALES HISTORY, FOR UNPAID TAXES**

<u>Year</u>	<u>Sold To</u>	<u>Redeemed Date/By</u>
NO TAX SALES FOUND		

QUALIFICATIONS OF ZACHARY H. FAIRLEY

Professional Designations & Affiliations

- ◆ Licensed Real Estate Appraiser in the State of Mississippi, #LA-1868
- ◆ Practicing Affiliate of the Appraisal Institute (#563759)

Related Job Experience

Zac Fairley Appraisals, LLC December 2019 – Present

Owner - Appraise all forms of real estate, including commercial, industrial, residential, multi-family, subdivision developments, rights-of-way, partial interest, and timber land properties.

Collins and Null Appraisals, Inc. April 2007- October 2019

Real Estate Appraiser - Appraise all forms of real estate, including commercial, industrial, residential, rights-of-way, partial interest and timber land. Also includes preparation of documents for court proceedings, review of peer appraisals and expert witness testimony.

Academic Background

Petal High School- Petal, MS - (2003)

High School Diploma

Jones County Junior College - (2005)

Associate of Arts Degree in Business Administration

The University of Southern Mississippi - (2012)

Bachelor of Science in Business Administration (Real Estate, Finance)

Professional Education

Appraisal Principles Course (110) - Dallas, TX	Appraisal Institute	2012
Appraisal Procedures Course (120) - Dallas, TX	Appraisal Institute	2012
Standards of Professional Practice, USPAP - Dallas, TX	Appraisal Institute	2012
Business Practices & Ethics (MAB #49249) Online	Appraisal Institute	2013
General Site Valuation and Cost Approach - Houston, TX	Appraisal Institute	2013
Residential Market Analysis and Highest & Best Use (MAB #7325)	Appraisal Institute	2014

Parcel No. 2-038C-16-360.00

Project

Dynamic Message Sign

Appraisal Report

Residential Site Valuation and Cost Approach (MAB #49132)	Appraisal Institute	2014
Residential Sales Comparison and Income Approach	Appraisal Institute	2014
Residential Report Writing and Case Studies	Appraisal Institute	2014
Condemnation Appraising: Principles & Applications (MAB #49179)	Appraisal Institute	2015
USPAP Update (2016-2017)	Appraisal Institute	2016
105 The Uniform Act - Executive Summary	MDOT	2016
General Appraiser Sales Comparison Approach (MAB#49264)	Appraisal Institute	2017
Real Estate Finance, Statistics, and Valuation Modeling (MAB#49442)	Appraisal Institute	2018
USPAP Update (2018-2019)	Appraisal Institute	2018
General Appraiser Income Approach, Part 1 (MAB#49573)	Appraisal Institute	2018
General Appraiser Income Approach, Part 2 (MAB#49342)	Appraisal Institute	2019
General Appraiser Market Analysis & Highest and Best Use (MAB#49647)	Appraisal Institute	2020
Valuation Impacts from Covid-19	Appraisal Institute	2020
General Appraiser Report Writing & Case Studies (MAB#49729)	Appraisal Institute	2020
Advanced Income Capitalization (MAB#49604)	Appraisal Institute	2020





Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, April 6, 2021

Re: Authorize acquisition of a portion of a parcel of property identified as Forrest County Parcel No. 2-029N-09-029.00 (PPIN 013242) for the Dynamic Message Sign Project; Acknowledge receipt of Appraisal Report; Determine the appraisal valuation of \$1,705.00 to be Just Compensation for the aforementioned portion of the parcel; Authorize Mayor to make a Fair Market Value Offer for the property of \$1,705.00; Authorize Mayor to execute any and all documents required to complete the transaction; Authorize issuance of a manual check in payment thereof upon closing of transaction.
File Number: 2021-305
Minute Book #

Summary

Authorize acquisition of a portion of a parcel of property identified as Forrest County Parcel No. 2-029N-09-029.00 (PPIN 013242) for the Dynamic Message Sign Project; Acknowledge receipt of Appraisal Report; Determine the appraisal valuation of \$1,705.00 to be Just Compensation for the aforementioned portion of the parcel; Authorize Mayor to make a Fair Market Value Offer for the property of \$1,705.00; Authorize Mayor to execute any and all documents required to complete the transaction; Authorize issuance of a manual check in payment thereof upon closing of transaction.

Recommendation Statement

I recommend approval of this item.

Please place this on the April 6, 2021 City Council meeting for consideration.

APPRAISAL REPORT

Parcel Number(s) 2-029N-09-029.00
Owner MSTREO, LLC
Vacant / Occupied / Leased Vacant
County Forrest
Project Name Dynamic Message Sign Project
Effective Date of the Appraisal March 1st, 2021
Report Date March 16th, 2021
Report Requested for Original Appraisal

Prepared For



The City of Hattiesburg
c/o Lamar Rutland, Director of Engineering
P.O. Box 1898
Hattiesburg, MS 39403

This Appraisal Report Was Prepared By



ZAC FAIRLEY APPRAISALS & CONSULTING

601-466-2750 ZFAPPRaiser@GMAIL.COM

Possession of this report does not carry or imply a right of use and/or publication. This real property appraisal report is the property of the City of Hattiesburg and may not be utilized or cited in whole or in part without the express written consent of an authorized agent or official of the City of Hattiesburg.

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Appraisal Report

Parcel No. 2-029N-09-029.00
Project Dynamic Message Sign Project
County Forrest
Owner(s): MSTREO, LLC Address: 728 North Blvd.
Phone: (858)200-3832 Baton Rouge, LA 70802

Estate Appraised: ☒ Fee Area of Whole Tract 34,560 Sq. Ft.
☐ Easement Area of Remaining Tract 34,276 Sq. Ft.
☐ Other Area to be Acquired 284 Sq. Ft.

Within the scope of the assignment and consistent with USPAP Standard Rules 1 and 2-2, the following analyses, opinions and conclusions have been developed and are reported in this **Appraisal Report**. Within the Scope of Work which is described in more detail later in this report, it may be necessary to invoke the Jurisdictional Exception Rule of the USPAP in certain instances so as to maintain conformity with the Uniform Appraisal Standards for Federal Land Acquisitions, and compliance with certain laws of the State of Mississippi, and certain Federal Regulations promulgated pursuant to The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L. 91-646, as amended, 42 U.S.C §4601, et seq., and regulations promulgated pursuant thereto found at 49 C.F.R. Part 24.

Property Owner Contact Record

Subject Property Inspection Dates: 3/01/2021

The property owner or their designated representative **was** offered an opportunity to accompany the appraiser performing this appraisal during the appraisal inspection of the property. A Right of Way Acquisition Guide was **mailed** to the property owner on February 19, 2021. *(If opportunity was not offered, explain in comments)*

Contact Comments
A packet was certified mailed to the property owner with their listed business address on February 19 th , 2021. This packet included a letter containing a description of the project, a right-of-way plat, as well as, a right-of-way acquisition guide. The letter also offered the property owner an opportunity to accompany the appraiser performing this appraisal during the appraisal inspection of the property.
We were unsuccessful at making contact with the property owner. I was unable to access the interior of the building. We proceeded with the property inspection on March 1 st , 2021.
Is the Property being Leased or Rented? No
Lessor:
Lessee:
Terms of Lease:

Appraiser:
(signature)



Date: 3/16/2021

(print name)
(license type)

Zachary H. Fairley
State Licensed Real Estate Appraiser # LA-1868

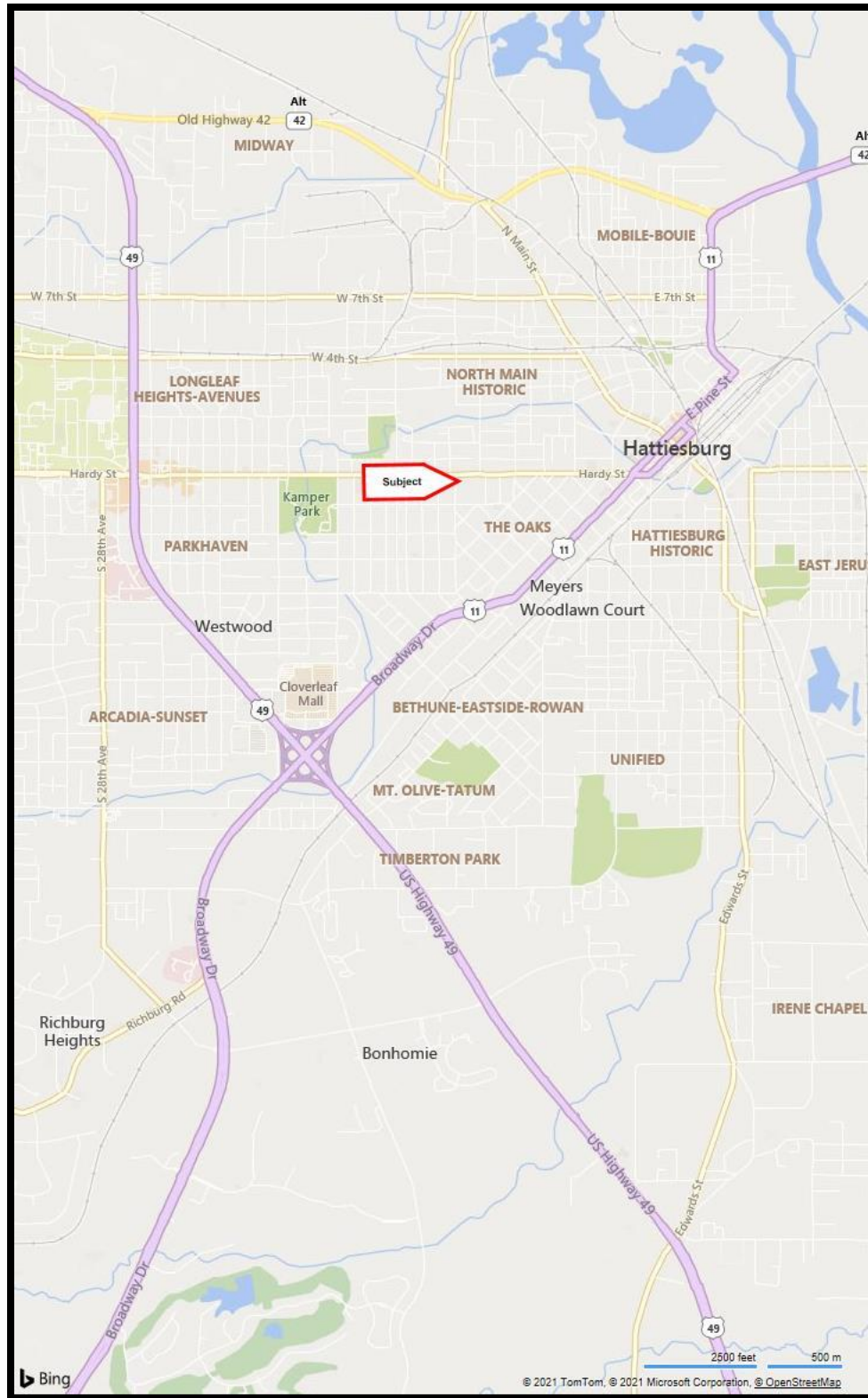
Appraiser:
(signature)



Date: 3/16/2021

(print name)
(license type)

Gerald Collins
State Certified General Real Estate Appraiser # GA-35



Summary of Facts and Findings

Parcel No. 2-029N-09-029.00	
Property Owner: MSTREO, LLC Address: 728 North Blvd., Baton Rouge, LA 70802 Phone: (858)200-3832	
Identification of the Property Appraised:	<i>Brief description of property identification, such as Section, Township, Range, Lot and Block, Street Address, etc.</i>
The subject property is located along the south side of Hardy Street between South 10th Avenue and Pinehurst Street, in Hattiesburg, Forrest County. The property has a physical address listed at 990 Hardy Street. According to the Forrest County Tax Assessor's records, the site area contains 34,560 square feet. This was considered accurate and used as the site area in our report. If provided a survey, indicating a different acreage, we reserve the right to alter our appraisal accordingly. The property was considered to have a highest and best use of commercial. The legal description identifies the property as the W 42' of Lot 7 & All 8-9-10; Block G, W C Bennett Subdivision, situated in Section 9, Township 4 North, Range 13 West, all being in the City of Hattiesburg, Forrest County, Mississippi.	
Estate Appraised:	<i>(Fee, Easement, Other)</i>
Fee Simple	
Size of the Whole Tract (Before):	34,560 Sq. Ft.
Size of the Remaining Parcel (After):	34,276 Sq. Ft.
Size of the Area to be Acquired:	284 Sq. Ft.
Highest and Best Use Before (Whole Tract):	Commercial
Highest and Best Use After (Whole Tract):	Commercial
Unit Value of the Land (Before)	\$6.00 / SF
Unit Value of the Land (After)	\$6.00 / SF
Improvements:	<i>(Briefly describe the improvements, such as, single family house, shed, barn, etc.)(List any personal property not covered in the appraisal report.)</i>
The site is improved with a +/-9,680 square foot (GBA) brick veneer commercial office building, built in 1980. I was unable to access the interior of the building and only an exterior inspection was performed. However, portions of the interior were viewed from exterior windows. From this limited inspection, it appears squatters have been on premises. The exterior of the building showed significant signs of deferred maintenance from broken and missing windows, boarded up doors, and deteriorated fascia boards. It appears the building has been vacant for an extensive period and was considered to be in poor to fair condition. The building is approximately 36.5' from the existing right-of-way at its closest point in the before condition. The improvements are not being affected and were not valued in this report. For this reason, the valuation of the building was not included in this report. The value stated in this report is the land value only. There is a paved parking area in front and rear of the building. The property has good visibility and access to Hardy Street. The proposed right-of-way area is located on the northwest corner of the site along Hardy Street. This is an open grassy area in front of the building. No improvements are located in the acquisition area. The building will be located +/- 23.9' from the proposed right of way in the after condition.	

Total Before Value:	\$207,360
Total After Value:	\$205,655
Just Compensation:	\$1,705

Allocation of Compensation for All interest: <i>(List all interest such as Q interest, Temporary Easements, Warranty Deeds, etc.)</i>				
Parcel No.	Land	Improvements	Damages	Total
2-029N-09-029.00	\$1,705			\$1,705

Effective Date of the Appraisal:	3/01/2021
Date of Report:	3/16/2021

Certification of Appraiser

I certify that, to the best of my knowledge and belief:

The statements of fact contained in this report are true and correct; The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and legal instructions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions;

I have no present or prospective interest in the property appraised and no personal interest or bias with respect to the parties involved;

Neither my engagement or my compensation for completing this appraisal assignment was contingent upon my developing or reporting a predetermined result, predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal;

The real property appraisal documented in this appraisal report was completed in accordance with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 USC 4601 et seq.), and requirements for appraisals as outlined in 49 CFR 24, Subpart B, dated January 4, 2005. To the extent appropriate under the Laws of the State of Mississippi, the real property appraisal documented in this appraisal report was completed in conformity with the Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA), which are compatible with standards and practices of the Appraisal Foundation's Uniform Standards of Professional Appraisal Practice (USPAP), except to the extent that compliance with the Uniform Act, 49 CFR 24, and the UASFLA required invocation of the (USPAP) Jurisdictional Exception Rule in certain instances, so as to conform with the over-riding federal law relating to the valuation of real estate for government acquisition purposes.

This appraisal conforms with the appropriate State laws, regulations, policies, and procedures applicable to the appraisal of rights of way for highway purposes;

Unless expressly stated otherwise in this report, I made a personal inspection of the property appraised and the property owner, or his/her designated represented, was given the opportunity to accompany me on the inspection;

Zac Fairley has made a personal inspection of the property that is the subject of this report on March 1st, 2021. Gerald Collins did not inspect the property.

Any decrease or increase in the fair market value of the real property prior to the date of valuation caused by the public improvement for which such property is to be acquired, or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner, was disregarded in determining the compensation for the property;

No one provided significant professional assistance to me in the performance of this appraisal except for the following named individuals: None;

I have not performed any services regarding the subject property in within the three (3) year period immediately preceding acceptance of the assignment, as an appraiser or any other capacity;

I have not revealed the findings and results of this appraisal report to anyone other than the proper officials of the City of Hattiesburg and I will not do so until authorized by the Department or until required by law.

My analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with Uniform Standards of Professional Appraisal Practice, as promulgated by the Appraisal Foundation;

Zac Fairley is licensed by the State of Mississippi as a Licensed Real Estate Appraiser, License No. LA-1868. Gerald Collins is certified by the State of Mississippi as a General Real Estate Appraiser, License No. GA-35. As of the date of this report, we have completed the continuing education program required to maintain our license.

The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

The Appraisal Institute conducts a program of continuing education for its designated members and members are awarded periodic educational certification.

Parcel No. 2-029N-09-029.00 Project Dynamic Message Sign Project
Appraisal Report

Based upon our independent appraisal and the exercise of our professional judgment, it is our opinion that the valuation of the subject property is as follows:

Fair Market Value of the Whole Tract (as defined in this report)	Before	\$207,360
Fair Market Value of the Remainder Property	After	\$205,655
The difference between the Fair Market Value of the whole tract and the remainder is		\$1,705

as of March 1st, 2021 and is my opinion of just compensation, for the acquisition of the real property rights described in this appraisal report.

Date **3/16/2021**

Appraiser (sig.)



(name)

Zachary H. Fairley

(License)

State Licensed Real Estate Appraiser # LA-1868

Date **3/16/2021**

Appraiser (sig.)



(name)

Gerald Collins

(License)

Certified General Real Estate Appraiser # GA-35

Appraisal Scope of the Work

Identification of Client and Intended Users

The City of Hattiesburg requested appraisal of the property described in this report. The intended user of this appraisal report is the City of Hattiesburg and such employees or agents authorized by the City of Hattiesburg to utilize the information contained herein. There are no other intended users.

Intended Use of the Appraisal Report

The facts, analyses, opinions, and conclusions contained in this appraisal report establish an estimate of just compensation, as prescribed under the laws of the State of Mississippi, payable for the acquisition of specified real property rights, being acquired for public use. The estimate of just compensation in this appraisal report includes the fair market value of the property, damages to the remaining property, if any, and such curative costs as are permitted by the Laws of the State of Mississippi, and, upon determination by appraisal review that this appraisal report complies with all applicable standards and requirements, serves as the basis for the establishment of the amount believed to be just compensation for the acquisition of the "real property" described herein. There are no other intended uses.

Purpose of the Appraisal

The purpose of the appraisal is to render an opinion as to the Fair Market Value of specified real property as of the stated date and, through application of the Before and After Rule as prescribed under the laws of the State of Mississippi, the valuation of the remainder of specified real property. The difference between these two valuations is the value being sought by the client and is reported to the client as the "opinion of just compensation".

Parameters of Data Search

The scope of the assignment is to collect and verify as completely as possible, comparable sales, and rentals, if applicable, from within the subject area, or other areas that, in the opinion of the appraiser, are reasonably comparable to the subject area, so that a value conclusion may be derived.

Sources of the data, utilized for this appraisal, include county deed records, real estate brokers, real estate appraisers, and other individuals knowledgeable in the local real estate market and, as applicable and appropriate, other individuals knowledgeable in specific types of property. One or more of the principals involved in the transactions, grantor, grantee, attorney, financier, broker of the transaction, or their representatives, have verified the market sales used in this report. Mississippi is a non-disclosure State. Other than the recordation of a deed, there is no legal requirement for grantors, grantees, or other parties to a transaction, to disclose any information relative to the transfer of real property. Since there is no legal requirement for the deed to include the transaction price when it is recorded, it is possible that there are transactions for which purchase price data could not be obtained.

Extent of Property Inspection

Per the USPAP Scope of Work Rule, *"The report must contain sufficient information to allow intended users to understand the scope of work performed"*. The extent of the subject property inspection, including interior and exterior areas, is required content of the appraisal report per the USPAP scope of work rule and per guidance from the FHWA regarding requirements for scope of work. The "extent of the inspection process" includes, but is not limited to: a declaration as to the part or parts of the property that were actually viewed or not viewed during the inspection; for structures and other improvements, whether such items were physically measured by the appraiser, whether interior and/or exterior inspection was performed for each item, and a declaration regarding the level of detail associated with the inspection of tangible property. The following is a description of the extent of the inspection performed on the subject property for this appraisal assignment

We were unable to make contact with the property owner. I inspected the exterior of the building, walked the proposed acquisition area, and physically measured the building. This inspection was documented with photographs and measurements showed later in the report. The building will have similar parking and was not considered to be affected by the proposed R.O.W.

Note: The appraiser was not given access to the interior of the building. The appraiser has the right to alter this appraisal if any information that is deemed necessary to the valuation of this appraisal report is provided.

Valuation Process

The data obtained is to be analyzed, when appropriate, via the Cost, Income, and Sales Comparison Approaches to Value, with appropriate support for any adjustments made and the value conclusions. The values derived via these three approaches, if applied, are then reconciled into final opinions of value for the subject property for both the before condition and after condition, respectively. The just compensation opinion thus derived by this process encompasses the value of the partial acquisition, improvements within the acquisition, damages to the remainder (if any), including any curative costs impacted by the acquisition in accordance with the Uniform Act and the Laws of the State of Mississippi.

Property Rights Appraised

The property rights appraised in this report consist of fee simple, and, as applicable and appropriate, easement, leased fee, and leasehold interest(s).

“Fee Simple Estate” is defined as: “Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power and escheat.” Source: Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th ed., s.v. “fee simple estate”, (Chicago: Appraisal Institute, 2015), PDF e-book.

“Easement” is defined as: “The right to use another's land for a stated purpose.” Source: Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th ed., s.v. “easement”, (Chicago: Appraisal Institute, 2015), PDF e-book.

“Leased Fee Interest” is defined as: The ownership interest held by the lessor, which includes the right to receive the contract rent specified in the lease plus the reversionary right when the lease expires.” Source: Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th ed., s.v. “leasehold fee interest”, (Chicago: Appraisal Institute, 2015), PDF-ebook.

“Leasehold Interest” is defined as: “The right held by the lessee to use and occupy real estate for a stated term and under conditions specified in the lease.” Source: Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th ed., s.v. “leasehold interest”, (Chicago: Appraisal Institute 2015), PDF e-book.

Property Appraised: Estate(s)	List and describe, if necessary, the property right(s) appraised (i.e., fee simple, easement, other)
Fee Simple	

Fair Market Value Defined

Fair Market Value is value in exchange. It is “the most probable price, as of a specified date, in cash, or in terms equivalent to cash, or in other precisely revealed terms, for which the specified property rights should sell after reasonable exposure in competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self-interest, and assuming that neither is under undue duress”. (See the Terms and Definitions section of this report for the source of this definition)

Assumptions and Limiting Conditions

This appraisal is subject to the following underlying assumptions and limiting conditions:

The appraiser certifies that to the best of his or her acknowledge and belief, the statements contained in this appraisal report, subject to the limiting conditions set forth below are correct.

This appraisal is of the property described in this report.

The appraiser has made no survey of the property and assumes that the areas and dimensions shown herein are correct. Any sketch or identified survey of the property included in this report is only for the purpose of assisting the reader in visualizing the property.

Certain information in this report was obtained from and/or furnished by sources believed to be reliable; however, the absolute accuracy of information is not guaranteed. If relevant information or errors come to the attention of the appraiser, the appraiser reserves the right to change, alter, revise, or void the opinions contained in this report in part or in their entirety.

Possession of this report does not imply the right of publication and it may not be used without the consent of the City of Hattiesburg. This report is to be used in its entirety. The appraiser is not responsible if any part of this report is used to the exclusion of the remainder.

I am not familiar with any engineering studies made to determine the bearing capacity of the land or that indicate any mineral contents of a significant nature.

The appraiser has no knowledge of the existence of hazardous materials on the property unless otherwise stated in this report. The appraiser, however, is not qualified to detect such substances. The presence of any such substances, which may be potentially hazardous materials, may affect the value of the property. However, as directed by the client, the City of Hattiesburg, this value estimate is predicated on the assumption that there are no such materials on or in the property that would cause a loss in value.

To the best of my knowledge no portion of the value assigned to the subject property is for items, which are non-compensable according established laws.

This property has been appraised as though free of all liens, unless otherwise stated herein. No responsibility is assumed for matters legal in nature, nor is any opinion of title rendered herewith. Good title is assumed.

Certain background and other relevant information applicable to the appraisal of this property and for this appraisal report is given in the project data brochure, which is incorporated herein by reference.

This appraisal was performed within requirements of regulation, law, and supplemental appraisal standards that are applicable to appraisals performed for governmental acquisitions and thus, certain valuation opinions and conclusions stated in this appraisal report are affected by these requirements. Applicable Mississippi Law is found at Mississippi Code Section 65, Section 43, Section 11, and also found in certain published decisions of the Mississippi Supreme Court as they pertain to property acquisition by Eminent Domain. Applicable Federal Law is found in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L. 91-646, as amended, 42 U.S.C §4601, et seq., and regulations promulgated pursuant thereto found at 49 C.F.R. Part 24 and further described in *"The Uniform Appraisal Standards for Federal Land Acquisitions"*,

The reported value estimate assumed no impact on value because of "Section 404 wetlands", as defined by the U. S. Army Corps of Engineers. The client is urged to seek advice of an expert to determine any potential impact on wetlands on the property.

There **are** additional assumptions and limiting conditions applicable to this appraisal

In order to estimate compensation, the “before and after” technique has been used. This involves appraising the whole property, the acquisition and the remainder property. The valuation of the whole property does not take into consideration project influence. The acquisition is valued as a pro rata part of the whole. The remainder is appraised as impacted by the acquisition and project. A forecast is being made when appraising the remainder after. This forecast is a hypothetical situation. The compensation includes value of the acquisition and any damages to the remainder which may arise.

No opinion as to title is rendered. Name of ownership and the legal description were obtained from sources generally considered reliable. Title is assumed to be marketable and free and clear of all liens, encumbrances, easements, and restrictions except those specifically discussed in this report. The property is appraised assuming it to be under responsible ownership and competent management and available for its highest and best use.

Extraordinary Assumptions and Hypothetical Conditions

Standard Rule 1-2(g) and (h) and Standard Rule 2-2 (a)(viii) and (b)(viii) of the *Uniform Standards of Professional Appraisal Practice* require the appraiser to identify and state all extraordinary assumptions and hypothetical conditions when developing and reporting an appraisal.

The *Uniform Appraisal Standards for Federal Land Acquisitions*, Section 1.2.7, page 13, further states that:

“An extraordinary assumption may be used in an assignment only if:

1. it is required to properly develop credible opinions and conclusions;
2. the appraiser has a reasonable basis for the extraordinary assumption;
3. use of the extraordinary assumption results in credible analysis; and
4. the appraiser complies with disclosure requirements set forth in USPAP for extraordinary assumptions.”

“A hypothetical condition may be used in an assignment only if :

1. use of the hypothetical condition is clearly required for legal purposes, for purposes of reasonable analysis, or for purposes of comparison;
2. use of the hypothetical condition results in a credible analysis;
3. the appraiser complies with the disclosure requirements set forth in USPAP for hypothetical conditions, and
4. the hypothetical condition is provided to the appraiser in writing by the client or an authorized representative of the client.”

USPAP 2020-2021, pg. 4 defines extraordinary assumption as “an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser’s opinions or conclusions. Uncertain information might include physical, legal or economic characteristics of the subject property; or conditions external to the property, such as market conditions or trends, or the integrity of data used in an analysis.

USAP 2020-2021, pg. 4 defines hypothetical condition as “a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results but is used for purpose of analysis.” Hypothetical conditions are contrary to known facts about physical, legal, or economic characteristic of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis.

An appraiser cannot make an assumption or accept an instruction that is unreasonable or misleading, nor can an appraiser make an assumption that corrupts the validity of the value estimate. Written legal instructions that have proper foundation must be accepted and must be included in the appraisal report.

Following, if applicable, are all extraordinary assumptions and/or hypothetical conditions that affected the analyses, opinions, and conclusions of this report which are explained in the scope of work:

Acquisition of R.O.W. and easements pertaining to Local Public Agencies typically infer that all drives, curbing and pavement will be replaced with similar or better material. We have made the assumption that all drives, curbs and pavement will be reconnected with like kind material.

Following, if applicable, are appraiser instructions that affected the analyses, opinions, and conclusions of this report:

None

Following, if applicable, there are no temporary easement assumptions.

None

Statement on The Use of Significant Professional Assistance and The Use of Consultant's Report(s)

If professional assistance was provided to the appraiser, the name of the individual(s) providing such assistance must be stated below. This includes both professional appraisal assistance and providers of subsidiary assistance, e.g., appraisers, registered foresters, architects, attorneys, planning and permitting consultants, engineers, cost estimators, marketing consultants, etc., etc.

If applicable, the following is a description of any necessary or appropriate steps that were performed in the completion of this appraisal assignment that were not previously noted in the scope of work, including a list of the individual(s) providing professional assistance and the type and extent of assistance provided.

A plat of the proposed acquisition area was provided by Clearpoint Consulting Engineers, P.A. We have relied on the acreage from the plat to determine the size of the acquisition area.
--

Declaration of Jurisdictional Exception to the Uniform Standards of Professional Appraisal Practice

In conformity with the requirements of USPAP Standard Rule 2-1(a, b, & c), this section of the appraisal report references those specific laws and regulations that prescribe methods and procedures of appraisal and appraisal reporting contrary to that required by USPAP. Application of the Jurisdictional Exception Rule of the USPAP is hereby declared.

Linking Estimate of Value to Specific Exposure Time –

The Comment to USPAP Standards Rule 1-2(c) states *“when reasonable exposure time is a component of the definition for the value opinion being developed, the appraiser must also develop an opinion of reasonable exposure time linked to that value opinion”*. The Comment to USPAP Standards Rule 2-2(a)(v) and 2-2(b)(v) states *“when an opinion of reasonable exposure time has been developed in compliance with Standards Rule 1-2(c), the opinion must be stated in the report”*. Under Federal appraisal standards, “exposure time” statements are not permitted to appear in appraisal reports prepared for governmental acquisitions. Therefore, pursuant to Miss. Code, Sec. 65-1-8 all real property appraisals prepared, shall invoke a Jurisdictional Exception to the requirements of USPAP 2-2(a)(v) and 2-2(b)(v) in order to maintain compliance with Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L. 91-646, as amended, 42 U.S.C §4601, et seq., found at 49 C.F.R. Part 24.103 and stated with specificity in *“The Uniform Appraisal Standards for Federal Land Acquisitions”*, Section 1.2.4., Page 10 and Section 4.2.1.2, Page 95.

Consideration of Land Use Regulations –

USPAP Standard Rule 1-3(a) requires analysis of the effect existing land use regulations and reasonably probable modifications to same. This requirement is contrary to Federal appraisal standards. All real property appraisals, must disregard any recent rezoning if such rezoning was a consequence of, or in anticipation of, the government project for which the appraisal is being conducted. Therefore, pursuant to Miss. Code, Sec. 65-1-8, all real property appraisals shall invoke a Jurisdictional Exception to the requirements of USPAP 1-3(a) in order to maintain compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L. 91-646, as amended, 42 U.S.C §4601, et seq., and regulations promulgated pursuant thereto found at 49 C.F.R. Part 24.103 and stated with specificity in *“The Uniform Appraisal Standards for Federal Land Acquisitions”*, Section 4.3.2.4.1, Page 109.

Consideration of Anticipated Public Projects –

USPAP Standard Rule 1-4(f) requires the appraiser to analyze the effect on value of anticipated public improvements located on or off the property appraised. The appraisal requirements of USPAP Standard Rule 1-4(f) are contrary to State and Federal Law regarding appraisals performed for government acquisitions. All real property appraisals must disregard any decrease or increase in the fair market value of real property caused by the government project for which the appraisal is being conducted. Therefore, per Mississippi Law found in the Miss. Code, at Sec. 43-37-31 and Federal Law found in Title III, Sec. 301(3) of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L. 91-646, as amended, 42 U.S.C §4601, et seq., and regulations promulgated pursuant thereto found at 49 C.F.R. Part 24.103(b) all real property appraisals performed shall invoke a Jurisdictional Exception to the requirements of USPAP 1-4(f).

Valuation by Market Approach Only (a.k.a. Sales Comparison Method):

All real property appraisals performed for the purpose of governmental acquisitions within the scope of The Uniform Act are authorized to omit cost and income approaches to valuation where sufficient sales data exists to produce a reliable opinion of value by use of the Market Approach alone (*a.k.a. Sales Comparison Approach*). Therefore, pursuant to the Miss. Code, at Sec. 65-1-8 and Federal Law under the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L. 91-646, as amended, 42 U.S.C §4601, et seq., and regulations promulgated pursuant thereto found at 49 C.F.R. Part 24.103(a)(3), all real property appraisals performed shall invoke Jurisdictional Exception to the requirements of Standard Rule 1-4(b, c), and Standard Rule 2-2(a)(xi) as it pertains to same.

Additions to the Scope of Work and Comments (if necessary)	
The Scope of Work included: a) An inspection of the subject property and the research and collection of data pertaining to recent economic development and real estate activity in Forrest County, Mississippi, as well as other parts of the state. The Sales Comparison approach to value was used. Information was collected from courthouse records, files of reliable real estate professionals, property owners and developers, the search of public records through the use of commercial sources of data such as printed comparable data services and computerized databases. Search parameters such as dates of sales, leases, locations, sizes, and types of properties were started with relatively narrow constraints and, if necessary, were expanded until the appraiser had either retrieved data sufficient (in the appraiser's opinion) to estimate market value, or until the appraiser believed that he had reasonably exhausted the available pool of data. Efforts were made to verify the data with persons directly involved in the transactions such as buyers, seller, brokers, or agents. At the appraiser's discretion, some data was used without personal verification if, in the appraiser's opinion, the data appeared to be correct. In addition, the appraiser considered any appropriate listings or properties found through observation during appraiser's data collection process. The appraiser reported only the data deemed to be pertinent to the valuation problem; b) Investigating and analyzing any pertinent easements or restriction, on the fee simple ownership of the subject property. It is the client's responsibility to supply the appraiser with a title report. If a title report is not available, the appraiser will rely on a visual inspection and identify any readily apparent easements or restrictions; c) Analyzing the data found and has reached conclusions regarding the market value, as defined in the report, of the subject property as of the date of value using appropriate valuation approach(es) identified above; d) Preparing the appraisal in compliance with the Uniform Standards of Professional Appraisal Practice as promulgated by The Appraisal Foundation and the Code of Professional Ethics and Certification Standard of the Appraisal Institute; e) Preparing an Appraisal Report, as defined in USPAP, which includes photographs of the subject property, descriptions of the subject neighborhood, the site, and any improvements on the site, a description of the zoning, a highest and best use analysis, a summary of the most important sales used in the appraiser's valuation, a reconciliation and conclusion, and other data deemed by the appraiser to be relevant to the assignment. Pertinent data and analyses not included in the report may be retained in the appraiser's files; f) This appraisal report is an estimate of market value of the property, assuming quality materials, workmanship and properly functioning equipment and mechanics of the building. It does not serve as a home or building inspection, structural inspection, environmental or pest inspection. In preparing this report, the appraiser is not acting as a home or building inspector, engineer, surveyor, or pest inspector. In performing the limited inspection of this property, areas that were readily accessible were visually observed and the review is superficial only. This inspection is not technically exhaustive and does not offer warranties or guarantees of any kind. It is advised to have any structure inspected by an inspector or other suitable professional that offers such warranted or guaranteed inspection of the structural, environmental aspects, or other areas of concern.	

Area & Neighborhood Data

The subject is located at 990 Hardy Street in an area which is on the western edge of the Central Business District in downtown Hattiesburg. This area comprises a mixture of property uses which include professional office space, some retail, and various other commercial uses. Residential uses are located about one block off Hardy Street. The majority of single-family residences located along Hardy Street in this area have been converted to either retail or office use. This area of the city has seen little new development, but commercial properties have remained stable in value. Most of the new commercial and office development is taking place in western Hattiesburg and eastern Lamar County.



Aerial Map

Parcel No. 2-029N-09-029.00

Appraisal Report

Project

Dynamic Message Sign Project

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Site Description

(Before, Acquisition, After)

Site Description — Before

An analysis of the subject site is particularly important in estimating its highest and best use and for separate valuation from the improvements. The following is a discussion of the subject site in the Before Condition.

Present Use of Site: Commercial

Legal Description of the Total Ownership: We have estimated the site area to contain 34,560 square feet based on the legal description and Forrest County Tax Assessor's records. The legal description identifies the property as the W 42' of 7 & All 8-9-10; Block G, Bennett W C Sub Hardy, situated in Section 9, Township 4 North, Range 13 West, all being in the City of Hattiesburg, Forrest County, Mississippi.

Location: The property is located along the south side of Hardy Street between South 10th Avenue and Pinehurst Street. The property has a physical address listed as 990 Hardy Street, Hattiesburg, Forrest County, Mississippi

Dimensions/Area/Shape: The property is square in shape. The entire site was estimated to contain 34,560 square feet or 0.79 acres, more or less. The site size was taken from the Forrest County Tax Assessor's website. If provided a survey indicating a different acreage, we reserve the right to alter our value.

Frontage/Access: The subject property has access and frontage from Hardy Street. Hardy Street fronts along the north boundary for 192 feet.

Topography: Level at road grade.

Flood Plain and Drainage Data: According to FEMA Flood Panel No. 28035C0108D; dated 3/02/2010, the property is located in Zone X.

Use Restrictions: The property is zoned B-3; Community Business District by the City of Hattiesburg. The current retail use is a legal conforming use.

Site Improvements: Paved Parking

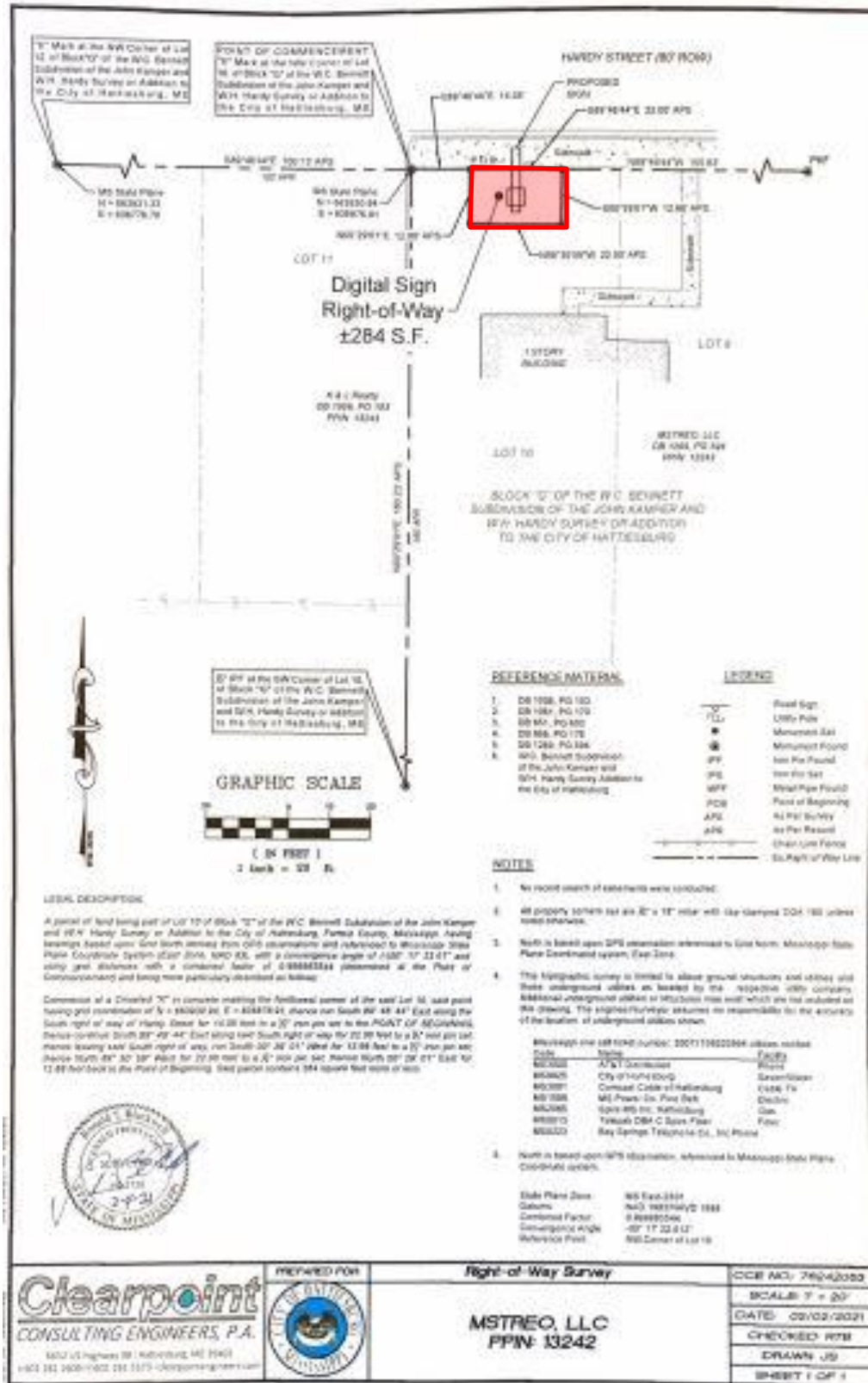
Off-Site Public Improvements: Hardy Street

Adjacent Land Uses: Commercial and Retail

Easements/Encumbrances: We are not aware of any easements or encumbrances that would be a detriment to the property.

Utility Service	Supplier	Utility Service	Supplier
Electricity	Mississippi Power Company	Sewer	City of Hattiesburg
Gas	Spire	Water	City of Hattiesburg

Comments:	Additional narrative, as needed.
The property is a vacant office building with two paved parking areas. The proposed right-of-way is located outside the paved parking areas and the parking will not be affected.	



Photographs



Proposed right-of-way along Hardy Street



Looking towards the building at the proposed r.o.w.



Looking west from parking lot at the proposed
r.o.w.



Parking lot and signage located on the property



View of building and parking area from Hardy
Street.



Deferred maintenance on the west side of the
building.

Photographs



Interior of the building



Rear of the building



Alley located to the rear of the building



Deferred maintenance at the rear of the building



Front of the building



Additional view of parking area in front of the building.

Site Description — Area of Acquisition

Location: The fee simple acquisition area is located on the northwest corner of the site along Hardy Street.

Dimensions/Area/Shape: According to the survey provided by Clearpoint Engineering, the subject acquisition area is one contiguous parcel containing +/-284 square feet. The acquisition area is rectangular in shape with dimensions of the acquisition area approximately 12.88'x22.00'.

Permanent Acquisition: +/-284 square feet

Site Improvements in R.O.W.: The acquisition area is an open grassy area located on the northwest corner of the site. No site improvements were observed in the acquisition area.

Rights to be Acquired for Each Parcel: Fee Simple

Comments:	<i>Additional narrative, as needed.</i>
The acquisition area will move in +/- 12.98' feet towards the building. This will be about +/-24' north of the building at its closest point.	

Site Description — After

Dimensions/Area/Shape: The remaining tract is similar in shape containing a total of +/-34,276 square feet and could continue to support a commercial office use.

Frontage/Access: The remaining property has similar frontage with no limitations in access.

Topography: Similar as in the before condition.

Flood Plain and Drainage Data: Similar to the before condition

Use Restrictions: The site will be reduced by 284 sq. ft. This does not cause a loss in parking spaces or utility.

Site Improvements: Similar as in the before condition.

Off-Site Public Improvements: Similar as in the before condition.

Easements/Encumbrances: Similar as in the before condition.

Utilities: Similar to the before condition.

Comments:	<i>Additional narrative, to include any adverse effects on the use of the remainder.</i>
The building will be approximately 24' from the right-of-way in the after condition at its closest point. It was +/- 36' from the right-of-way in the before condition. No damages were observed from the proposed right-of-way.	

Improvement Description

(Before, Acquisition, After)

The following summary of basic construction details is based on the March 1, 2021 site inspection. The improvements include a 9,680 sf commercial office building. We were unable to access the interior of the building to determine the condition and finish quality.

Basic Construction Details

Design/Style: Office Building

Foundation: Raised

Exterior Walls: Wood framing with brick veneer exterior

Roof: Gable; Shingle; **Condition:** Fair

Framing, Sheathing and Decking: Typical

Windows: Aluminum frame

Exterior Doors: Hollow-core doors

Interior Floors: Unknown

Interior Walls: Unknown

Ceiling: Unknown

Lighting: Unknown

Electrical: Unknown

Plumbing: Unknown

Heating and Cooling: HVAC; It is unknown of the condition of the HVAC system

Parking and Drives: Paved parking areas in the front and rear of the building

Site Improvements: Parking Lot; Signage

Actual Age: (1980) 41 years

Items of Deferred Maintenance: Boarded doors/windows, broken windows, and deteriorated fascia boards.

Improvements in the Acquisition: No improvements are located in the acquisition area.

Improvements Remaining: Commercial office building and parking areas

Items of Real Property Appraised

The real property appraised consists of the site area containing 34,560 square feet and improvements.

Items of Personal Property Not Appraised

No items of personal property were appraised in this report.

Whole Tract and Larger Parcel Declaration

Whole Tract Declaration

On those properties where the total ownership and the Larger Parcel are not one-in-the-same, it is possible for a property to contain several Larger Parcels (Highest & Best Use areas). The acquisition may affect more than one Larger Parcel (H&BU area), it is essential that there be a clear declaration by the appraiser as to what part and/or parts of the total ownership are being appraised. This section of the appraisal report declares exactly what was valued in the appraisal process and includes:

- The size of the contiguous total ownership provided to the appraiser by the MDOT
- Declaration of the Larger Parcels (H&BU areas) within the total ownership that are unaffected
- Identification and delineation of the affected Larger Parcels (H&BU areas) described by the following methods as appropriate:
 - a) Clearly visible physical features- road, creek, ditch, fence, tree line, etc.
 - b) Subdivision boundary, Zoning line, corporate limits, county line, section line, etc.
 - c) c)Dimensioned area as determined by the appraiser

Total "Whole Tract" Declaration and Summary	(Ac./S.F.)
According to the Forrest County Tax Assessor's map, the entire contains a total of 34,560 square feet or 0.79 acres, more or less. The acreage is one parcel in unity of ownership and would have a highest and best use of commercial.	

Declaration of the Larger Parcel (if different from the Whole Tract)

There are three conditions or tests that are considered in determining the larger parcel, unity of ownership, unity of use, and contiguity. In certain instances, the larger parcel may not include all the lands that are contiguous and under identical ownership. In determining the larger parcel to be appraised, reliance on unity of ownership and unit of use will be given substantial weight. In determining the larger parcel, the following is noted:

Larger Parcel(s) Summary	(Dimensions, Size, and Use)
Same as above.	

Highest and Best Use Analysis

¹**Highest and best use** is defined in *The Dictionary of Real Estate Appraisal, Sixth Edition, 2015, page 109*, compiled by the Appraisal Institute as:

“The reasonably probable use of property that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity.”

The reasonable and probable use that will support the highest property value, as defined, as of the date of the appraisal. In order to arrive at a highest and best use estimate, the land is first analyzed as if vacant. Later, the total property, including any existing improvements, is analyzed. In estimating the highest and best use of the subject site, as if vacant and improved, you must first carefully study the existing land use patterns and trends in the area. In estimating the highest and best use of the subject property, the appraiser has considered very carefully the following factors:

1. The land and location is considered in relationship to the local area.
2. The physical characteristics of the land and improvements, including the land’s overall size, shape, road frontage, topography, soil and sub-soil conditions and available utilities.
3. In analyzing the highest and best use of the subject, as applicable and appropriate, the Sales Comparison Approach, Cost Approach, and Income Approach are considered.

The procedure used in this report to estimate highest and best use of the subject site was to consider, in sequence, the site’s utility, its legal use, it’s possible and most feasible use, and, finally, the optimum or highest and best use.

Highest and Best Use Analysis	<i>(Address legal permissibility, physical possibility, financial feasibility, maximum productivity, in Before & After for all larger parcels or whole tract as applicable)</i>
<u>Physically Possible Uses:</u> The first constraint imposed on the possible use of the property is dictated by the physical aspects of the site itself. The site contains 34,560 square feet or 0.79 acres and would be suitable for a variety of uses. Development would be feasible or possible for most commercial, industrial, or residential uses. Hardy Street is the primary commercial corridor in Hattiesburg. Residential uses are located off of Hardy Street along the avenues. It is our conclusion that the site is physically suited for a commercial use, that would be consistent with the maximum legal, financial and maximally productive uses. <u>Legally Permissible Uses:</u> The property is located inside the city limits of Hattiesburg. The site is zoned B-3; Community Business by the City of Hattiesburg. <u>Financially Feasible Uses:</u> All uses that are expected to produce a positive return are regarded as financially feasible. The most feasible use would be to continue as a commercial office use. <u>Maximally Productive Uses:</u> The maximally productive use of the property would be for a commercial use as development of any kind would not be more productive. <u>Conclusion:</u> In estimating the highest and best use of the land as though vacant, consideration has been given to the site’s physical characteristics and its financial feasibility. It is our opinion that the highest and best use for the subject site as vacant, would be for a commercial office use.	

¹ The phrase “highest and best use areas” or “uses” is from wording utilized by the Mississippi Supreme Court in its published eminent domain decisions. Reference of these phrases by the Court has been historically utilized in a manner equivalent to the phrase “Larger Parcel”. For additional information, please refer to the “Terms and Definitions” section of this appraisal report.

Ownership History and Tax Information

Ownership History

In developing a real property appraisal an appraiser must:

1. Analyze any current agreement of sale, option, or listing of the subject property, if such information is available to the appraiser in the normal course of business.
2. Analyze any prior sales of the subject property that occurred within the following minimum time period of five years
3. Discuss below (as applicable) the quality and quantity of data available and analyze within the approaches used and the applicability or suitability of the data.
4. When there is a sale of the subject property to the current owner for an undisclosed price, the appraiser must state that he or she attempted to obtain the purchase price and other terms of the transaction without success. (If transaction price could not be verified please explain below.)

Ownership History					
Property Transactions during the last five years to Date:					
Date	Grantor	Grantee	Consideration	Book/Page	Ver.
01/18/2018	TTLBL, LLC	MSTREO, LLC	N/A	1269/594-597	QCD
11/27/2017	Chancery Clerk of Forrest County	TTLBL, LLC	\$12,300	1267/53-56	Tax Sale
Explanation: The property is improved with a vacant office building. We are not aware of any conveyances in ownership since the above listed conveyance. The quitclaim deed is located in the addenda.					

Tax Information			
Tax Parcel I.D. Number	2-029N-09-029.000	True Value – Land	\$96,610
Millage Rate		True Value – Improvements	\$296,360
Property Assessment Rate	15%	Total Value	\$392,970
Special Assessments	None		



Property Link

FORREST COUNTY, MS

Current Date 3/ 2/2021

 Tax Year 2020
 Records Last Updated 3/ 2/2021

OWNER MSTREO LLC
 % MMM PROPERTIES
 728 NORTH BLVD
 BATON ROUGE LA 70802

ACRES : **NA**
LAND VALUE : 96610
IMPROVEMENTS : 296360
TOTAL VALUE: 392970
ASSESSED : 58946

PARCEL 2-029N-09-029.00
ADDRESS 990 HARDY STREET

TAX INFORMATION			
YEAR 2020	TAX DUE	PAID	BALANCE
COUNTY	3862.73	0.00	3901.36
CITY	3131.80	0.00	3163.12
SCHOOL	3895.15	0.00	3934.10
TOTAL	10889.68	0.00	10998.58 1.00% Penalty

LAST PAYMENT DATE **NA**

MISCELLANEOUS INFORMATION	
EXEMPT CODE	LEGAL W 42FT OF 7 & ALL 8-9-10 BLK G
HOMESTEAD CODE None	BENNETT SUB HARDY 552 P28 3/85
TAX DISTRICT 1110	PREV #H0056-01-007
PPIN 013242	B678 P046 8/16/92
SECTION 09	B690 P312 5/93
TOWNSHIP 04N	BENNETT W C SUB OF HARDY SUB
RANGE 13W	
Book 1269	Page 0594

PURCHASE COUNTY TAX SALE FILES

TAX SALES HISTORY, FOR UNPAID TAXES

Year	Sold To	Redeemed Date/By
2016	TTLBL LLC	6/12/2018 CITIZENS BANK
2015	TTLBL LLC	6/12/2018 CITIZENS BANK
2014	TTLBL LLC	NOT REDEEMED
2012	MS TL LLC RAI AS CUSTODIAN	8/22/2014 MMM PROPERTIES LLC

Approaches to Value

All standard techniques used by appraiser in estimating of market value can be grouped into the following three main approaches to value: 1) Sales Comparison Approach, 2) Cost Approach, and 3) Income Approach. One or more of these approaches are used in all appraisal assignments. Use of these approaches will depend on the type of property being appraised and quantity and quality of data available for analysis.

Sale Comparison Approach: A set of procedures in which a value indication is derived by comparing the property being appraised to similar properties that have been sold recently, applying appropriate units of comparison, and making adjustments to the sale prices of comparables based on the elements of comparison. The sales comparison approach may be used to value improved properties, vacant land, or land being considered as though vacant; it is the most common and preferred method of land valuation when comparable sales data are available.

Cost Approach: A set of procedures through which a value indication is derived for the fee simple interest in a property by estimating the current cost to construct a reproduction of, or replacement for, the existing structure; deducting depreciation from the reproduction or replacement cost; and adding the estimated land value, plus an entrepreneurial profit. Adjustments may then be made to the indicate fee simple value of the subject property to reflect the value of the property interest being appraised.

Income Approach: A set of procedures through which an appraiser derives a value indication for an income-producing property by converting its anticipated benefits (cash flows and reversion) into property value. This conversion can be accomplished in two ways. One year's income expectancy can be capitalized at a market-derived capitalization rate or at a capitalization rate that reflects a specified income pattern, return on investment, and change in the value of the investment. Alternatively, the annual cash flows for the holding period and the reversion can be discounted at a specified yield rate.

The Dictionary of Real Estate Appraisal, Fourth Edition, Appraisal Institute

Reason(s) for excluding any of the usual approaches to value	
No income is produced by the property and rentals of ground lease would be weakly supported, therefore, the Income Approach would not apply. The improvements are not being valued, therefore, the Cost Approach was not used.	
The Sales Comparison Approach was the most valid approach and was the approach used in this report.	

SALES COMPARISON APPROACH

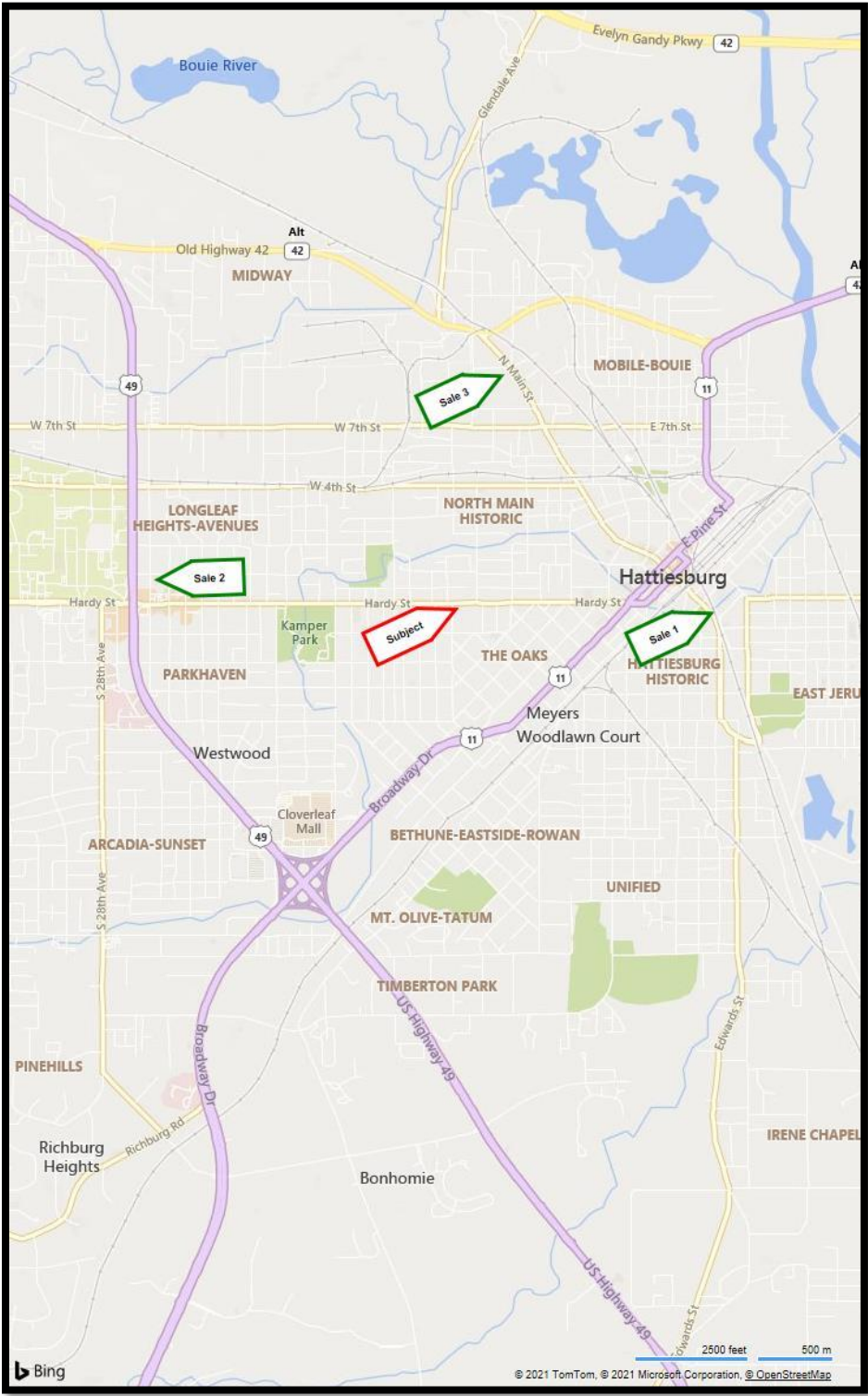
The sales comparison approach involves making direct comparisons of the property being appraised to similar properties that have sold in the same or in a similar market. The comparisons are made in order to derive an estimate of market value for the property being appraised. This approach is based on the economic principle of substitution. The principle implies that a prudent person will not pay more to buy a property than it will cost to construct a comparable substitute property. Although individual sales may deviate from a market norm, a sufficient number tend to produce a pattern indicating the action of typical buyers and sellers in the market.

To apply the sales comparison approach, an appraiser follows a systematic procedure. A general outline of the basic procedure follows:

1. Research the market to obtain information on sales transactions, listings, and offers to purchase or sell properties that are similar to the subject property in terms of characteristics such as property type, date of sale, size, location, and zoning.
2. Verify the data by confirming that the data obtained are factually accurate and that the transactions reflect arms-length market considerations. Verification may also elicit additional information about the market.
3. Select relevant units of comparison (e.g., income multipliers or dollars per acre or per square foot) and develop a comparative analysis for each unit.
4. Compare comparable sale properties with the subject property using the elements of comparison and adjust the sale price of each comparable appropriately to the subject property or eliminate the sale property as a comparable.
5. Reconcile the various value indications produced from the analysis of comparables into a single value indication or a range of values.

In an attempt to estimate the market value of the subject using the sales comparison approach, a thorough investigation of recent commercial land sales in the area has been conducted. The sales presented are believed to be the most comparable sales from this group.

Land Sales Map



Land Sale No. 1



Property Identification

Property Name	Commercial Lot
Address	Hattiesburg, Forrest County, Mississippi 39401
Location	Corner of Buschman Street and Main Street
Tax ID	PPIN # 18565- 18566- 18567

Sale Data

Grantor	Robert Rogge
Grantee	Ferraez Lamar Holdings, LLC
Sale Date	November 18, 2020
Deed Book/Page	1353/381
Property Rights	Fee Simple
Conditions of Sale	Arm's Length
Financing	Conventional
Verification	Confirmed with Michael Anderson (Selling Agent) by ZF; 3/09/2021

Sale Price	\$43,500
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Land Data

Zoning	B-3
Topography	Open
Utilities	Electricity, Water, Sewer
Frontage	257' Main Street; 110' Buschman Street
Flood Info	Portion of the property located in a flood zone

Gross Land Size	0.346 Acres or 15,092 SF
Useable Land Size	0.263Acres or 11,442 SF , 75.81%
Unusable Land Size	0.083 Acres or 3,650 SF , 24.19%
Front Footage	257' Main Street; 110.42' Buschman Street

Indicators

Sale Price/Gross Acre	\$125,723
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Sale Price/Gross SF	\$2.88
Sale Price/Useable SF	\$3.80
Sale Price/Front Foot	\$118

Remarks

Property is located at the lighted intersection of Buschman Street and Main Street in downtown Hattiesburg. This is a corner lot containing a total of 15,092 sq. ft or 0.346 acres, according to a recent survey. Main Street fronts to the south, Buschman Street to the west, Gulf and Ship Island Railroad to the north, and Gordon Creek to the south. The easternmost lot being 3,650 sq. ft. is located in the creek bed and considered to have no value. Streets lights and sidewalks are located along Main Street. Town Square Park is located adjacent to the south of the property. The seller purchased the property in 2011 for \$35,000.

Land Sale No. 2



Property Identification

Address North 40th Avenue and Montague Boulevard, Hattiesburg,
Forrest County, Mississippi 39401

Location Lots 1-6, Block 21, Pinecrest Second Survey/Addition

Tax ID 2-028L-07-101.00

Longitude, Latitude W-89.347255, N31.328418

Sale Data

Grantor Dinesh Patel

Grantee DDHattiesburg, LLC

Sale Date January 14, 2016

Property Rights Fee Simple

Conditions of Sale Arm's Length

Financing Cash

Verification Confirmed with Ken West (Broker) by Zac Fairley; January 25,
2016

Sale Price \$350,000

Land Data

Zoning B-3; Community Business

Topography Open; Slightly sloping

Utilities Elec., Water, Sewer

Dimensions 320' x 150'

Shape Rectangular

Flood Info Not located in designated flood zone

User 5 Map No. 28035C0103D; 3/2/2010

Land Size Information

Gross Land Size 1.100 Acres or 47,916 SF

Front Footage 320 ft Total Frontage: 320 ft Montague Boulevard; 150 ft North 40th Avenue; 150 ft North 40th Avenue;

Indicators

Sale Price/Gross Acre \$318,182

Sale Price/Gross SF \$7.30

Remarks

Property is a 1.10 acre parcel located one block east of Interstate 59 and two blocks north of Hardy Street. The site is bordered by North 40th Avenue to the west, Montague Boulevard to the north, North 39th Avenue to the east, and a vacated alley to the south. This is an open grassy site with a gradual downward slope toward North 40th Avenue. The site has 320' frontage along Montague Blvd. to the north, 150' along North 40th Avenue and North 39th Avenue. The selling agent stated the property was recently rezoned B-3 and a restaurant is to be constructed on the site.

Land Sale No. 3



Property Identification

Property Type	Commercial Land
Address	100 Red Street, Hattiesburg, Forrest County, Mississippi 39401
Tax ID	38442

Sale Data

Grantor	Stephen R. Ward
Grantee	DG Hattiesburg
Sale Date	July 21, 2016
Deed Book/Page	1233-414
Property Rights	Fee Simple
Conditions of Sale	Normal arm's length
Verification	Confirmed with Seller

Sale Price	\$315,000
------------	-----------

Land Data

Zoning	B-3; General Commercial
Topography	Flat, level site
Utilities	All city services
Shape	Irregular
Flood Info	No flood

Land Size Information

Gross Land Size	1.240 Acres or 54,014 SF
Front Footage	147 ft Main Street; 232 ft Red Street;

Indicators

Sale Price/Gross Acre	\$254,032
Sale Price/Gross SF	\$5.83

Remarks

Dollar General site on North Main street in Hattiesburg. The site had an old metal shop on the property that was torn down by the buyers (Dollar General). The site is a corner site fronting on Red Street and Main Street in downtown Hattiesburg.

Parcel No.	2-029N-09-029.00	Project	Dynamic Message Sign Project
Appraisal Report			

Sales Comparison Approach – (Land) – Before Value

☐ Complete Take

☒ Partial Take

Sq. Ft.

Item	Subject	Comp Sale #	1	Comp Sale #	2	Comp Sale #	3
Proximity to Subject		1.5 miles E		2.5 miles NW		2.5 miles NE	
Sales Price			\$43,500		\$350,000		\$315,000
Price Per Unit (Sq. Ft.)			\$2.88		\$7.30		\$5.83
	Description	Description	+/- Adj.	Description	+/- Adj.	Description	+/- Adj.
Property Rights Conveyed	Fee, Ease,	Fee		Fee		Fee	
Adjusted Price			\$2.88		\$7.30		\$5.83
Financing	Typical	Typical		Typical		Typical	
Adjusted Price			\$2.88		\$7.30		\$5.83
Condition of Sale	Arms-Length	Arms-Length		Arms-Length		Arms-Length	
Adjusted Price			\$2.88		\$7.30		\$5.83
Market Conditions	Date of Sale	11/18/20		1/14/16	(\$0.73)	7/21/16	(\$0.58)
Adjusted Price			\$2.88		\$6.57		\$5.25
Location	990 Hardy Street	Main/Buschman	\$0.72	N. 40/Montague		Main/Red St	\$1.31
Size (Sq. Ft.)	34,560.000	15,092.000		47,916.000		54,014.000	
Frontage	192	Similar		Similar		Similar	
Topography	Level	Inferior	\$0.92	Similar		Similar	
Zoning	B-3	B-3		B-3		B-3	
Net Adjustment		(+/-)	\$1.64	(+/-)	(\$0.73)	(+/-)	\$0.73
		Net %	56.90%	Net %	-9.99%	Net %	12.52%
		Gross %	56.90%	Gross %	9.99%	Gross %	32.41%
Adjusted Sales Price			\$4.52		\$6.57		\$6.56

Adopted Unit Value, Before (Land Only): \$6.00

Size	Unit of Measure	Rate		
34560.000	Sq. Ft. @	\$6.00	#VALUE!	\$207,360
Add (site improvements, etc.):				\$0
Total Before Value (Land Only):				\$207,360
r/o				\$207,360

Parcel No. 2-029N-09-029.00

Project

Dynamic Message Sign Project

Appraisal Report

Sales Comparison Approach – (Land) – After Value

Sales Comparison Approach (Land) - After Value

☐ Complete Take

☒ Partial Take

Sq. Ft. ▼

Item	Subject	Comp Sale #		Comp Sale #		Comp Sale #	
Proximity to Subject							
Sales Price							
Price Per Unit (Sq. Ft.)			#DIV/0!		#DIV/0!		#DIV/0!
	Description	Description	+/- Adj.	Description	+/- Adj.	Description	+/- Adj.
Property Rights Conveyed	Fee, Ease,						
Adjusted Price			#DIV/0!		#DIV/0!		#DIV/0!
Financing	Typical						
Adjusted Price			#DIV/0!		#DIV/0!		#DIV/0!
Condition of Sale	Arms-Length						
Adjusted Price			#DIV/0!		#DIV/0!		#DIV/0!
Market Conditions	Date of Sale						
Adjusted Price			#DIV/0!		#DIV/0!		#DIV/0!
Location							
Size (Sq. Ft.)							
Topography							
Utilities							
Other							
Net Adjustment		(+/-)	\$0.00	(+/-)	\$0.00	(+/-)	\$0.00
		Net %		Net %		Net %	
		Gross %	#DIV/0!	Gross %	#DIV/0!	Gross %	#DIV/0!
Adjusted Sales Price			#DIV/0!		#DIV/0!		#DIV/0!

SAME AS PREVIOUS

Adopted Unit Value, After (Land Only): \$6.00

Size	Unit of Measure	Rate	
34,276	Sq. Ft. @	\$6.00	\$205,656
Less Cost to Cure - (See Attached):			\$0
Less Easements (See Attached):			\$0
Less Other (See Attached):			\$0
Total After Value (Land Only):			\$205,656
			r/o \$205,655
Difference in Before and After:			\$1,705.00

Parcel No. 2-029N-09-029.00

Project

Dynamic Message Sign Project

Appraisal Report

Explanation Of Adjustment-(Land)

(Before and After)

Before Value – Land Adjustments

Property Rights Conveyed: The property rights in all comparables are fee simple. This is typical of the area and no adjustments were necessary.

Financing: The financing of these sales are considered typical for this market. There is no adjustment for the differences in cash transactions, as compared to mortgage financing. The financial arrangements associated with the acquisition of the comparable data did not affect the prices paid. No adjustment of the cash equivalence was required.

Conditions of Sale: The conditions of sale for all comparables are considered arm's length.

Market Conditions: Sale 2 and 3 occurred prior to the COVID-19 pandemic during superior market conditions. A downward adjustment was made for this reason.

Location: The subject is located along the south side of Hardy Street between South 10th Avenue and Pinehurst Street. The subject segment of Hardy Street being east of Highway 49 is built-out with minimal tracts of vacant land. New commercial development has transitioned towards west Hattiesburg along Highway 98. Positive location adjustments were applied to Sales 1 and 3. Sale 2 is located two blocks north of Hardy Street at the corner of North 40th Avenue and Montague Blvd. This area has experience increased demand for hotel development. This was considered to offset the off Hardy Street location.

Size: All of the sales were considered similar in size and no adjustments were applied.

Topography: The topo of the subject open and level at grade of Hardy Street. Sale 1 had a portion of the site located in a creek bed and was considered inferior in topography requiring a positive adjustment.

Access: The subject has good access located from Hardy Street. All of the sales have similar access and no adjustments for access are required.

Utilities: Similar utilities were available and no adjustments were made.

Zoning: The property is zoned B-3; Community Business. All of the sales have similar zoning and no adjustment was applied.

Before Value - Reconciliation of Land Sales

The sales used were all commercial land sales that are located in the general area.

The comparable sales had adjusted sales price from \$4.52 to \$6.57 per square foot. Sales 1 and 3 are located east of the subject along Main Street. These sales have inferior traffic exposure and positive adjustments were applied for location. Sale 2 is located two blocks north of Hardy Street at the corner of North 40th Avenue and Montague Blvd. This area has experience increased demand for hotel development. This was considered to offset the off Hardy Street location. After analyzing the above sales, it is our opinion the subject site would have a before value of \$6.00 per square foot for the land only value.

This results in a before land value of 34,560 square feet x \$6.00/sf = \$207,360

Explanation Of Adjustment-(Land)

(Before and After)

After Value – Land Adjustments

Property Rights Conveyed: No different adjustments necessary.

Financing: No different adjustments necessary

Conditions of Sale: No different adjustments necessary

Market Conditions: Same as before

Location: Same as before

Size: No different adjustments necessary

Topography: No different adjustments necessary

Utilities: No different adjustments necessary

Other: No different adjustments necessary

Explanations of damages (if any): None.

After Value - Reconciliation of Land Sales

All of the same adjustments made in the before were applied in the after condition. We considered the same sales in the after condition and adopted an after value of \$6.00/sf in the after condition. This results in an after land value for the property of 34,276 sq. ft. x \$6.00/sf= \$205,656, rounded to \$205,655.

After Land Value – 34,276 sq. ft. x \$6.00/sf = \$205,656, rounded to \$205,655

Final Reconciliation of Value

	Before	After	Difference
Sales Comparison Approach	\$207,360	\$205,655	\$1,705
Cost Approach	N/A	N/A	N/A
Income Approach	N/A	N/A	N/A

Reconciliation	<i>Explain the appropriateness of the approaches, the accuracy of the data and calculations, and the quantity and quality of the data presented relative to the scope of the assignment and the specific appraisal problem.</i>
We have valued the subject property using the Sales Comparison Approach. The Income and Cost Approach did not apply due to the value of the site as vacant, and the lack of similar ground leases or income data. Our comparable sales were adjusted for differences thought to offer good support. Our overall before value also falls within the adjusted per square foot range of the land sales and offers good support. For the after value, we used the same sales and adopted the same land values as in the before condition. In the allocation of just compensation, we have considered all interests in the property. The before land value was determined to be \$207,360. The proposed acquisition area contains +/-284 square feet. The total after land value equals \$205,655.	

The difference between the Fair Market Value of the whole tract and the remainder is **\$1,705** as of March 6th, 2021, and is our opinion of just compensation, for the acquisition of the real property rights described in this appraisal report.

Recommended Distribution of Final Value Estimate

For Accounting and Acquisition Purposes Only

(To Be Completed After Appraisal Made)

Acre(s) ▼

Fee/Leased Fee Interest

Parcel	Acq. Area		HBU	Land	Improvements		Damages		Total
					Item	Value	Item	Value	
PPIN No. 13242	284	SF	Comm.	\$1,705					\$1,705
									\$0
									\$0
									\$0
									\$0
Totals	1156	SF		\$1,705		\$0		\$0	\$1,705

Easements (Permanent / Temporary)

Parcel	Acq. Area		HBU	Land	Improvements		Damages		Total
					Item	Value	Item	Value	
									\$0
									\$0
									\$0
									\$0
									\$0
Totals	0.000			\$0		\$0		\$0	\$0

Quit-Claim Interest / Leasehold

Parcel	Acq. Area		HBU	Land	Improvements		Damages		Total
					Item	Value	Item	Value	
									\$0
									\$0
									\$0
									\$0
									\$0
Totals	1156	SF		\$0		\$0		\$0	\$0

Total of all Interests \$1,705

Parcel No. 2-029N-09-029.00

Project

Dynamic Message Sign

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Addenda

Terms and Definitions

Agency- the Federal Agency, State, State Agency, or person that acquires real property or displaces a person.

Appraisal- *USPAP 2018-2019*, pg. 3 defines an appraisal as the act or process of developing an opinion of value; an opinion of value.

Uneconomic Remnant- a parcel of real property in which the owner is left with an interest after the partial acquisition of the owner's property, and which the Agency has determined has little or no value or utility to the owner.

Total Ownership- the total amount of contiguous property, under the ownership of a single legal entity, as indicated by the map provided to the appraiser by the MDOT for an appraisal assignment.

Whole Tract- that amount of property, within the "Total Ownership", as determined by the appraiser, to be affected by the acquisition. The *whole tract* is defined by the appraiser and may be determined to be the same as the total ownership, or some defined area that is less than the "Total Ownership".

Larger Parcel⁻²- that tract, or tracts, of land which possess a unity of ownership and have the same, or an integrated, highest and best use. Elements of consideration by the appraiser in making a determination in this regard are contiguity, or proximity, as it bears on the highest and best use of the property, unity of ownership, and unity of highest and best use. Mississippi Case Law recognizes this concept but refers to it by use of the phrases "Highest and Best Use areas" or "Highest and Best Uses" ³ Designation of the Larger Parcel, for appraisals performed in connection with the disposal of excess property, may require the adoption of a hypothetical condition regarding "unity of ownership".

Excess Property - "(2)...whenever real property, with the exception of easements for highway purposes, has been acquired by the Mississippi Transportation Commission, in any manner, for public use and in the opinion of the commission all or any part thereof becomes unnecessary for public use, the same shall be declared on the minutes of the commission as excess property and sold at private sale at market value."⁴

Disposal as used in the appraisal of excess property, "means the sale of real property rights therein, including access or air rights, when no longer needed for highway right-of-way or other uses eligible for funding under title 23 of the [U.S.] Code"⁵

Fair Market Value - Fair Market Value is value in exchange. It is "the most probable price, as of a specified date, in cash, or in terms equivalent to cash, or in other precisely revealed terms, for which the specified property rights should sell after reasonable exposure in competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self-interest, and assuming that neither is under undue duress".⁶

Effective Date – The date on which the appraisal or review opinion applies. Source: Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th Edition, s.v. "effective date." (Chicago: Appraisal Institute, 2015), PDF e-book

Date of the Report – The date on which the report is transmitted to the client. Source: Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th Edition, s.v. "date of the report". (Chicago: Appraisal Institute, 2015), PDF e-book.

² The Uniform Appraisal Standards for Federal Land Acquisitions, Interagency Land Acquisition Conference, Published by the Appraisal Institute with the cooperation of the U.S. Department of Justice, Washington, D.C. 2000,

³ *Oughton v. Gaddis*, 683 So.2d 390 (Miss. 1996)

⁴ Mississippi Code of 1972, Annotated, § 65-1-123

⁵ United States Code, 23 CFR 710.105

⁶ *Potters II v. State Highway Comm'n of Mississippi*, 608 So. 2d 1227, 1231 (Miss. 1992).

Highest and Best Use- The best or most valuable use to which the property, [.....], is adapted. Mere speculative uses cannot be considered. There must be some probability that the land would be used within a reasonable time for the particular use to which it is adapted. There must be a present demand for the land for such purpose or a reasonable expectation of such demand in the near future.⁷

Before and After Rule [Mississippi]- When part of a larger tract of land is taken for public use, the owner should be awarded the difference between the fair market value of the whole tract immediately before the taking, and the fair market value of that remain[ing] immediately after the taking, without considering general benefits or injuries resulting from the use to which the land taken is to be put, that are shared by the general public.⁸ Any decrease or increase in the fair market value of real property prior to the date of valuation caused by the public improvement for which such property is acquired or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner, will be disregarded in determining the compensation for the property.⁹

Before Value- The fair market value of the whole tract immediately before the taking.¹⁰

After Value- The fair market value of that remain[ing] immediately after the taking, without considering general benefits or injuries resulting from the use to which the land taken is to be put, that are shared by the general public.

Due Compensation¹¹- Just Compensation¹² the value of the land taken and the damages, if any, which result... as a consequence of the taking, without considering either general benefits or injuries resulting from the use to which the land taken is to be put, shared by the general public.¹³

Damages to Remainder- *[In the context of valuation under the Before and After Rule, it is]* the depreciation in the fair market value of the remaining area, ...that is special, and not such as is common to all the property in the neighborhood.¹⁴ In determining damages, if any, to the remainder if less than the whole of a defendant's interest in property is taken, nothing shall be deducted there from on account of the supposed benefits incident to the public use for which the petitioner seeks to acquire the property.¹⁵

Cost-to-Cure Damages [the cost or costs associated with] the necessity of rebuilding fences and wells, the necessity of relocating roads, and other similar items. [Such] items are all part of the depreciated value of the property, since the landowner is required to do this construction in order to use the property in the manner in which it has been used or for which it is best adapted.¹⁶

Extraordinary Assumption –2018-2018 USPAP, pg. 4, defines extraordinary assumption as an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which if found to be false, could alter the appraiser's opinions or conclusions. Uncertain information might include physical, legal, or economic characteristic of the subject property; or conditions external to the property, such as market conditions or trends, or the integrity of data used in an analysis.

Hypothetical Condition – 2018-2019 USPAP, pg. 4, defines hypothetical condition as “a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for purpose of analysis.” Hypothetical conditions are contrary to known facts about physical, legal, or economic characteristic of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis.

⁷ MSHC v. Brooks, 123 So.2d 423, 427 (1960); MSHC v. Wagley, 231 So.2d 507 (1970);

⁸ Potters II v. MSHC, 608 So. 2d 1227 (Miss. 1992); MSHC v. Hillman, 189 Miss. 850, 198 So. 565 (1940)

⁹ Mississippi Code of 1972, Annotated, Section 43-37-3

¹⁰ Potters II v. MSHC, 608 So. 2d 1227 (Miss. 1992); MSHC v. Hillman, 189 Miss. 850, 198 So. 565 (1940)

¹¹ Constitution of Mississippi, Article 3, § 17

¹² Mississippi Code of 1972, Annotated, Section 43-37-3

¹³ MSHC v. Hillman, 198 So. 565;

¹⁴ MSHC v. Colonial Inn, Inc. 149 So.2d 851;

¹⁵ Mississippi Code of 1972, Annotated, Section 11-27-21;

¹⁶ Emerson v. MSHC, 208 So.2d 441

Intended User – USPAP 2018-2019, pg. 5 defines intended user as the client and any other party as identified, by name or type, as users of the appraisal or appraisal review report by the appraiser based on communication with the client at the time of the assignment.

Intended Use – USPAP 2018-2019, pg. 5 defines intended use as the use(s) of an appraiser's reported appraisal or appraisal review assignment results, as identified by the appraiser based on communication with the client at the time of the assignment.

Jurisdictional Exception – USPAP 2018-2019, pg. 5 as an assignment condition established by applicable law or regulation, which precludes an appraiser from complying with a part of USPAP.

Supplemental Standards – requirements issued by government agencies, government sponsored enterprises, or other entities that establish public policy which add to the purpose, intent and content of the requirements of USPAP, that have a material effect on the development and reporting of assignment results.

Plottage - the increment of value created when two or more sites are combined to produce greater utility. See also assemblage.

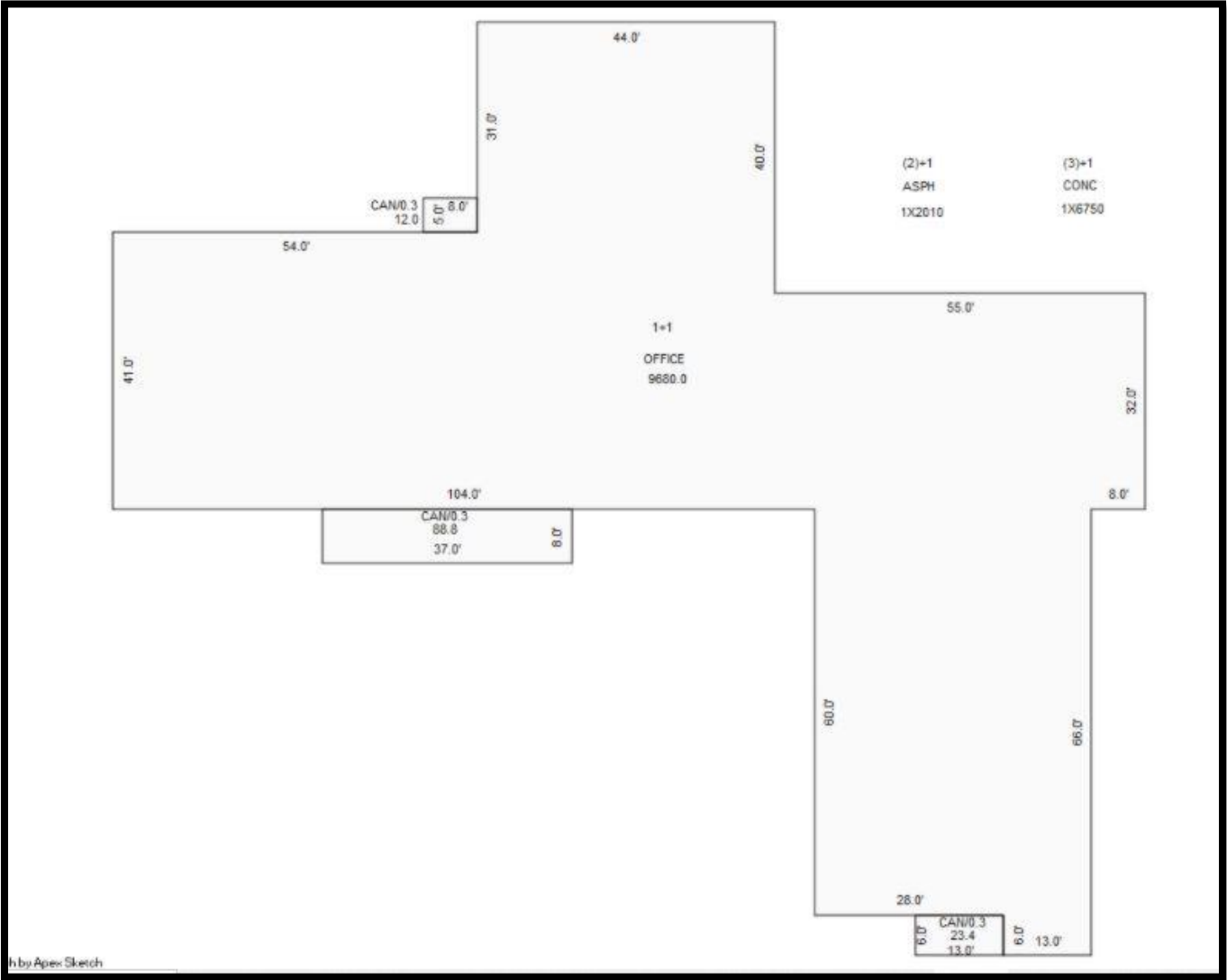
Assemblage - the combining of two or more parcels, usually but not necessarily contiguous, into one ownership or use; the process that creates plottage value. (USPAP, 2002 ed.) See also plottage.

Assemblage Cost - the excess cost incurred to acquire individual adjacent parcels of real estate in a single ownership beyond the estimated cost of acquiring similar sites that do not form a specifically desired assemblage.

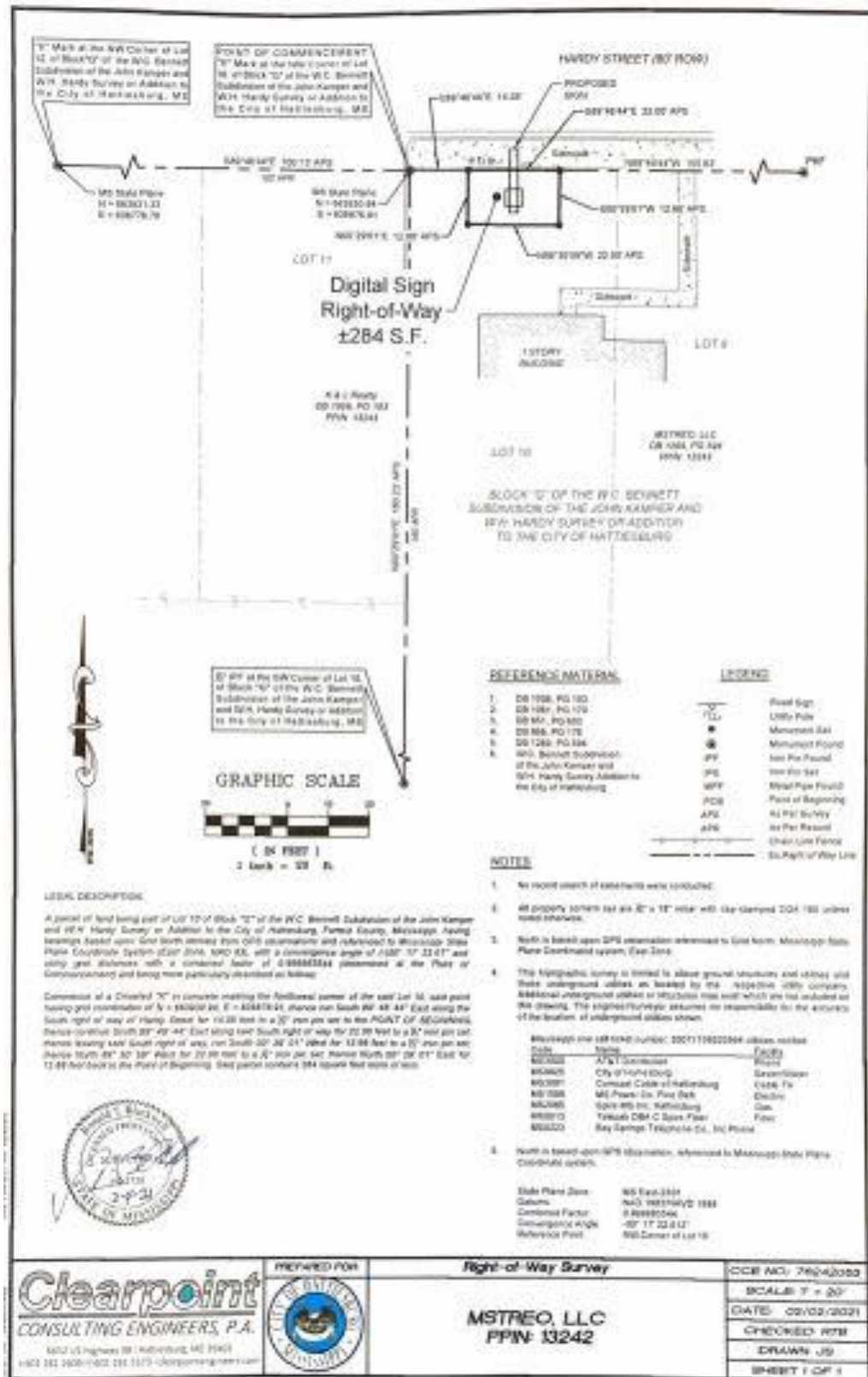
Scope of Work – “the Scope of Work is a written set of expectations that form an agreement or understanding between the appraiser and the agency as to the specific requirements of the appraisal, resulting in a report to be delivered to the agency by the appraiser. It includes identification of the intended use and intended user; definition of fair market value; statement of assumptions and limiting conditions; and certifications the type and extent of research and analyses in an assignment. Either the appraiser or the agency may recommend modifications to the initial Scope of Work, but both parties must approve changes.”¹⁷

¹⁷ Federal Highway Administration, Guide For Preparing An Appraisal Scope of Work, October, 2005

Sketch of Property¹⁸



Acquisition Map



Legal Description of Acquisition Area

LEGAL DESCRIPTION:

A parcel of land being part of Lot 10 of Block "G" of the W.C. Bennett Subdivision of the John Kamper and W.H. Hardy Survey or Addition to the City of Hattiesburg, Forrest County, Mississippi, having bearings based upon Grid North derived from GPS observations and referenced to Mississippi State Plane Coordinate System (East Zone, NAD 83), with a convergence angle of (-)00° 17' 22.01" and using grid distances with a combined factor of 0.999983544 (determined at the Point of Commencement) and being more particularly described as follows:

Commence at a Chiseled "X" in concrete marking the Northwest corner of the said Lot 10, said point having grid coordinates of N = 663930.94, E = 836876.91, thence run South 89° 46' 44" East along the South right of way of Hardy Street for 14.05 feet to a 1/2" iron pin set to the POINT OF BEGINNING, thence continue South 89° 46' 44" East along said South right of way for 22.00 feet to a 1/2" iron pin set, thence leaving said South right of way, run South 00° 29' 01" West for 12.98 feet to a 1/2" iron pin set, thence North 89° 30' 59" West for 22.00 feet to a 1/2" iron pin set; thence North 00° 29' 01" East for 12.88 feet back to the Point of Beginning. Said parcel contains 284 square feet more or less.

RICHARD & THOMAS

Attorneys at Law

Stephen K. Thomas

132 Westover Drive
Hattiesburg, MS 39402
(601)602-2457 phone
(601)602-2458 fax

Ray J. Richard, of counsel

December 16, 2020

City of Hattiesburg
Attn: Lamar Rutland

Re: MSTREO, LLC – 990 Hardy Street Hattiesburg, MS 39401

All of Lot 7, except 8 feet off the East side thereof, and all of Lots 8, 9, and 10 of the W.C. Bennett Addition to the City of Hattiesburg, Forrest County, Mississippi, being a re-subdivision of a part of Block G of the John Kamper Survey, and also a re-subdivision of Lots 1-6 inclusive of the Hardy Subdivision of Blocks F and Ge of the Kamper Survey in the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 9, Township 4 North, Range 13 West, in the City of Hattiesburg, Forrest County, Mississippi, said property being also described as the West 42 feet of Lot 7 and all of Lots 8, 9, and 10 in the W.C. Bennet Addition to the City of Hattiesburg, Forrest County, Mississippi.

Pursuant to your request, I have examined the land records on file in the office of the Chancery Clerk of Forrest County, Mississippi, relating to the above described real property for a period back of thirty-one years prior to this date, and find sufficient evidence that the above described property was conveyed by Quitclaim Deed to **MSTREO, LLC**, dated December 20, 2017, and recorded in Land Deed Book 1269 at Page 594, in the office of the Chancery Clerk of Forrest County, Mississippi. Based upon my examination for the aforesaid period and with the presumption that prior conveyances in chain of title are legal and valid, it is my opinion that the said MSTREO, LLC, owns a fee simple, merchantable title to above described real property subject to the following liens, encumbrances and reservations;

RESERVATIONS

1. This opinion does not cover the oil, gas or other minerals lying on or under said property and no opinion is given thereon.
2. As no current survey is present, I do not certify as to the actual occupancy, nor to matters which should be revealed by an accurate survey of subject lands, nor do I certify rights of parties in possession, deficiency in the quantity of lands, boundary line disputes, roadways, unrecorded servitudes or easements, any matters not of proper record which would be disclosed by a true and accurate survey and inspection of the property, and easements or other uses of subject lands not so visible from the surface.

20-12-1325

3. Title is subject to any liability or loss due to environmental contamination by past uses of the property as a toxic hazardous waste site, or due to violation of any environmental protection law of any governmental body.
4. Title is subject to instruments of record being properly filed and indexed in the office of the Chancery Clerk where the property is located.
5. This is not a guarantee of title and is not an insurance policy on said property, and this opinion is for the use and benefit of only the party or parties to whom it is addressed and may not be availed of or relied upon by any other person(s) or entity.
6. Title is subject to Resolution 2019-209 of the Mayor and City Council of the City of Hattiesburg, Mississippi, dated June 18, 2009, recorded in Book 1318 at Page 575, and assessing MMM Properties, LLC, to pay \$2,916.70 for cleanup of the property.
7. Title is subject to confirmation of tax deed title by virtue of Tax Deed dated November 27, 2017, and recorded in Book 1267 at Page 63, in favor of TTLBL, LLC.
8. Title is subject to the interest of MMM Properties, LLC.

ENCUMBRANCES

Deed of Trust executed by MMM Properties, LLC, to Louis W, Delahaye, as Trustee for Citizens Bank and Trust Company, Beneficiary, dated April 25, 2014, and recorded in Book 1972 at Page 62, securing \$273,120.00; said Deed of Trust being a modification to Deed of Trust dated April 16, 2009, and recorded in Book 1693 at Page 563.

TAXES

Taxes assessed by Forrest County, Mississippi for 2020 are due and owing, and would constitute a lien against said property if not paid by January 31, 2021.

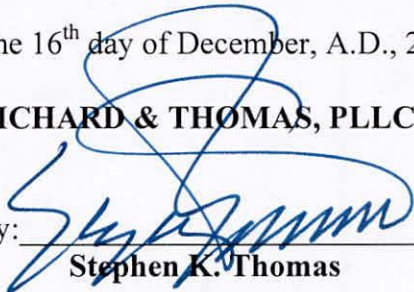
2019 Forrest County ad valorem taxes for Parcel No. 2-029N-09-029.00, PPIN 13242, are **paid** in the amount of \$13,661.97.

JUDGMENTS

This opinion reflects only those judgments recorded on the Judgment Rolls in the office of the Circuit Clerk of Forrest County, Mississippi. As of this date, no such judgments appear.

This Opinion is certified through this, the 16th day of December, A.D., 2020.

RICHARD & THOMAS, PLLC

By: 

Stephen K. Thomas



DEED

Bk:1269 Page:594-597
RCD: 01/18/2018 @11:24:18:AM
FORREST COUNTY, MS
JIMMY C. HAVARD CHANCERY CLERK

PREPARED BY AND AFTER RECORDING RETURN TO
T MITCHELL KALOM, ESQ., KALOM LAW FIRM, PLLC
Post Office Box 6222, Diamondhead, Mississippi 39525
Phone: (228) 436-4444 * Email: tmk@KalomLaw.com

**STATE OF MISSISSIPPI
COUNTY OF FORREST**

INDEXING: W 42FT OF 7 & ALL 8-9-10 BLK G BENNETT W C SUB HARDY S/T/R: 09-04N-13W

QUITCLAIM DEED AND ASSIGNMENT

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency all of which is hereby acknowledged, the undersigned:

GRANTOR: **TTLBL, LLC**
4747 Executive Drive, Ste. 510
San Diego, CA 92121
(858) 200-3832

Does hereby forever transfer, grant, bargain, sell, convey, assign and quitclaim unto

GRANTEE: **MSTREO, LLC**
4747 Executive Drive, Ste. 510
San Diego, CA 92121
(858) 200-3832

Any and all right, title, estate, interest or claim, of any kind or character, that Grantor may hold in and to the following described lands and property, together with all improvements thereon and appurtenances thereto, situated in the County of Forrest, City of Hattiesburg, State of Mississippi, generally known as **990 Hardy St.**, being more particularly described as follows:

[See Exhibit "A" - LEGAL DESCRIPTION]

The purpose of this conveyance is to quitclaim "as is," "where is" any right, title, estate or interest that Grantor may claim or hold in or to the Subject Property by virtue of Grantor's tax sale purchase of the delinquent 2014 ad valorem taxes on the Subject Property (the "Tax Sale" or "2014 Tax Sale"), and the Clerk's subsequent tax deed conveyance of the Subject Property to Grantor (the "Tax Deed"), a true and correct copy of which is attached hereto and incorporated herein by reference as **Exhibit "B"**. In addition, and for the same consideration, Grantor does fully, forever and without reservation or condition sell, bargain, convey, transfer and assign to Grantee any and all interests and rights to, in Grantee's sole and absolute discretion, defend against, assert and/or maintain any claim, action, defense, counter-claim, cross-claim, third-party claim, appeal and/or pursue, secure and/or execute on any judgment or recover relief of any kind or character including, but not limited to, overbid, purchase or redemption of subsequent taxes or assessments, property maintenance and upkeep, insurance, filing or recording fees, attorney fees and expenses and costs of court and statutory and/or other interest thereon, as well as any other costs, expenses or damages arising out of, touching or concerning, without limitation, Grantor's 2014 Tax Sale and Tax Deed.

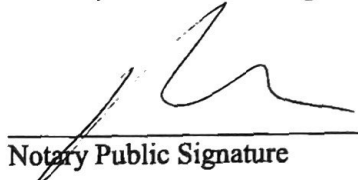
WITNESS MY SIGNATURE on this the 20th day of December 2017.

BY: TTLBL, LLC

By: John Lemkey, Its Manager

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

Personally, appeared before me, the undersigned authority in and for the aforesaid County and State, on this 20th day Dec, 2017, within my jurisdiction, the within named **JOHN LEMKEY** who acknowledged that he is the Manager of **TTLBL, LLC**, a Delaware Limited Liability Company, in good standing, and that for and on behalf of said company, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said company so to do.



Notary Public Signature

(AFFIX NOTARY SEAL)

11/7/2020
My Commission Expires

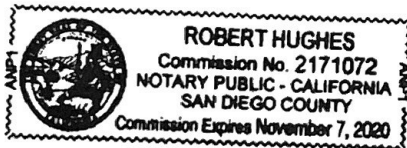


EXHIBIT "A"
LEGAL DESCRIPTION & TAX DEED

The Subject Property, located in Forrest County, City of Hattiesburg, State of Mississippi, is generally known as **990 Hardy St.**, and being more particularly described as follows (collectively, the "Subject Property"), to-wit:

SITUATED IN S/T/R: 09-04N-13W, W 42FT OF 7 & ALL 8-9-10; BLK G BENNETT W C SUB HARDY B552 P28 3/85, B678 P046 8/16/92, B690 P312 5/93, B1061 P170; REFERENCED AS COUNTY TAX PARCEL #2-029N-09-029.00; PREV. #H0056-01-007; PPIN 13242; TAX SALE RECEIPT 12179; AND AS ALSO DESCRIBED IN THAT CERTAIN TAX DEED TO TTLBL, LLC FILED AND RECORDED IN THE COUNTY'S OFFICIAL LAND RECORDS ON 11/27/2017 @ 2:42:27:PM IN DB: 1267 PG: 63-56; INCLUDING AND ENCOMPASSING ALL LANDS, BUILDINGS AND IMPROVEMENTS THEREON ALONG WITH ALL UTILITIES, PUBLIC RIGHTS-OF-WAY, STREETS AND EASEMENTS APPERTAINING THERETO AND TO THE EXTENT NOT PREVIOUSLY RESERVED, ALONG WITH ANY AND ALL SUB-SURFACE, SURFACE, AIR RIGHTS AND TIMBER RIGHTS AS WELL AS TO ANY AND ALL MINERALS LYING ON OR UNDER SAID PROPERTY INCLUDING, WITHOUT LIMITANS, OIL, GAS, SAND OR GRAVEL; IN ADDITION TO ANY AND ALL RIGHTS OR CLAIMS RELATING TO OR ARISING OUT OF RIPARIAN DRAINAGE, ACCRETION, OR LITTORAL RIGHTS APPERTAINING THERETO.

SUBJECT TO PRIOR VALID (I) RESERVATIONS AND CONVEYANCES OF MINERAL RIGHTS LYING ON OR UNDER SAID PROPERTY; AND (II) EASEMENTS AND RIGHTS OF WAY FOR PUBLIC ROADS AND PUBLIC UTILITIES AS PRESENTLY LAID OUT, CONSTRUCTED OR IN USE.



DEED

Blk:1267 Page:53-56

RCD: 11/27/2017 @ 2:42:27 PM

FORREST COUNTY, MS

JIMMY C. HAVARD CHANCERY CLERK

Prepared By:	Indexing Instructions:	Return To:
Jimmy C. Havard, Chancery Clerk	Lts 8-10 & Pt Lt 7 Blk G	Kalom Law Firm
Post Office Box 951	W C Bennett Sub of	Po Box 6222
Hattiesburg, MS 39403	Hardy	Diamondhead, MS 39525
TAX DEED		Section 3273. Code 1930

THE STATE OF MISSISSIPPI, FORREST COUNTY

Be it known, that Delbert W. Dearman, Tax Collector of said County of Forrest,
did on the 31st day of August A.D., 2015, according to law, sell the following land,
situated in said County and assessed to MMM Properties LLC to wit:

Receipt # 12179 Parcel 2-029N-09-029.00 PPIN# 13242
W 42FT OF 7 & ALL 8-9-10 BLK G W C BENNETT SUB OF HARDY SUB 552 P28
3/85 B678 P046 8/16/92 B690 P312 5/93
Prev#:H0056-01-007 STR 9-04N-13W

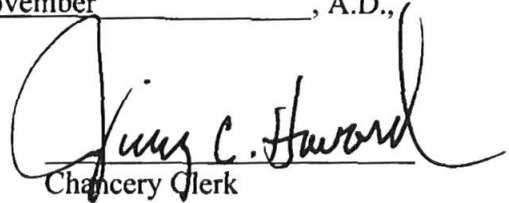
for the taxes assessed for the year A. D., 2014, when T T L B L, LLC
became the best bidder therefore, at and for the sum of \$12300 dollars and 00 cents; and
the same not having been redeemed, I ,

Jimmy C. Havard, Chancery Clerk of Forrest County
Post Office Box 951
Hattiesburg, MS 39403
(601) 545-6014

therefore sell and convey said land to the said

T T L B L, LLC
4747 Executive Dr ste 510
San Diego, CA 92121
(228) 285-0062

Given under my hand, the 27th day of November, A.D.,
2017.


Chancery Clerk

State of Mississippi
County of Forrest

Personally appeared before me the undersigned authority in and for said County
and State, Jimmy C. Havard, Chancery Clerk, who acknowledged that he signed and
delivered the above and foregoing instrument on the day and year therein mentioned and
for the purpose therein expressed.

Given under my hand and official seal this the 27th day of November
A.D., 2017.

My Commission Expires:

7-12-2020




Notary Public

Affidavit

IN RE:

NAME

PARCEL#

PPIN#

RECEIPT#

I CERTIFY THAT I HAVE MADE A DILIGENT EFFORT TO LOCATE THE ABOVE NAMED PERSON(S) WHOSE PROPERTY IS INVOLVED

IN THE FOLLOWING MANNER:

LAND ROLL:

PHONE DIRECTORY:

TAX COLLECTOR RECORDS:

INTERNET:

CHANCERY CLERK RECORDS:

CIRCUIT CLERK RECORDS:

OTHER NOTES:



(seal)

Jimmy C. Havard, Chancery Clerk

By:

Deputy Clerk

Affidavit

IN RE: Citizens Bank's Trust
NAME 2-029N-0A-029.00
PARCEL# 13242 12179
PPIN# 13242 RECEIPT# 12179

I CERTIFY THAT I HAVE MADE A DILIGENT EFFORT TO LOCATE THE
ABOVE NAMED PERSON(S) WHOSE PROPERTY IS INVOLVED

IN THE FOLLOWING MANNER:

LAND ROLL: ✓
PHONE DIRECTORY: ✓
TAX COLLECTOR RECORDS: ✓
INTERNET: ✓
CHANCERY CLERK RECORDS: ✓
CIRCUIT CLERK RECORDS: ✓
OTHER NOTES: _____

Jimmy C. Havard, Chancery Clerk

By: Meagan Polk

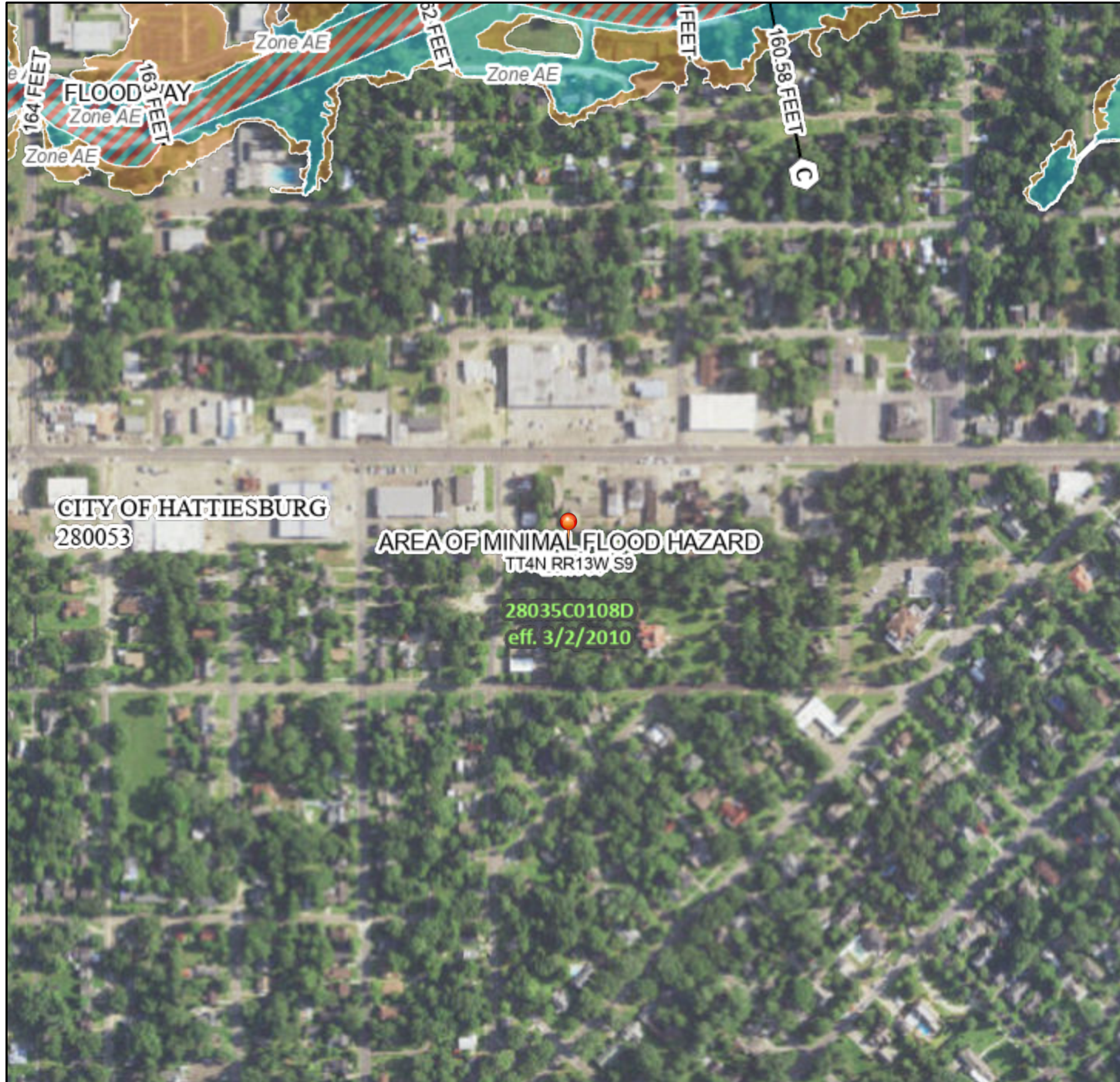
Deputy Clerk



National Flood Hazard Layer FIRMette



89°18'37"W 31°19'42"N



0 250 500 1,000 1,500 2,000 Feet 1:6,000

Basemap: USGS National Map: Orthoimagery: Data refreshed October, 2020

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS		Without Base Flood Elevation (BFE) Zone A, V, A99
		With BFE or Depth Zone AE, AO, AH, VE, AR
		Regulatory Floodway
OTHER AREAS OF FLOOD HAZARD		0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
		Future Conditions 1% Annual Chance Flood Hazard Zone X
		Area with Reduced Flood Risk due to Levee. See Notes. Zone X
		Area with Flood Risk due to Levee Zone D
OTHER AREAS		NO SCREEN Area of Minimal Flood Hazard Zone X
		Effective LOMRs
		Area of Undetermined Flood Hazard Zone D
GENERAL STRUCTURES		Channel, Culvert, or Storm Sewer
		Levee, Dike, or Floodwall
OTHER FEATURES		20.2 Cross Sections with 1% Annual Chance Water Surface Elevation
		17.5 Cross Sections with 1% Annual Chance Water Surface Elevation
		Coastal Transect
		Base Flood Elevation Line (BFE)
		Limit of Study
		Jurisdiction Boundary
OTHER FEATURES		Coastal Transect Baseline
		Profile Baseline
		Hydrographic Feature
MAP PANELS		Digital Data Available
		No Digital Data Available
		Unmapped



The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on **3/12/2021 at 2:28 PM** and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.



Property Link

FORREST COUNTY, MS

Current Date 3/ 2/2021

 Tax Year 2020
 Records Last Updated 3/ 2/2021

OWNER
 MSTREO LLC
 % MMM PROPERTIES
 728 NORTH BLVD
 BATON ROUGE LA 70802

ACRES : **NA**
LAND VALUE : 96610
IMPROVEMENTS : 296360
TOTAL VALUE: 392970
ASSESSED : 58946

PARCEL
ADDRESS
 2-029N-09-029.00
 990 HARDY STREET

TAX INFORMATION

YEAR 2020	TAX DUE	PAID	BALANCE
COUNTY	3862.73	0.00	3901.36
CITY	3131.80	0.00	3163.12
SCHOOL	3895.15	0.00	3934.10
TOTAL	10889.68	0.00	10998.58 1.00% Penalty

LAST PAYMENT DATE **NA**

MISCELLANEOUS INFORMATION

EXEMPT CODE
HOMESTEAD CODE None
TAX DISTRICT 1110
PPIN 013242
SECTION 09
TOWNSHIP 04N
RANGE 13W

LEGAL W 42FT OF 7 & ALL 8-9-10 BLK G
 BENNETT SUB HARDY 552 P28 3/85
 PREV #H0056-01-007
 B678 P046 8/16/92
 B690 P312 5/93
 BENNETT W C SUB OF HARDY SUB

Book 1269 Page 0594

[PURCHASE COUNTY TAX SALE FILES](#)
TAX SALES HISTORY, FOR UNPAID TAXES

Year	Sold To	Redeemed Date/By
2016	T T L B L LLC	6/12/2018 CITIZENS BANK
2015	T T L B L LLC	6/12/2018 CITIZENS BANK
2014	T T L B L LLC	NOT REDEEMED
2012	MS TL LLC RAI AS CUSTODIAN	8/22/2014 MMM PROPERTIES LLC



Property Appraisal Link

FORREST COUNTY, MS

Current Date 3/ 2/2021

Tax Year 2019

PARCEL 2-029G-03-609.00
PPIN 018818
OWNER NAME
OWNER ADDRESS
PROPERTY ADDRESS
PROPERTY IS VACANT (Y/N) N
FIELD WORK BY DATE: //
CLASSED BY DATE: //
REVIEWED BY H/T DATE: 5/11/2017
REALTOR CODE

APPRAISAL INQUIRY

ALT PARCEL NUMBER 234 -0444-100-006.00

SKETCH 1 [VIEW](#)

H L & C - HATTIESBURG/WEST 4TH LLC

P O BOX 1

HATTIESBURG MS39401

1001 MAIN STREET

LEGAL DESCRIPTION

1 BG INSEC N/L 4TH ST & E/L MAIN
 2 ST E107FT N 123.8FT W 17.5FT S
 3 51.48 FTW 122.15FT N 1FT NW
 4 19.66 FT TO MAIN ST S 88.5FT
 5 TO BEG BLK 100
 6 PREV #H0444-29-006
 7 675/690 S/92 708/337 3/94

Block 100 Section 03 Township 04N Range 13W

Book 1282 Page 0542 Type QCD Date 6/ 8/2018

Book 1188 Page 378 Type QCD Date 10/22/2014

Book 1187 Page 298 Type QCD Date 10/ 6/2014

Book 1186 Page 539 Type TXD Date 9/30/2014

LOT INFORMATION

LOT CODE 0444 **LOT SIZE** **LOT VALUE** 16050

CODE	FRONT FT	DEPTH	PRICE	DEPTH TABLE	DEPTH %	ADJ %	DESCRIPTION	ADJ PRICE	APPRAISED	CLASS
OVER	8.00	124	322.56	9	.93	.60		179.99	1440	1
OVER	111.00	65	322.56	9	.68	.60		131.60	14610	1

ACRE INFORMATION

ACRES TYPE **QUAL CLASS** **PRICE CODE** **UNCULTIVATED CODE** **PRICE** **ADJ %** **DESCRIPTION** **APPRAISED** **MARKET**
 *** NO ACREAGE INFO ***

QUALIFICATIONS OF ZACHARY H. FAIRLEY

Professional Designations & Affiliations

- ◆ Licensed Real Estate Appraiser in the State of Mississippi, #LA-1868
- ◆ Practicing Affiliate of the Appraisal Institute (#563759)

Related Job Experience

Zac Fairley Appraisals, LLC December 2019 – Present

Owner - Appraise all forms of real estate, including commercial, industrial, residential, multi-family, subdivision developments, rights-of-way, partial interest, and timber land properties.

Collins and Null Appraisals, Inc. April 2007- October 2019

Real Estate Appraiser - Appraise all forms of real estate, including commercial, industrial, residential, rights-of-way, partial interest and timber land. Also includes preparation of documents for court proceedings, review of peer appraisals and expert witness testimony.

Academic Background

Petal High School- Petal, MS - (2003)

High School Diploma

Jones County Junior College - (2005)

Associate of Arts Degree in Business Administration

The University of Southern Mississippi - (2012)

Bachelor of Science in Business Administration (Real Estate, Finance)

Professional Education

Appraisal Principles Course (110) - Dallas, TX	Appraisal Institute	2012
Appraisal Procedures Course (120) - Dallas, TX	Appraisal Institute	2012
Standards of Professional Practice, USPAP - Dallas, TX	Appraisal Institute	2012
Business Practices & Ethics (MAB #49249) Online	Appraisal Institute	2013
General Site Valuation and Cost Approach - Houston, TX	Appraisal Institute	2013
Residential Market Analysis and Highest & Best Use (MAB #7325)	Appraisal Institute	2014

Parcel No. 2-029N-09-029.00

Project

Dynamic Message Sign

Appraisal Report

Residential Site Valuation and Cost Approach (MAB #49132)	Appraisal Institute	2014
Residential Sales Comparison and Income Approach	Appraisal Institute	2014
Residential Report Writing and Case Studies	Appraisal Institute	2014
Condemnation Appraising: Principles & Applications (MAB #49179)	Appraisal Institute	2015
USPAP Update (2016-2017)	Appraisal Institute	2016
105 The Uniform Act - Executive Summary	MDOT	2016
General Appraiser Sales Comparison Approach (MAB#49264)	Appraisal Institute	2017
Real Estate Finance, Statistics, and Valuation Modeling (MAB#49442)	Appraisal Institute	2018
USPAP Update (2018-2019)	Appraisal Institute	2018
General Appraiser Income Approach, Part 1 (MAB#49573)	Appraisal Institute	2018
General Appraiser Income Approach, Part 2 (MAB#49342)	Appraisal Institute	2019
General Appraiser Market Analysis & Highest and Best Use (MAB#49647)	Appraisal Institute	2020
Valuation Impacts from Covid-19	Appraisal Institute	2020
General Appraiser Report Writing & Case Studies (MAB#49729)	Appraisal Institute	2020
Advanced Income Capitalization (MAB#49604)	Appraisal Institute	2020





Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, April 6, 2021

Re: Authorize acquisition of a portion of a parcel of property identified as Forrest County Parcel No. 2-029F-04-087.00 (PPIN 015553) for the Dynamic Message Sign Project; Acknowledge receipt of Appraisal Report; Determine the appraisal valuation of \$620.00 to be Just Compensation for the aforementioned portion of the parcel; Authorize Mayor to make a Fair Market Value Offer for the property of \$620.00; Authorize Mayor to execute any and all documents required to complete the transaction; Authorize issuance of a manual check in payment thereof upon closing of transaction.
File Number: 2021-306
Minute Book #

Summary

Authorize acquisition of a portion of a parcel of property identified as Forrest County Parcel No. 2-029F-04-087.00 (PPIN 015553) for the Dynamic Message Sign Project; Acknowledge receipt of Appraisal Report; Determine the appraisal valuation of \$620.00 to be Just Compensation for the aforementioned portion of the parcel; Authorize Mayor to make a Fair Market Value Offer for the property of \$620.00; Authorize Mayor to execute any and all documents required to complete the transaction; Authorize issuance of a manual check in payment thereof upon closing of transaction.

Recommendation Statement

I recommend approval of this item.

Please place this on the April 6, 2021 City Council meeting for consideration.

APPRAISAL REPORT

Parcel Number(s) 2-029F-04-087.00
Owner Lighthouse Rescue Mission, Inc.
Vacant / Occupied / Leased Occupied
County Forrest
Project Name Dynamic Message Sign Project
Effective Date of the Appraisal March 1st, 2021
Report Date March 18th, 2021
Report Requested for Original Appraisal

Prepared For



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

This Appraisal Report Was Prepared By



ZAC FAIRLEY APPRAISALS & CONSULTING

601-466-2750 ZFAPPRaiser@GMAIL.COM

Possession of this report does not carry or imply a right of use and/or publication. This real property appraisal report is the property of the City of Hattiesburg and may not be utilized or cited in whole or in part without the express written consent of an authorized agent or official of the City of Hattiesburg.

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Appraisal Report

Parcel No. 2-029F-04-087.00
Project Dynamic Message Sign Project
County Forrest
Owner(s): Lighthouse Rescue Mission, Inc. Address: 206 Europa Street
c/o Mr. Kenneth Thronson
Phone: (601)544-2169 Hattiesburg, MS 39401

Estate Appraised: ☒ Fee Area of Whole Tract 5.93 Acres
☐ Easement Area of Remaining Tract 5.92 Acres
☐ Other Area to be Acquired 301 Sq. Ft.

Within the scope of the assignment and consistent with USPAP Standard Rules 1 and 2-2, the following analyses, opinions and conclusions have been developed and are reported in this **Appraisal Report**. Within the Scope of Work which is described in more detail later in this report, it may be necessary to invoke the Jurisdictional Exception Rule of the USPAP in certain instances so as to maintain conformity with the Uniform Appraisal Standards for Federal Land Acquisitions, and compliance with certain laws of the State of Mississippi, and certain Federal Regulations promulgated pursuant to The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L. 91-646, as amended, 42 U.S.C §4601, et seq., and regulations promulgated pursuant thereto found at 49 C.F.R. Part 24.

Property Owner Contact Record

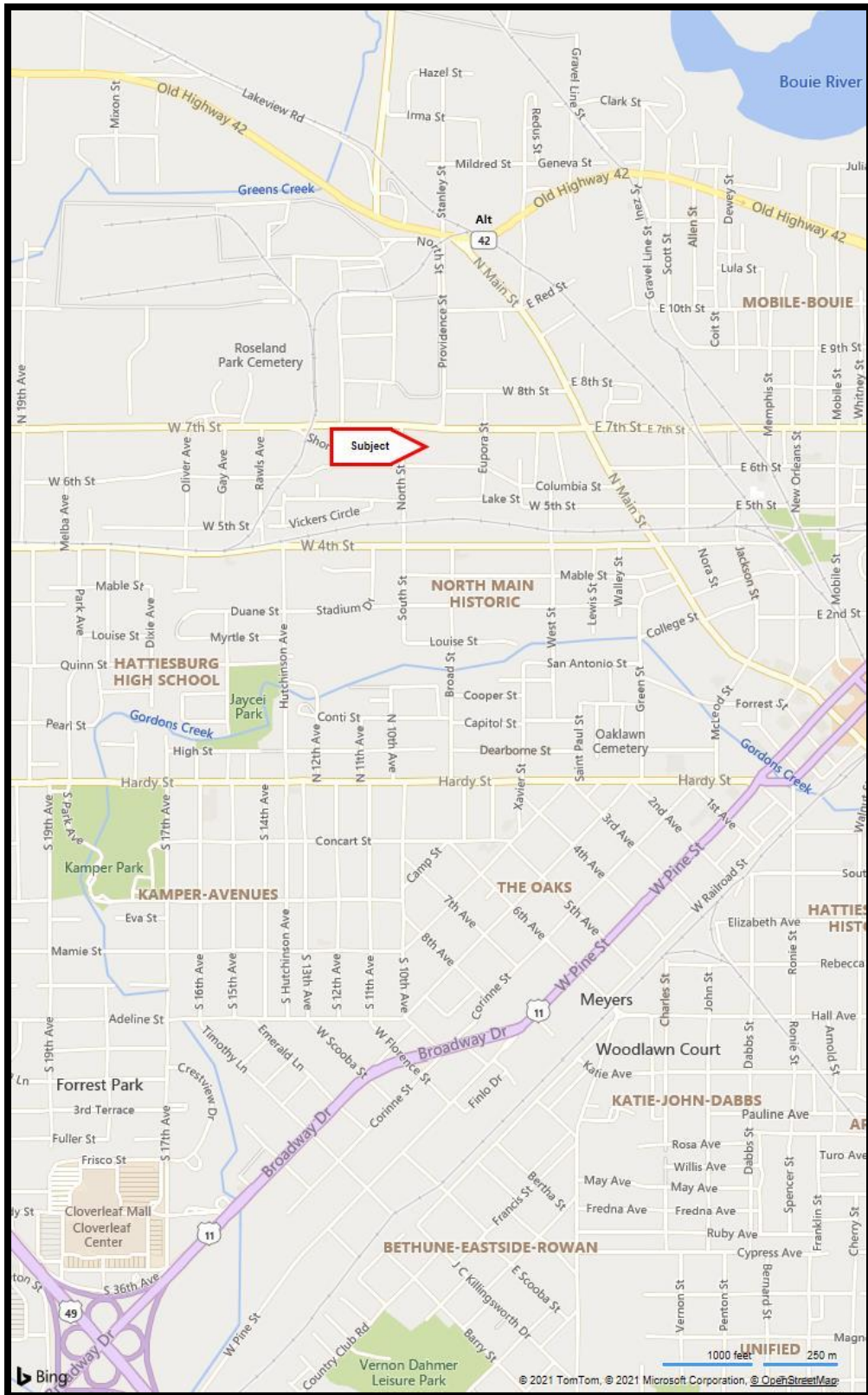
Subject Property Inspection Dates: 3/01/2021

The property owner or their designated representative **was** offered an opportunity to accompany the appraiser performing this appraisal during the appraisal inspection of the property. A Right of Way Acquisition Guide was **mailed** to the property owner on February 19, 2021. *(If opportunity was not offered, explain in comments)*

Contact Comments
A packet was certified mailed to the property owner with their listed business address on February 19 th , 2021. This packet included a letter containing a description of the project, a right-of-way plat, as well as, a right-of-way acquisition guide. The letter also offered the property owner an opportunity to accompany the appraiser performing this appraisal during the appraisal inspection of the property.
We did not receive contact from the property owner and proceeded with the appraisal process.
Is the Property being Leased or Rented? No
Lessor:
Lessee:
Terms of Lease:

Appraiser: Zachary H. Fairley Date: 3/18/2021
(signature)
(print name) Zachary H. Fairley
(license type) State Licensed Real Estate Appraiser # LA-1868

Appraiser: Gerald Collins Date: 3/18/2021
(signature)
(print name) Gerald Collins
(license type) State Certified General Real Estate Appraiser # GA-35



Parcel No. 2-029F-04-087.00
 Appraisal Report

Project

Dynamic Message Sign Project

Summary of Facts and Findings

Parcel No. 2-029F-04-087.00	
Property Owner: Lighthouse Rescue Mission, Inc. c/o Mr. Kenneth Thronson Address: 206 Europa Street, Hattiesburg, MS 39401 Phone: (601) 544-2169	
Identification of the Property Appraised:	<i>Brief description of property identification, such as Section, Township, Range, Lot and Block, Street Address, etc.</i>
The subject property is comprised of four contiguous parcels in ownership consisting of a residence located at 500 W. 7th Street, a vacant lot located at 513 Columbia Street, and a former school and cafeteria building which houses the Lighthouse Rescue Mission, Inc. located at 206 Europa Street. The entire site contains +/-6.76 acres based on the tax assessor's records. The subject of this report is identified as PPIN No. 15553 & 15554 containing +/-5.93 acres, more or less. (See Page 20) If provided a survey, indicating a different acreage, we reserve the right to alter our appraisal accordingly. The property was considered to have a highest and best use of special purpose / school / religious facility. Entire Blocks One (1) and Two (2) and that apportion of Providence Street lying between said two blocks and the East and West alleys in said two blocks, said street and alleys having been heretofore vacated by Ordinance No. 756 of the City of Hattiesburg, all in the W.G. Gillespie Subdivision of the Sanford, Kearney, and Gillespie Addition to the City of Hattiesburg, located in the W1/2 of the SE1/4 of Section 4, Township 4 North, Range 13 West, Forrest County, Mississippi.	
Estate Appraised:	<i>(Fee, Easement, Other)</i>
Fee Simple	
Size of the Whole Tract (Before):	5.93 Acres
Size of the Remaining Parcel (After):	5.92 Acres
Size of the Area to be Acquired:	301 Sq. Ft.
Highest and Best Use Before (Whole Tract):	Special Purpose / School / Religious Facility
Highest and Best Use After (Whole Tract):	Special Purpose / School / Religious Facility
Unit Value of the Land (Before)	\$12,000/Acre
Unit Value of the Land (After)	\$12,000/Acre
Improvements:	<i>(Briefly describe the improvements, such as, single family house, shed, barn, etc.)(List any personal property not covered in the appraisal report.)</i>
The improvements on the property consists of a single-family residence, a former school which currently houses the Lighthouse Rescue Mission, Inc. and a cafeteria building. The improvements are approximately 200' from the proposed right-of-way located near the intersection of W. 7th Street and Providence Street. The proposed right-of-way will not affect the utility of the property and for this reason, the improvements were not valued in this report.	

Total Before Value:	\$71,660
Total After Value:	\$71,040
Just Compensation:	\$620

Allocation of Compensation for All interest: <i>(List all interest such as Q interest, Temporary Easements, Warranty Deeds, etc.)</i>				
Parcel No.	Land	Improvements	Damages	Total
2-029F-04-087.00	\$120	\$500 - Fencing		\$620

Effective Date of the Appraisal:	3/01/2021
Date of Report:	3/18/2021

Certification of Appraiser

I certify that, to the best of my knowledge and belief:

The statements of fact contained in this report are true and correct; The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and legal instructions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions;

I have no present or prospective interest in the property appraised and no personal interest or bias with respect to the parties involved;

Neither my engagement or my compensation for completing this appraisal assignment was contingent upon my developing or reporting a predetermined result, predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal;

The real property appraisal documented in this appraisal report was completed in accordance with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 USC 4601 et seq.), and requirements for appraisals as outlined in 49 CFR 24, Subpart B, dated January 4, 2005. To the extent appropriate under the Laws of the State of Mississippi, the real property appraisal documented in this appraisal report was completed in conformity with the Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA), which are compatible with standards and practices of the Appraisal Foundation's Uniform Standards of Professional Appraisal Practice (USPAP), except to the extent that compliance with the Uniform Act, 49 CFR 24, and the UASFLA required invocation of the (USPAP) Jurisdictional Exception Rule in certain instances, so as to conform with the over-riding federal law relating to the valuation of real estate for government acquisition purposes.

This appraisal conforms with the appropriate State laws, regulations, policies, and procedures applicable to the appraisal of rights of way for highway purposes;

Unless expressly stated otherwise in this report, I made a personal inspection of the property appraised and the property owner, or his/her designated represented, was given the opportunity to accompany me on the inspection;

Zac Fairley has made a personal inspection of the property that is the subject of this report on March 1st, 2021. Gerald Collins did not inspect the property.

Any decrease or increase in the fair market value of the real property prior to the date of valuation caused by the public improvement for which such property is to be acquired, or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner, was disregarded in determining the compensation for the property;

No one provided significant professional assistance to me in the performance of this appraisal except for the following named individuals: None;;

I have not performed any services regarding the subject property in within the three (3) year period immediately preceding acceptance of the assignment, as an appraiser or any other capacity;

I have not revealed the findings and results of this appraisal report to anyone other than the proper officials of the City of Hattiesburg and I will not do so until authorized by the Department or until required by law.

My analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with Uniform Standards of Professional Appraisal Practice, as promulgated by the Appraisal Foundation;

Zac Fairley is licensed by the State of Mississippi as a Licensed Real Estate Appraiser, License No. LA-1868. Gerald Collins is certified by the State of Mississippi as a General Real Estate Appraiser, License No. GA-35. As of the date of this report, we have completed the continuing education program required to maintain our license.

The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

The Appraisal Institute conducts a program of continuing education for its designated members and members are awarded periodic educational certification.

Based upon our independent appraisal and the exercise of our professional judgment, it is our opinion that the valuation of the subject property is as follows:

Fair Market Value of the Whole Tract (as defined in this report)	Before	\$71,660
Fair Market Value of the Remainder Property	After	\$71,040
The difference between the Fair Market Value of the whole tract and the remainder is		\$620

as of March 1st, 2021 and is my opinion of just compensation, for the acquisition of the real property rights described in this appraisal report.

Date 3/18/2021

Appraiser (sig.)



Date 3/18/2021

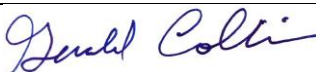
(name)

Zachary H. Fairley

(License)

State Licensed Real Estate Appraiser # LA-1868

Appraiser (sig.)



(name)

Gerald Collins

(License)

Certified General Real Estate Appraiser # GA-35

Appraisal Scope of the Work

Identification of Client and Intended Users

The City of Hattiesburg requested appraisal of the property described in this report. The intended user of this appraisal report is the City of Hattiesburg and such employees or agents authorized by the City of Hattiesburg to utilize the information contained herein. There are no other intended users.

Intended Use of the Appraisal Report

The facts, analyses, opinions, and conclusions contained in this appraisal report establish an estimate of just compensation, as prescribed under the laws of the State of Mississippi, payable for the acquisition of specified real property rights, being acquired for public use. The estimate of just compensation in this appraisal report includes the fair market value of the property, damages to the remaining property, if any, and such curative costs as are permitted by the Laws of the State of Mississippi, and, upon determination by appraisal review that this appraisal report complies with all applicable standards and requirements, serves as the basis for the establishment of the amount believed to be just compensation for the acquisition of the "real property" described herein. There are no other intended uses.

Purpose of the Appraisal

The purpose of the appraisal is to render an opinion as to the Fair Market Value of specified real property as of the stated date and, through application of the Before and After Rule as prescribed under the laws of the State of Mississippi, the valuation of the remainder of specified real property. The difference between these two valuations is the value being sought by the client and is reported to the client as the "opinion of just compensation".

Parameters of Data Search

The scope of the assignment is to collect and verify as completely as possible, comparable sales, and rentals, if applicable, from within the subject area, or other areas that, in the opinion of the appraiser, are reasonably comparable to the subject area, so that a value conclusion may be derived.

Sources of the data, utilized for this appraisal, include county deed records, real estate brokers, real estate appraisers, and other individuals knowledgeable in the local real estate market and, as applicable and appropriate, other individuals knowledgeable in specific types of property. One or more of the principals involved in the transactions, grantor, grantee, attorney, financier, broker of the transaction, or their representatives, have verified the market sales used in this report. Mississippi is a non-disclosure State. Other than the recordation of a deed, there is no legal requirement for grantors, grantees, or other parties to a transaction, to disclose any information relative to the transfer of real property. Since there is no legal requirement for the deed to include the transaction price when it is recorded, it is possible that there are transactions for which purchase price data could not be obtained.

Extent of Property Inspection

Per the **USPAP Scope of Work Rule**, "*The report must contain sufficient information to allow intended users to understand the scope of work performed*". The extent of the subject property inspection, including interior and exterior areas, is required content of the appraisal report per the USPAP scope of work rule and per guidance from the FHWA regarding requirements for scope of work. The "extent of the inspection process" includes, but is not limited to: a declaration as to the part or parts of the property that were actually viewed or not viewed during the inspection; for structures and other improvements, whether such items were physically measured by the appraiser, whether interior and/or exterior inspection was performed for each item, and a declaration regarding the level of detail associated with the inspection of tangible property. The following is a description of the extent of the inspection performed on the subject property for this appraisal assignment

The inspection included viewing the subject property from West 7 th Street, walking the acquisition area, measuring the fencing located in the proposed acquisition area, and viewing the surrounding neighborhood. This inspection was documented with photographs. The building is over 200 feet from the proposed acquisition area and will not be affected. The majority of the property has perimeter chain-link fencing. Approximately 200 feet of chain-link fencing is located in the proposed acquisition area.

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Project

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Appraisal Report

Valuation Process

The data obtained is to be analyzed, when appropriate, via the Cost, Income, and Sales Comparison Approaches to Value, with appropriate support for any adjustments made and the value conclusions. The values derived via these three approaches, if applied, are then reconciled into final opinions of value for the subject property for both the before condition and after condition, respectively. The just compensation opinion thus derived by this process encompasses the value of the partial acquisition, improvements within the acquisition, damages to the remainder (if any), including any curative costs impacted by the acquisition in accordance with the Uniform Act and the Laws of the State of Mississippi.

Property Rights Appraised

The property rights appraised in this report consist of fee simple, and, as applicable and appropriate, easement, leased fee, and leasehold interest(s).

“Fee Simple Estate” is defined as: “Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power and escheat.” Source: Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th ed., s.v. “fee simple estate”, (Chicago: Appraisal Institute, 2015), PDF e-book.

“Easement” is defined as: “The right to use another's land for a stated purpose.” Source: Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th ed., s.v. “easement”, (Chicago: Appraisal Institute, 2015), PDF e-book.

“Leased Fee Interest” is defined as: The ownership interest held by the lessor, which includes the right to receive the contract rent specified in the lease plus the reversionary right when the lease expires.” Source: Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th ed., s.v. “leasehold fee interest”, (Chicago: Appraisal Institute, 2015), PDF-ebook.

“Leasehold Interest” is defined as: “The right held by the lessee to use and occupy real estate for a stated term and under conditions specified in the lease.” Source: Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th ed., s.v. “leasehold interest”, (Chicago: Appraisal Institute 2015), PDF e-book.

Property Appraised: Estate(s)	List and describe, if necessary, the property right(s) appraised (i.e., fee simple, easement, other)
Fee Simple	

Fair Market Value Defined

Fair Market Value is value in exchange. It is “the most probable price, as of a specified date, in cash, or in terms equivalent to cash, or in other precisely revealed terms, for which the specified property rights should sell after reasonable exposure in competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self-interest, and assuming that neither is under undue duress”. (See the *Terms and Definitions* section of this report for the source of this definition)

Assumptions and Limiting Conditions

This appraisal is subject to the following underlying assumptions and limiting conditions:

The appraiser certifies that to the best of his or her acknowledge and belief, the statements contained in this appraisal report, subject to the limiting conditions set forth below are correct.

This appraisal is of the property described in this report.

The appraiser has made no survey of the property and assumes that the areas and dimensions shown herein are correct. Any sketch or identified survey of the property included in this report is only for the purpose of assisting the reader in visualizing the property.

Certain information in this report was obtained from and/or furnished by sources believed to be reliable; however, the absolute accuracy of information is not guaranteed. If relevant information or errors come to the attention of the appraiser, the appraiser reserves the right to change, alter, revise, or void the opinions contained in this report in part or in their entirety.

Possession of this report does not imply the right of publication and it may not be used without the consent of the City of Hattiesburg. This report is to be used in its entirety. The appraiser is not responsible if any part of this report is used to the exclusion of the remainder.

I am not familiar with any engineering studies made to determine the bearing capacity of the land or that indicate any mineral contents of a significant nature.

The appraiser has no knowledge of the existence of hazardous materials on the property unless otherwise stated in this report. The appraiser, however, is not qualified to detect such substances. The presence of any such substances, which may be potentially hazardous materials, may affect the value of the property. However, as directed by the client, the City of Hattiesburg, this value estimate is predicated on the assumption that there are no such materials on or in the property that would cause a loss in value.

To the best of my knowledge no portion of the value assigned to the subject property is for items, which are non-compensable according established laws.

This property has been appraised as though free of all liens, unless otherwise stated herein. No responsibility is assumed for matters legal in nature, nor is any opinion of title rendered herewith. Good title is assumed.

Certain background and other relevant information applicable to the appraisal of this property and for this appraisal report is given in the project data brochure, which is incorporated herein by reference.

This appraisal was performed within requirements of regulation, law, and supplemental appraisal standards that are applicable to appraisals performed for governmental acquisitions and thus, certain valuation opinions and conclusions stated in this appraisal report are affected by these requirements. Applicable Mississippi Law is found at Mississippi Code Section 65, Section 43, Section 11, and also found in certain published decisions of the Mississippi Supreme Court as they pertain to property acquisition by Eminent Domain. Applicable Federal Law is found in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L. 91-646, as amended, 42 U.S.C §4601, et seq., and regulations promulgated pursuant thereto found at 49 C.F.R. Part 24 and further described in *"The Uniform Appraisal Standards for Federal Land Acquisitions"*,

The reported value estimate assumed no impact on value because of "Section 404 wetlands", as defined by the U. S. Army Corps of Engineers. The client is urged to seek advice of an expert to determine any potential impact on wetlands on the property.

There are no additional assumptions and limiting conditions applicable to this appraisal

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Appraisal Report

Extraordinary Assumptions and Hypothetical Conditions

Standard Rule 1-2(g) and (h) and Standard Rule 2-2 (a)(viii) and (b)(viii) of the *Uniform Standards of Professional Appraisal Practice* require the appraiser to identify and state all extraordinary assumptions and hypothetical conditions when developing and reporting an appraisal.

The *Uniform Appraisal Standards for Federal Land Acquisitions*, Section 1.2.7, page 13, further states that:

“An extraordinary assumption may be used in an assignment only if:

1. it is required to properly develop credible opinions and conclusions;
2. the appraiser has a reasonable basis for the extraordinary assumption;
3. use of the extraordinary assumption results in credible analysis; and
4. the appraiser complies with disclosure requirements set forth in USPAP for extraordinary assumptions.”

“A hypothetical condition may be used in an assignment only if :

1. use of the hypothetical condition is clearly required for legal purposes, for purposes of reasonable analysis, or for purposes of comparison;
2. use of the hypothetical condition results in a credible analysis;
3. the appraiser complies with the disclosure requirements set forth in USPAP for hypothetical conditions, and
4. the hypothetical condition is provided to the appraiser in writing by the client or an authorized representative of the client.”

USPAP 2020-2021, pg. 4 defines extraordinary assumption as “an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser’s opinions or conclusions. Uncertain information might include physical, legal or economic characteristics of the subject property; or conditions external to the property, such as market conditions or trends, or the integrity of data used in an analysis.

USAP 2020-2021, pg. 4 defines hypothetical condition as “a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results but is used for purpose of analysis.” Hypothetical conditions are contrary to known facts about physical, legal, or economic characteristic of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis.

An appraiser cannot make an assumption or accept an instruction that is unreasonable or misleading, nor can an appraiser make an assumption that corrupts the validity of the value estimate. Written legal instructions that have proper foundation must be accepted and must be included in the appraisal report.

Following, if applicable, are all extraordinary assumptions and/or hypothetical conditions that affected the analyses, opinions, and conclusions of this report which are explained in the scope of work:
--

Acquisition of R.O.W. and easements pertaining to Local Public Agencies typically infer that all drives, curbing and pavement will be replaced with similar or better material. We have made the assumption that all drives, curbs and pavement will be reconnected with like kind material.
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Following, if applicable, are appraiser instructions that affected the analyses, opinions, and conclusions of this report:

None

Following, if applicable, there are no temporary easement assumptions.

None

Statement on The Use of Significant Professional Assistance and The Use of Consultant's Report(s)

If professional assistance was provided to the appraiser, the name of the individual(s) providing such assistance must be stated below. This includes both professional appraisal assistance and providers of subsidiary assistance, e.g., appraisers, registered foresters, architects, attorneys, planning and permitting consultants, engineers, cost estimators, marketing consultants, etc., etc.

If applicable, the following is a description of any necessary or appropriate steps that were performed in the completion of this appraisal assignment that were not previously noted in the scope of work, including a list of the individual(s) providing professional assistance and the type and extent of assistance provided.

A plat of the proposed acquisition area was provided by Clearpoint Consulting Engineers, P.A. We have relied on the acreage from the plat to determine the size of the acquisition area.
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Declaration of Jurisdictional Exception to the Uniform Standards of Professional Appraisal Practice

In conformity with the requirements of USPAP Standard Rule 2-1(a, b, & c), this section of the appraisal report references those specific laws and regulations that prescribe methods and procedures of appraisal and appraisal reporting contrary to that required by USPAP. Application of the Jurisdictional Exception Rule of the USPAP is hereby declared.

Linking Estimate of Value to Specific Exposure Time –

The Comment to USPAP Standards Rule 1-2(c) states *“when reasonable exposure time is a component of the definition for the value opinion being developed, the appraiser must also develop an opinion of reasonable exposure time linked to that value opinion”*. The Comment to USPAP Standards Rule 2-2(a)(v) and 2-2(b)(v) states *“when an opinion of reasonable exposure time has been developed in compliance with Standards Rule 1-2(c), the opinion must be stated in the report”*. Under Federal appraisal standards, “exposure time” statements are not permitted to appear in appraisal reports prepared for governmental acquisitions. Therefore, pursuant to Miss. Code, Sec. 65-1-8 all real property appraisals prepared, shall invoke a Jurisdictional Exception to the requirements of USPAP 2-2(a)(v) and 2-2(b)(v) in order to maintain compliance with Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L. 91-646, as amended, 42 U.S.C §4601, et seq., found at 49 C.F.R. Part 24.103 and stated with specificity in *“The Uniform Appraisal Standards for Federal Land Acquisitions”*, Section 1.2.4., Page 10 and Section 4.2.1.2, Page 95.

Consideration of Land Use Regulations –

USPAP Standard Rule 1-3(a) requires analysis of the effect existing land use regulations and reasonably probable modifications to same. This requirement is contrary to Federal appraisal standards. All real property appraisals, must disregard any recent rezoning if such rezoning was a consequence of, or in anticipation of, the government project for which the appraisal is being conducted. Therefore, pursuant to Miss. Code, Sec. 65-1-8, all real property appraisals shall invoke a Jurisdictional Exception to the requirements of USPAP 1-3(a) in order to maintain compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L. 91-646, as amended, 42 U.S.C §4601, et seq., and regulations promulgated pursuant thereto found at 49 C.F.R. Part 24.103 and stated with specificity in *“The Uniform Appraisal Standards for Federal Land Acquisitions”*, Section 4.3.2.4.1, Page 109.

Consideration of Anticipated Public Projects –

USPAP Standard Rule 1-4(f) requires the appraiser to analyze the effect on value of anticipated public improvements located on or off the property appraised. The appraisal requirements of USPAP Standard Rule 1-4(f) are contrary to State and Federal Law regarding appraisals performed for government acquisitions. All real property appraisals must disregard any decrease or increase in the fair market value of real property caused by the government project for which the appraisal is being conducted. Therefore, per Mississippi Law found in the Miss. Code, at Sec. 43-37-31 and Federal Law found in Title III, Sec. 301(3) of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L. 91-646, as amended, 42 U.S.C §4601, et seq., and regulations promulgated pursuant thereto found at 49 C.F.R. Part 24.103(b) all real property appraisals performed shall invoke a Jurisdictional Exception to the requirements of USPAP 1-4(f).

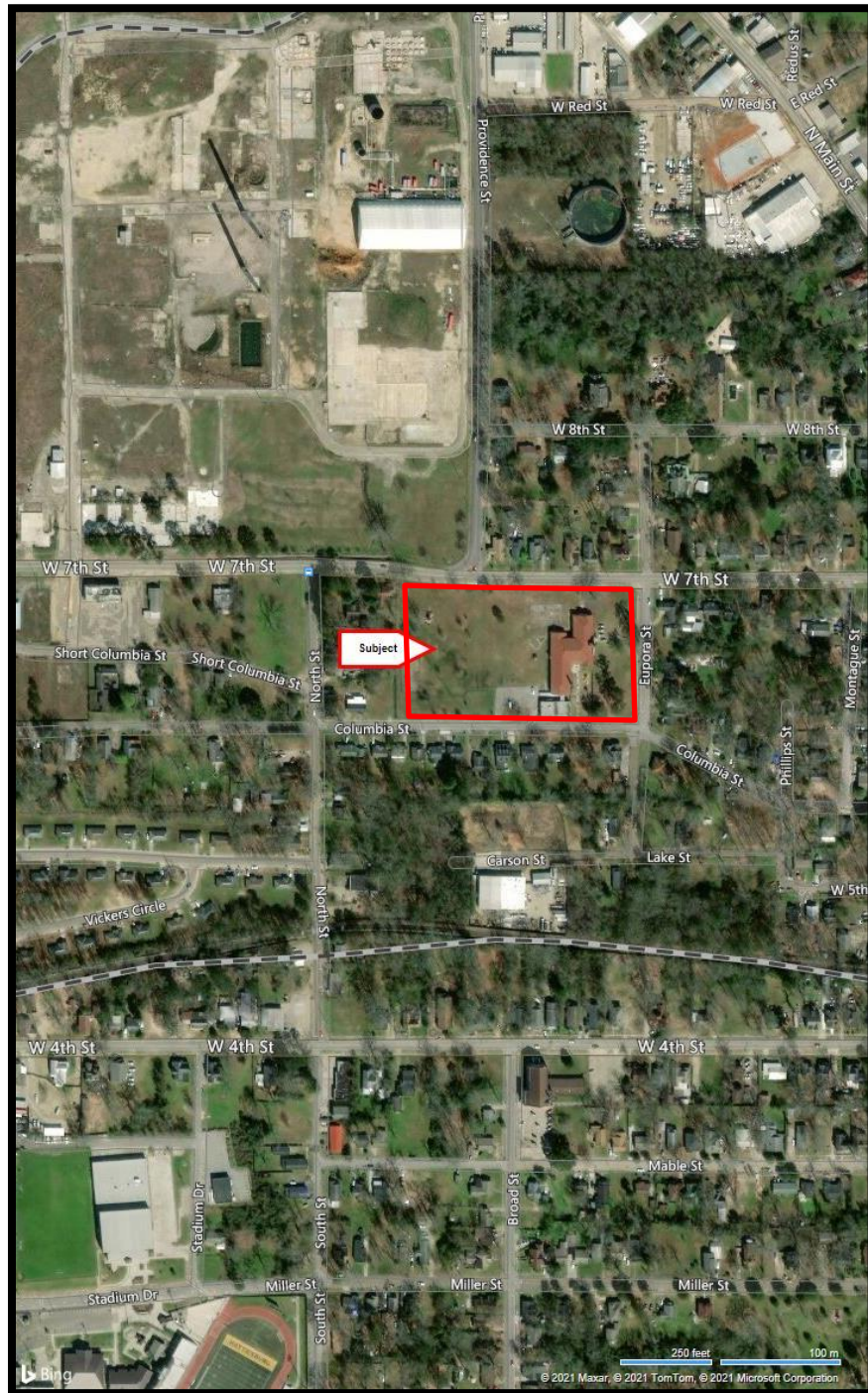
Valuation by Market Approach Only (a.k.a. Sales Comparison Method):

All real property appraisals performed for the purpose of governmental acquisitions within the scope of The Uniform Act are authorized to omit cost and income approaches to valuation where sufficient sales data exists to produce a reliable opinion of value by use of the Market Approach alone (*a.k.a. Sales Comparison Approach*). Therefore, pursuant to the Miss. Code, at Sec. 65-1-8 and Federal Law under the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L. 91-646, as amended, 42 U.S.C §4601, et seq., and regulations promulgated pursuant thereto found at 49 C.F.R. Part 24.103(a)(3), all real property appraisals performed shall invoke Jurisdictional Exception to the requirements of Standard Rule 1-4(b, c), and Standard Rule 2-2(a)(xi) as it pertains to same.

Additions to the Scope of Work and Comments (if necessary)	
The Scope of Work included: a) An inspection of the subject property and the research and collection of data pertaining to recent economic development and real estate activity in Forrest County, Mississippi, as well as other parts of the state. The Sales Comparison approach to value was used. Information was collected from courthouse records, files of reliable real estate professionals, property owners and developers, the search of public records through the use of commercial sources of data such as printed comparable data services and computerized databases. Search parameters such as dates of sales, leases, locations, sizes, and types of properties were started with relatively narrow constraints and, if necessary, were expanded until the appraiser had either retrieved data sufficient (in the appraiser's opinion) to estimate market value, or until the appraiser believed that he had reasonably exhausted the available pool of data. Efforts were made to verify the data with persons directly involved in the transactions such as buyers, seller, brokers, or agents. At the appraiser's discretion, some data was used without personal verification if, in the appraiser's opinion, the data appeared to be correct. In addition, the appraiser considered any appropriate listings or properties found through observation during appraiser's data collection process. The appraiser reported only the data deemed to be pertinent to the valuation problem; b) Investigating and analyzing any pertinent easements or restriction, on the fee simple ownership of the subject property. It is the client's responsibility to supply the appraiser with a title report. If a title report is not available, the appraiser will rely on a visual inspection and identify any readily apparent easements or restrictions; c) Analyzing the data found and has reached conclusions regarding the market value, as defined in the report, of the subject property as of the date of value using appropriate valuation approach(es) identified above; d) Preparing the appraisal in compliance with the Uniform Standards of Professional Appraisal Practice as promulgated by The Appraisal Foundation and the Code of Professional Ethics and Certification Standard of the Appraisal Institute; e) Preparing an Appraisal Report, as defined in USPAP, which includes photographs of the subject property, descriptions of the subject neighborhood, the site, and any improvements on the site, a description of the zoning, a highest and best use analysis, a summary of the most important sales used in the appraiser's valuation, a reconciliation and conclusion, and other data deemed by the appraiser to be relevant to the assignment. Pertinent data and analyses not included in the report may be retained in the appraiser's files; f) This appraisal report is an estimate of market value of the property, assuming quality materials, workmanship and properly functioning equipment and mechanics of the building. It does not serve as a home or building inspection, structural inspection, environmental or pest inspection. In preparing this report, the appraiser is not acting as a home or building inspector, engineer, surveyor, or pest inspector. In performing the limited inspection of this property, areas that were readily accessible were visually observed and the review is superficial only. This inspection is not technically exhaustive and does not offer warranties or guarantees of any kind. It is advised to have any structure inspected by an inspector or other suitable professional that offers such warranted or guaranteed inspection of the structural, environmental aspects, or other areas of concern.	

Area & Neighborhood Data

The property is located in the northeast portion of the city limits of Hattiesburg. The property is bordered by Eupora Street to the east, West 7th Street to the north, Columbia Street to the south, and North Street to the west.



Aerial Map

Site Description

(Before, Acquisition, After)

Site Description — Before

An analysis of the subject site is particularly important in estimating its highest and best use and for separate valuation from the improvements. The following is a discussion of the subject site in the Before Condition.

Present Use of Site: Special Purpose

Legal Description of the Total Ownership: We have estimated the subject site area to contain 258,311 square feet or 5.93 acres based on the legal description and Forrest County Tax Assessor's records.

Entire block One (1) and Two (2) and that apportion of Providence Street lying between said two blocks and the East and West alleys in said two blocks, said street and alleys having been heretofore vacated by Ordinance No. 756 of the City of Hattiesburg, Mississippi, all in the W.G. Gillespie Subdivision of the Sanford, Kearney & Gillespie Addition to the said City of Hattiesburg, located in the W1/2 of the SE1/4 of Section 4, Township 4 North, Range 13 West, Forrest County, MS

Location: The property is located in the northeast portion of the city limits of Hattiesburg. The property is bordered by Eupora Street to the east, West 7th Street to the north, Columbia Street to the south, and North Street to the west. The property has a physical address listed as 206 Europa Street, Hattiesburg, Forrest County, Mississippi

Dimensions/Area/Shape: This parcel contains a total of +/-5.93 acres being square in shape.

Frontage/Access: The property has 420' +/- of frontage along West 7th Street and Columbia Street and 320' +/- on the west side of Eupora Street.

Topography: Open and level at road grade.

Flood Plain and Drainage Data: According to FEMA Flood Panel No. 28035C0108D; dated 3/02/2010, the property is located in Zone X.

Use Restrictions: The subject parcel is zoned R-1A; Single-family Residential by the City of Hattiesburg. The current use is a legal conforming use.

Site Improvements: Chain-link fencing (6' chain-link topped with 3-strand barbed wire)

Off-Site Public Improvements: West 7th Street, Europa Street, Columbia Street

Adjacent Land Uses: Residential, Industrial (former Hercules site)

Easements/Encumbrances: We are not aware of any easements or encumbrances that would be a detriment to the property.

Utilities:

Utility Service	Supplier	Utility Service	Supplier
Electricity	Mississippi Power Company	Sewer	City of Hattiesburg
Gas	Spire	Water	City of Hattiesburg

Comments:	Additional narrative, as needed.
The subject parcel is improved with a former school building and cafeteria building. The improvements are currently occupied by a non-profit organization d/b/a Lighthouse Rescue Mission, Inc. The improvements are located over 200 feet east of the proposed acquisition area.	

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Photographs



Looking west along W. 7th Street from the proposed acquisition area.



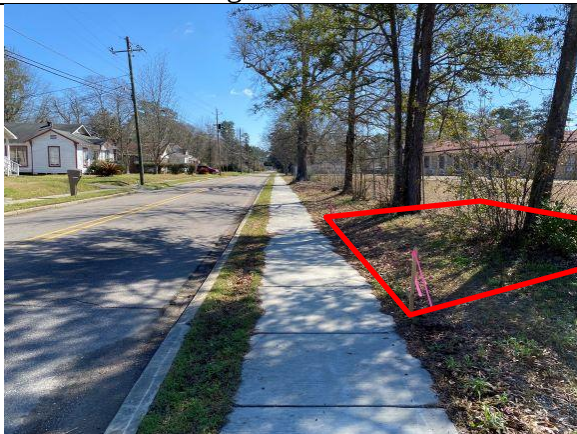
View of the proposed acquisition area and fencing along W. 7th Street



View of the proposed acquisition area and fencing along W. 7th Street



View of the improvements from the proposed acquisition area.



Additional view of the proposed acquisition area



View of the property located south of the proposed acquisition area.

Site Description — Area of Acquisition

Location: The proposed acquisition area is located on the north side of the property near the intersection of W. 7th Street and Providence Street.

Dimensions/Area/Shape: The acquisition area is rectangular in shape and contains 301 square feet. The dimensions of the acquisition area are 22.00'x13.68'.

Site Improvements: The only site improvements is 22 feet of 6' chain-link fencing topped with three strand barbed wire. We obtained a cost estimate from JeffCoat Fencing to replace the loss of fencing in the acquisition area.

A cost of \$16/LF for 150LF included labor and insulation was provided. This would result in a cost of \$352 for the replacement of the fencing in the acquisition area. However, due to small area of fencing, a higher could be anticipated. For this reason, a cost of \$500 was applied to the loss of fencing. This would cover any contingencies.

Rights to be Acquired for Each Parcel: Fee Simple

Comments:	<i>Additional narrative, as needed.</i>

Site Description — After

Dimensions/Area/Shape: The remaining tract is similar in shape containing a total of +/- 258,010 square feet or 5.92 acres and could continue to support the current use found on site.

Frontage/Access: Same

Topography: Same

Flood Plain and Drainage Data: same

Use Restrictions: Loss of Parking

Site Improvements: Same

Off-Site Public Improvements: West 4th Street and Main Street

Easements/Encumbrances: Same

Utilities:

Comments:	<i>Additional narrative, to include any adverse effects on the use of the remainder.</i>

Items of Real Property Appraised

The real property appraised consists of the site area containing 258,311 square feet or 5.93 acres. The improvements will not be affected by the proposed acquisition area and were not valued in this report.

Items of Personal Property Not Appraised

No items of personal property were appraised in this report.

Whole Tract and Larger Parcel Declaration

Whole Tract Declaration

On those properties where the total ownership and the Larger Parcel are not one-in-the-same, it is possible for a property to contain several Larger Parcels (Highest & Best Use areas). The acquisition may affect more than one Larger Parcel (H&BU area), it is essential that there be a clear declaration by the appraiser as to what part and/or parts of the total ownership are being appraised. This section of the appraisal report declares exactly what was valued in the appraisal process and includes:

- The size of the contiguous total ownership provided to the appraiser by the MDOT
- Declaration of the Larger Parcels (H&BU areas) within the total ownership that are unaffected
- Identification and delineation of the affected Larger Parcels (H&BU areas) described by the following methods as appropriate:
 - a) Clearly visible physical features- road, creek, ditch, fence, tree line, etc.
 - b) Subdivision boundary, Zoning line, corporate limits, county line, section line, etc.
 - c) Dimensioned area as determined by the appraiser

Total "Whole Tract" Declaration and Summary	(Ac./S.F.)
According to the Forrest County Tax Assessor's map, the entire property contains a total of 6.76 acres, more or less. The eastern 5.93 acres improved with the former school and cafeteria building is zoned R-1A; Single-Family Residential. The remaining 0.83 acres to the west located along North Street is zoned B-2 and R-2. Due to the differences in highest and best use, a larger parcel was valued in this report.	

Declaration of the Larger Parcel (if different from the Whole Tract)

There are three conditions or tests that are considered in determining the larger parcel, unity of ownership, unity of use, and contiguity. In certain instances, the larger parcel may not include all the lands that are contiguous and under identical ownership. In determining the larger parcel to be appraised, reliance on unity of ownership and unit of use will be given substantial weight. In determining the larger parcel, the following is noted:

Larger Parcel(s) Summary	(Dimensions, Size, and Use)
The proposed acquisition area is located on the eastern parcel containing 5.93 acres. This parcel is improved with a former school and cafeteria building. Due to the proximity from the right-of-way in the after condition, the improvements were not considered damaged nor valued in this report. This parcel is zoned R-1A; Single-Family Residential.	

Highest and Best Use Analysis

¹**Highest and best use** is defined in *The Dictionary of Real Estate Appraisal, Sixth Edition, 2015, page 109*, compiled by the Appraisal Institute as:

“The reasonably probable use of property that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity.”

The reasonable and probable use that will support the highest property value, as defined, as of the date of the appraisal. In order to arrive at a highest and best use estimate, the land is first analyzed as if vacant. Later, the total property, including any existing improvements, is analyzed. In estimating the highest and best use of the subject site, as if vacant and improved, you must first carefully study the existing land use patterns and trends in the area. In estimating the highest and best use of the subject property, the appraiser has considered very carefully the following factors:

1. The land and location is considered in relationship to the local area.
2. The physical characteristics of the land and improvements, including the land’s overall size, shape, road frontage, topography, soil and sub-soil conditions and available utilities.
3. In analyzing the highest and best use of the subject, as applicable and appropriate, the Sales Comparison Approach, Cost Approach, and Income Approach are considered.

The procedure used in this report to estimate highest and best use of the subject site was to consider, in sequence, the site’s utility, its legal use, it’s possible and most feasible use, and, finally, the optimum or highest and best use.

Highest and Best Use Analysis	<i>(Address legal permissibility, physical possibility, financial feasibility, maximum productivity, in Before & After for all larger parcels or whole tract as applicable)</i>
<u>Physically Possible Uses:</u> The first constraint imposed on the possible use of the property is dictated by the physical aspects of the site itself. The site contains 5.93 acres and would be suitable for a variety of uses. Development would be feasible or possible for most commercial, industrial, or residential uses. The property is located in a residential area with scattered commercial uses to the north and east along Main Street and Old Highway 42-Bypass. <u>Legally Permissible Uses:</u> The property is located inside the city limits of Hattiesburg. The site is zoned R-1A; Single-Family Residential. The existing use as a special purpose/school/religious facility is a legal conforming use. <u>Financially Feasible Uses:</u> All uses that are expected to produce a positive return are regarded as financially feasible. The most feasible use would be to continue as a residential use. <u>Maximally Productive Uses:</u> The maximally productive use of the property would be for a residential use as development of any kind would not be more productive. <u>Conclusion:</u> In estimating the highest and best use of the land as though vacant, consideration has been given to the site’s physical characteristics and its financial feasibility. It is our opinion that the highest and best use for the subject site as vacant, would be for a special purpose/school/religious facility use.	

¹ The phrase “highest and best use areas” or “uses” is from wording utilized by the Mississippi Supreme Court in its published eminent domain decisions. Reference of these phrases by the Court has been historically utilized in a manner equivalent to the phrase “Larger Parcel”. For additional information, please refer to the “Terms and Definitions” section of this appraisal report.

Ownership History and Tax Information

Ownership History

In developing a real property appraisal an appraiser must:

1. Analyze any current agreement of sale, option, or listing of the subject property, if such information is available to the appraiser in the normal course of business.
2. Analyze any prior sales of the subject property that occurred within the following minimum time period of five years
3. Discuss below (as applicable) the quality and quantity of data available and analyze within the approaches used and the applicability or suitability of the data.
4. When there is a sale of the subject property to the current owner for an undisclosed price, the appraiser must state that he or she attempted to obtain the purchase price and other terms of the transaction without success. (If transaction price could not be verified please explain below.)

Ownership History						
Property Transactions during the last five years to Date:						
Date	Grantor	Grantee	Consideration	Book/Page	Ver.	
12/27/2006	Thronson Investment Properties, LLC	Lighthouse Rescue Mission, Inc.	N/A	1003/651	WD	
Explanation: We are not aware of any conveyances in ownership since the above listed conveyance. The title opinion and quitclaim deed are located in the addenda.						

Tax Information			
Tax Parcel I.D. Number	2-029F-04-087.000	True Value – Land	N/A
Millage Rate		True Value – Improvements	N/A
Property Assessment Rate		Total Value	
Special Assessments	Exempt		

Approaches to Value

All standard techniques used by appraiser in estimating of market value can be grouped into the following three main approaches to value: 1) Sales Comparison Approach, 2) Cost Approach, and 3) Income Approach. One or more of these approaches are used in all appraisal assignments. Use of these approaches will depend on the type of property being appraised and quantity and quality of data available for analysis.

Sale Comparison Approach: A set of procedures in which a value indication is derived by comparing the property being appraised to similar properties that have been sold recently, applying appropriate units of comparison, and making adjustments to the sale prices of comparables based on the elements of comparison. The sales comparison approach may be used to value improved properties, vacant land, or land being considered as though vacant; it is the most common and preferred method of land valuation when comparable sales data are available.

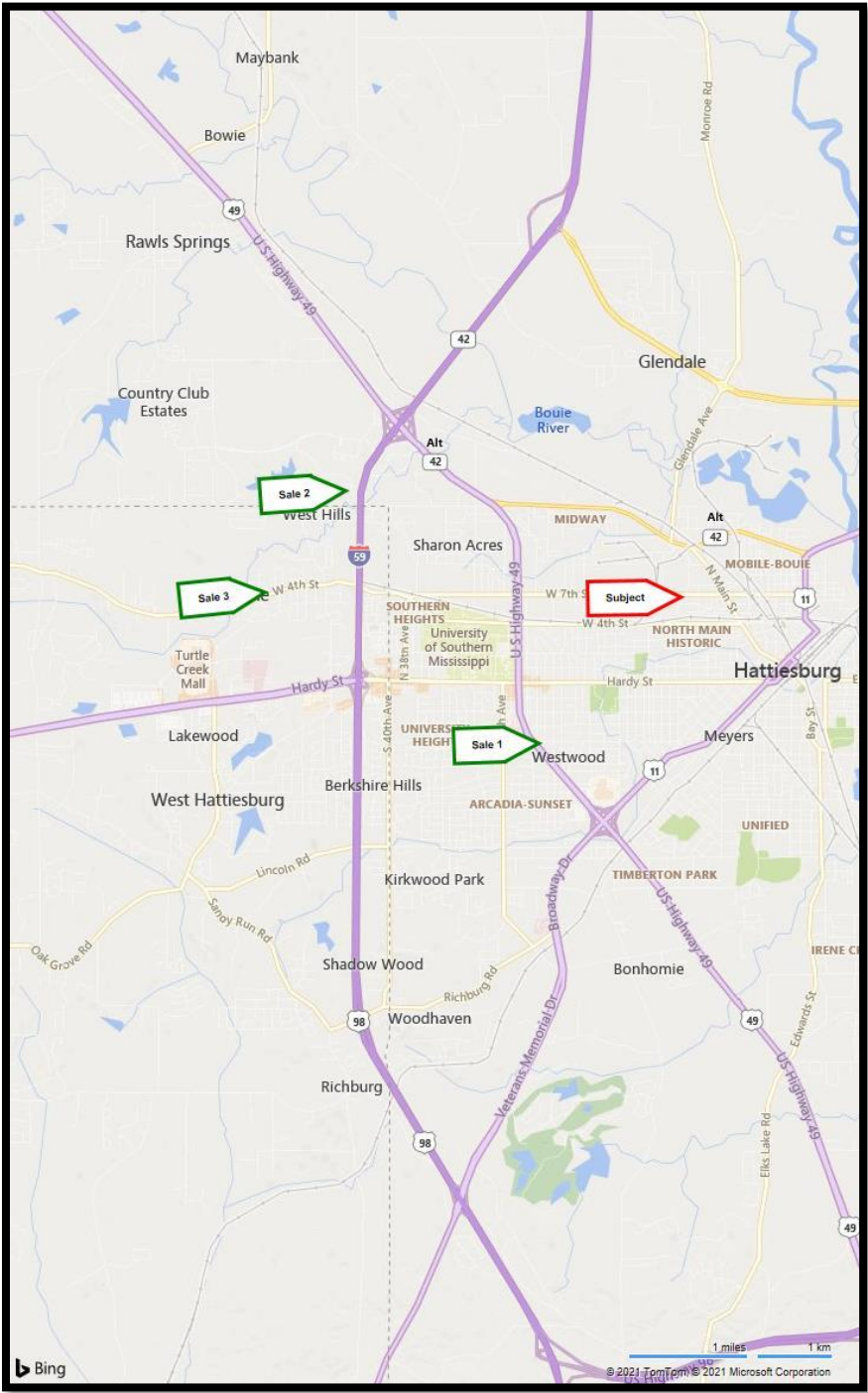
Cost Approach: A set of procedures through which a value indication is derived for the fee simple interest in a property by estimating the current cost to construct a reproduction of, or replacement for, the existing structure; deducting depreciation from the reproduction or replacement cost; and adding the estimated land value, plus an entrepreneurial profit. Adjustments may then be made to the indicate fee simple value of the subject property to reflect the value of the property interest being appraised.

Income Approach: A set of procedures through which an appraiser derives a value indication for an income-producing property by converting its anticipated benefits (cash flows and reversion) into property value. This conversion can be accomplished in two ways. One year's income expectancy can be capitalized at a market-derived capitalization rate or at a capitalization rate that reflects a specified income pattern, return on investment, and change in the value of the investment. Alternatively, the annual cash flows for the holding period and the reversion can be discounted at a specified yield rate.

The Dictionary of Real Estate Appraisal, Fourth Edition, Appraisal Institute

Reason(s) for excluding any of the usual approaches to value	
No income is produced by the property and the Income Approach would not apply. The improvements are not being valued, therefore, the Cost Approach was not used.	
The Sales Comparison Approach was the most valid approach and was the approach used in this report.	

Land Sales Map



Sales Comparison Approach – (Land) – Before Value

☐ Complete Take

☒ Partial Take

Acre(s) ▼

Item	Subject	Comp Sale #	1	Comp Sale #	2	Comp Sale #	3
Proximity to Subject		1.7 miles SW		3 miles NW		3.5 miles W	
Sales Price			\$10,500		\$16,000		\$69,000
Price Per Unit (Acre(s))			\$16,153.85		\$10,666.67		\$9,452.05
	Description	Description	+/- Adj.	Description	+/- Adj.	Description	+/- Adj.
Property Rights Conveyed	Fee	Fee		Fee		Fee	
Adjusted Price			\$16,153.85		\$10,666.67		\$9,452.05
Financing	Typical	Typical		Typical		Typical	
Adjusted Price			\$16,153.85		\$10,666.67		\$9,452.05
Condition of Sale	Arms-Length	Arms-Length		Arms-Length		Arms-Length	
Adjusted Price			\$16,153.85		\$10,666.67		\$9,452.05
Market Conditions	Date of Sale	2/24/21		7/23/19		8/9/16	
Adjusted Price			\$16,153.85		\$10,666.67		\$9,452.05
Location	206 Europa Street	S 22nd Avenue	(\$1,615.00)	Golf Course Rd		W 4th Street	
Size (Acre(s))	5.930	0.650	(\$1,615.00)	1.500	(\$533.00)	7.300	
Frontage	1620	250	\$3,203.00	435'	\$2,133.00	525'	\$1,890.00
Topography	Level	Similar		Similar		Similar	
Zoning	R-1A	R-1A		R-1A		R-1A	
Net Adjustment		(+/-)	(\$27.00)	(+/-)	\$1,600.00	(+/-)	\$1,890.00
		Net %	-0.17%	Net %	15.00%	Net %	20.00%
		Gross %	39.82%	Gross %	24.99%	Gross %	20.00%
Adjusted Sales Price			\$16,126.85		\$12,266.67		\$11,342.05

Adopted Unit Value, Before (Land Only): \$12,000.00

Size	Unit of Measure	Rate	
5.930	Acre(s) @	\$12,000.00	Per Acre \$71,160
			Add (22' fencing): \$500
			Total Before Value (Land Only): \$71,660
			r/o

Parcel No. 2-029F-04-087.00

Project

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Appraisal Report

Sales Comparison Approach – (Land) – After Value

Sales Comparison Approach (Land) - After Value

☐ Complete Take

☒ Partial Take

Acre(s) ▼

Item	Subject	Comp Sale #		Comp Sale #		Comp Sale #	
Proximity to Subject							
Sales Price							
Price Per Unit (Acre(s))			#DIV/0!		#DIV/0!		#DIV/0!
	Description	Description	+/- Adj.	Description	+/- Adj.	Description	+/- Adj.
Property Rights Conveyed	Fee, Ease,						
Adjusted Price			#DIV/0!		#DIV/0!		#DIV/0!
Financing	Typical						
Adjusted Price			#DIV/0!		#DIV/0!		#DIV/0!
Condition of Sale	Arms-Length						
Adjusted Price			#DIV/0!		#DIV/0!		#DIV/0!
Market Conditions	Date of Sale						
Adjusted Price			#DIV/0!		#DIV/0!		#DIV/0!
Location							
Size (Acre(s))							
Topography							
Utilities							
Other							
Net Adjustment		(+/-)	\$0.00	(+/-)	\$0.00	(+/-)	\$0.00
		Net %		Net %		Net %	
		Gross %	#DIV/0!	Gross %	#DIV/0!	Gross %	#DIV/0!
Adjusted Sales Price			#DIV/0!		#DIV/0!		#DIV/0!

SAME AS PREVIOUS

Adopted Unit Value, After (Land Only): \$12,000.00

Size	Unit of Measure	Rate	
5.92	Acre(s) @	\$12,000.00	\$71,040
Less Cost to Cure - (See Attached):			\$0
Less Easements (See Attached):			\$0
Less Other (See Attached):			\$0
Total After Value (Land Only):			\$71,040
			r/o
Difference in Before and After:			\$620.00

Parcel No. 2-029F-04-087.00

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Explanation Of Adjustment-(Land)

(Before and After)

Before Value – Land Adjustments

Property Rights Conveyed: The property rights in all three of the comparables are fee simple.

Financing: The financing of these sales is considered typical for this market. There is no adjustment for the differences in cash transactions, as compared to mortgage financing. The financial arrangements associated with the acquisition of the comparable data did not affect the prices paid. No adjustment of the cash equivalence was required.

Conditions of Sale: The conditions of sale for all comparables are considered arm's length.

Market Conditions: The market in this area of Hattiesburg has been stable with few new developments and no adjustment was warranted.

Location: The subject is located along W. 7th Street near the intersection of Providence Street. Sale 1 is located on S. 22nd Avenue and considered superior in location due to the proximity to Forrest General Hospital and University of Southern Mississippi. Sales 2 and 3 were considered similar in location.

Size: The subject contains 5.93 acres, more or less. Sales 1 and 2 are smaller in size and downward adjustments were necessary. Sale 3 was considered similar in size.

Frontage: The subject site has frontage on three sides with a total of 1,620 feet of frontage. Due to the extensive frontage increases the utility of the site. The sales had 15-25% frontage compared to the subject. Positive adjustments were made to the sales for inferior frontage.

Topography: None necessary

Utilities: The subject property was located inside the city limits and the comparable sales were all similar in this respect.

Before Value - Reconciliation of Land Sales

Adjustments were made for the location, size, and frontage. After adjustments, the adjusted range of these sales indicates a range of unit values from \$11,342 - \$16,126 per acre. Sale 1 was much smaller in size and superior in location with an adjusted unit value at the top end of the range. Sales 2 and 3 were considered most similar with adjusted unit values from \$11,342 - \$12,267 per acre. Based on the characteristics of the subject site, it is our opinion that the subject site would have a before value of \$12,000 per acre for the +/- 5.93 acre subject parcel.

This results in a before land value of 5.93 acres x \$12,000/acre = \$71,160

To this we added \$500 for the loss of fencing located in the proposed acquisition area. This results in a total before land value of \$71,660

Explanation Of Adjustment-(Land)

(Before and After)

After Value – Land Adjustments

Property Rights Conveyed: Same as before

Financing: Same as before

Conditions of Sale: Same as before

Market Conditions: Same as before

Location: Same as before

Size: Same as before

Topography: Same as before

Utilities: Same as before

Other: Same as before

Explanations of damages (if any): None

After Value - Reconciliation of Land Sales

Conclusion of After Value for the remainder:

The subject property is similar in utility in the after condition, as it relates to the land value. Therefore, the same unit value of \$12,000 per acre was adopted. This results in an after value of \$71,040.

5.92 Acres @ \$12,000/Acre = \$71,040

This establishes the Before and After values to the property owner.

Final Reconciliation of Value

	Before	After	Difference
Sales Comparison Approach	\$71,660	\$71,040	\$620
Cost Approach	N/A	N/A	N/A
Income Approach	N/A	N/A	N/A

Reconciliation	<i>Explain the appropriateness of the approaches, the accuracy of the data and calculations, and the quantity and quality of the data presented relative to the scope of the assignment and the specific appraisal problem.</i>
We have valued the subject property using the Sales Comparison Approach. The Income and Cost Approach did not apply due to the value of the site as vacant. Our comparable sales were adjusted for differences thought to offer good support. Our overall before value also falls within the adjusted per acre range of the land sales. For the after value, we used the same sales and adopted the same land values as in the before condition. In the allocation of just compensation, we have considered all interests in the property. The before land value was determined to be \$71,660. The proposed acquisition area contains +/-301 square feet. The total after land value equals \$71,040.	

The difference between the Fair Market Value of the whole tract and the remainder is \$620 as of March 1st, 2021, and is our opinion of just compensation, for the acquisition of the real property rights described in this appraisal report.

Recommended Distribution of Final Value Estimate

For Accounting and Acquisition Purposes Only

(To Be Completed After Appraisal Made)

Acre(s) ▼

Fee/Leased Fee Interest

Parcel	Acq. Area		HBU	Land	Improvements		Damages		Total
					Item	Value	Item	Value	
PPIN No. 15553	301	SF	Res	\$120	Fencing	\$500			\$620
									\$0
									\$0
									\$0
									\$0
Totals	1156	SF		\$120		\$500		\$0	\$620

Easements (Permanent / Temporary)

Parcel	Acq. Area		HBU	Land	Improvements		Damages		Total
					Item	Value	Item	Value	
									\$0
									\$0
									\$0
									\$0
									\$0
Totals	0.000			\$0		\$0		\$0	\$0

Quit-Claim Interest / Leasehold

Parcel	Acq. Area		HBU	Land	Improvements		Damages		Total
					Item	Value	Item	Value	
									\$0
									\$0
									\$0
									\$0
									\$0
Totals	1156	SF		\$0		\$0		\$0	\$0

Total of all Interests	\$620
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Parcel No. 2-029F-04-087.00

Appraisal Report

Project

Dynamic Message Sign

Addenda

Terms and Definitions

Agency- the Federal Agency, State, State Agency, or person that acquires real property or displaces a person.

Appraisal- *USPAP 2018-2019*, pg. 3 defines an appraisal as the act or process of developing an opinion of value; an opinion of value.

Uneconomic Remnant- a parcel of real property in which the owner is left with an interest after the partial acquisition of the owner's property, and which the Agency has determined has little or no value or utility to the owner.

Total Ownership- the total amount of contiguous property, under the ownership of a single legal entity, as indicated by the map provided to the appraiser by the MDOT for an appraisal assignment.

Whole Tract- that amount of property, within the "Total Ownership", as determined by the appraiser, to be affected by the acquisition. The *whole tract* is defined by the appraiser and may be determined to be the same as the total ownership, or some defined area that is less than the "Total Ownership".

Larger Parcel⁻²- that tract, or tracts, of land which possess a unity of ownership and have the same, or an integrated, highest and best use. Elements of consideration by the appraiser in making a determination in this regard are contiguity, or proximity, as it bears on the highest and best use of the property, unity of ownership, and unity of highest and best use. Mississippi Case Law recognizes this concept but refers to it by use of the phrases "Highest and Best Use areas" or "Highest and Best Uses" ³ Designation of the Larger Parcel, for appraisals performed in connection with the disposal of excess property, may require the adoption of a hypothetical condition regarding "unity of ownership".

Excess Property - "(2)...whenever real property, with the exception of easements for highway purposes, has been acquired by the Mississippi Transportation Commission, in any manner, for public use and in the opinion of the commission all or any part thereof becomes unnecessary for public use, the same shall be declared on the minutes of the commission as excess property and sold at private sale at market value."⁴

Disposal as used in the appraisal of excess property, "means the sale of real property rights therein, including access or air rights, when no longer needed for highway right-of-way or other uses eligible for funding under title 23 of the [U.S.] Code"⁵

Fair Market Value - Fair Market Value is value in exchange. It is "the most probable price, as of a specified date, in cash, or in terms equivalent to cash, or in other precisely revealed terms, for which the specified property rights should sell after reasonable exposure in competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self-interest, and assuming that neither is under undue duress".⁶

Effective Date – The date on which the appraisal or review opinion applies. Source: Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th Edition, s.v. "effective date." (Chicago: Appraisal Institute, 2015), PDF e-book

Date of the Report – The date on which the report is transmitted to the client. Source: Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th Edition, s.v. "date of the report". (Chicago: Appraisal Institute, 2015), PDF e-book.

² The Uniform Appraisal Standards for Federal Land Acquisitions, Interagency Land Acquisition Conference, Published by the Appraisal Institute with the cooperation of the U.S. Department of Justice, Washington, D.C. 2000,

³ *Oughton v. Gaddis*, 683 So.2d 390 (Miss. 1996)

⁴ Mississippi Code of 1972, Annotated, § 65-1-123

⁵ United States Code, 23 CFR 710.105

⁶ *Potters II v. State Highway Comm'n of Mississippi*, 608 So. 2d 1227, 1231 (Miss. 1992).

Highest and Best Use- The best or most valuable use to which the property, [.....], is adapted. Mere speculative uses cannot be considered. There must be some probability that the land would be used within a reasonable time for the particular use to which it is adapted. There must be a present demand for the land for such purpose or a reasonable expectation of such demand in the near future.⁷

Before and After Rule [Mississippi]- When part of a larger tract of land is taken for public use, the owner should be awarded the difference between the fair market value of the whole tract immediately before the taking, and the fair market value of that remain[ing] immediately after the taking, without considering general benefits or injuries resulting from the use to which the land taken is to be put, that are shared by the general public.⁸ Any decrease or increase in the fair market value of real property prior to the date of valuation caused by the public improvement for which such property is acquired or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner, will be disregarded in determining the compensation for the property.⁹

Before Value- The fair market value of the whole tract immediately before the taking.¹⁰

After Value- The fair market value of that remain[ing] immediately after the taking, without considering general benefits or injuries resulting from the use to which the land taken is to be put, that are shared by the general public.

Due Compensation¹¹- Just Compensation¹² the value of the land taken and the damages, if any, which result... as a consequence of the taking, without considering either general benefits or injuries resulting from the use to which the land taken is to be put, shared by the general public.¹³

Damages to Remainder- *[In the context of valuation under the Before and After Rule, it is]* the depreciation in the fair market value of the remaining area, ...that is special, and not such as is common to all the property in the neighborhood.¹⁴ In determining damages, if any, to the remainder if less than the whole of a defendant's interest in property is taken, nothing shall be deducted there from on account of the supposed benefits incident to the public use for which the petitioner seeks to acquire the property.¹⁵

Cost-to-Cure Damages [the cost or costs associated with] the necessity of rebuilding fences and wells, the necessity of relocating roads, and other similar items. [Such] items are all part of the depreciated value of the property, since the landowner is required to do this construction in order to use the property in the manner in which it has been used or for which it is best adapted.¹⁶

Extraordinary Assumption –2018-2018 USPAP, pg. 4, defines extraordinary assumption as an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which if found to be false, could alter the appraiser's opinions or conclusions. Uncertain information might include physical, legal, or economic characteristic of the subject property; or conditions external to the property, such as market conditions or trends, or the integrity of data used in an analysis.

Hypothetical Condition – 2018-2019 USPAP, pg. 4, defines hypothetical condition as “a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for purpose of analysis.” Hypothetical conditions are contrary to known facts about physical, legal, or economic characteristic of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis.

⁷ MSHC v. Brooks, 123 So.2d 423, 427 (1960); MSHC v. Wagley, 231 So.2d 507 (1970);

⁸ Potters II v. MSHC, 608 So. 2d 1227 (Miss. 1992); MSHC v. Hillman, 189 Miss. 850, 198 So. 565 (1940)

⁹ Mississippi Code of 1972, Annotated, Section 43-37-3

¹⁰ Potters II v. MSHC, 608 So. 2d 1227 (Miss. 1992); MSHC v. Hillman, 189 Miss. 850, 198 So. 565 (1940)

¹¹ Constitution of Mississippi, Article 3, § 17

¹² Mississippi Code of 1972, Annotated, Section 43-37-3

¹³ MSHC v. Hillman, 198 So. 565;

¹⁴ MSHC v. Colonial Inn, Inc. 149 So.2d 851;

¹⁵ Mississippi Code of 1972, Annotated, Section 11-27-21;

¹⁶ Emerson v. MSHC, 208 So.2d 441

Intended User – USPAP 2018-2019, pg. 5 defines intended user as the client and any other party as identified, by name or type, as users of the appraisal or appraisal review report by the appraiser based on communication with the client at the time of the assignment.

Intended Use – USPAP 2018-2019, pg. 5 defines intended use as the use(s) of an appraiser's reported appraisal or appraisal review assignment results, as identified by the appraiser based on communication with the client at the time of the assignment.

Jurisdictional Exception – USPAP 2018-2019, pg. 5 as an assignment condition established by applicable law or regulation, which precludes an appraiser from complying with a part of USPAP.

Supplemental Standards – requirements issued by government agencies, government sponsored enterprises, or other entities that establish public policy which add to the purpose, intent and content of the requirements of USPAP, that have a material effect on the development and reporting of assignment results.

Plottage - the increment of value created when two or more sites are combined to produce greater utility. See also assemblage.

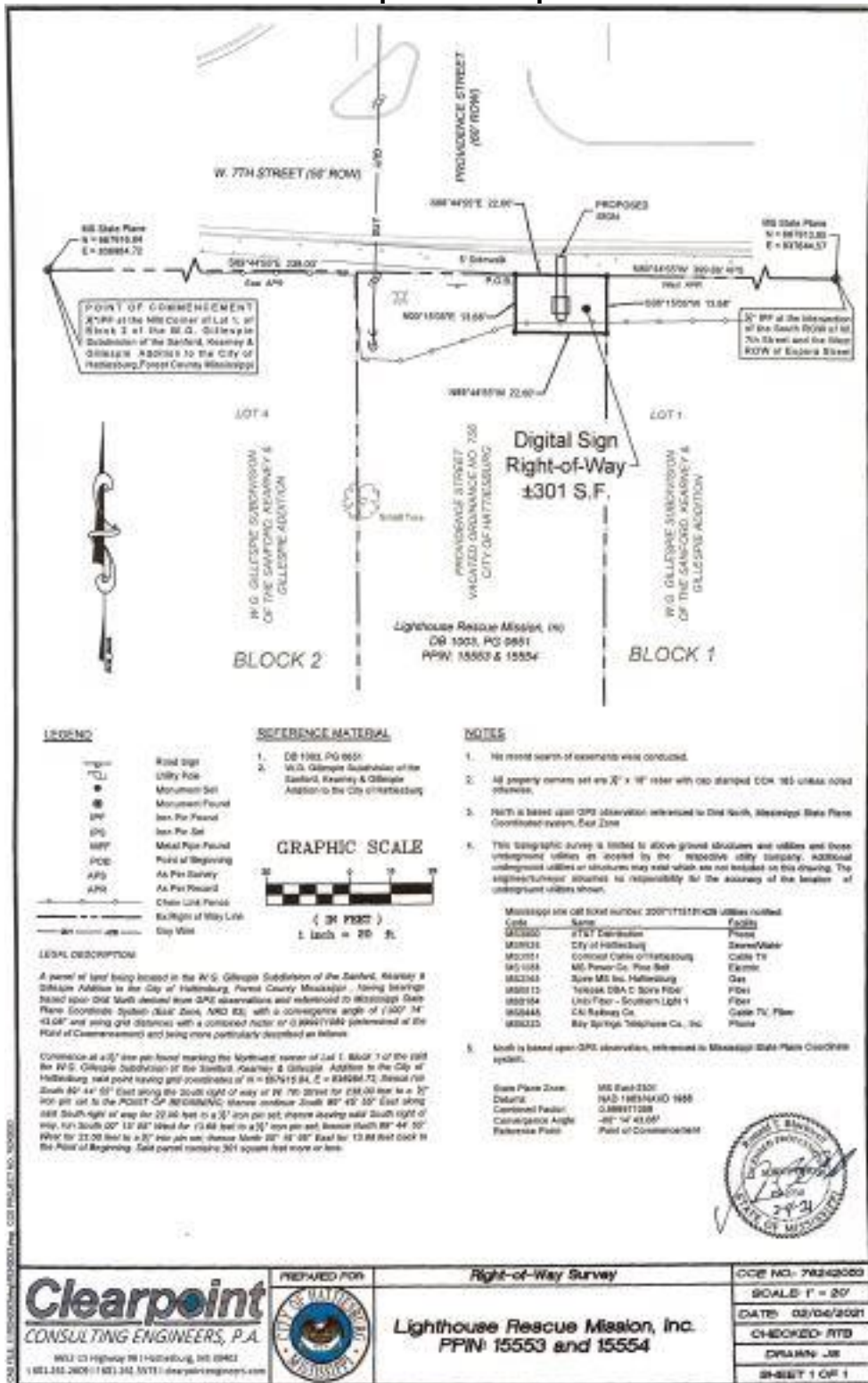
Assemblage - the combining of two or more parcels, usually but not necessarily contiguous, into one ownership or use; the process that creates plottage value. (USPAP, 2002 ed.) See also plottage.

Assemblage Cost - the excess cost incurred to acquire individual adjacent parcels of real estate in a single ownership beyond the estimated cost of acquiring similar sites that do not form a specifically desired assemblage.

Scope of Work – “the Scope of Work is a written set of expectations that form an agreement or understanding between the appraiser and the agency as to the specific requirements of the appraisal, resulting in a report to be delivered to the agency by the appraiser. It includes identification of the intended use and intended user; definition of fair market value; statement of assumptions and limiting conditions; and certifications the type and extent of research and analyses in an assignment. Either the appraiser or the agency may recommend modifications to the initial Scope of Work, but both parties must approve changes.”¹⁷

¹⁷ Federal Highway Administration, Guide For Preparing An Appraisal Scope of Work, October, 2005

Acquisition Map



Legal Description of Acquisition Area

LEGAL DESCRIPTION:

A parcel of land being located in the W.G. Gillespie Subdivision of the Sanford, Kearney & Gillespie Addition to the City of Hattiesburg, Forest County Mississippi , having bearings based upon Grid North derived from GPS observations and referenced to Mississippi State Plane Coordinate System (East Zone, NAD 83), with a convergence angle of (-)00° 14' 43.08" and using grid distances with a combined factor of 0.999971089 (determined at the Point of Commencement) and being more particularly described as follows:

Commence at a ½" iron pin found marking the Northwest corner of Lot 1, Block 1 of the said the W.G. Gillespie Subdivision of the Sanford, Kearney & Gillespie Addition to the City of Hattiesburg, said point having grid coordinates of N = 667916.84, E = 836984.72; thence run South 89° 44' 55" East along the South right of way of W. 7th Street for 238.00 feet to a ½" iron pin set to the POINT OF BEGINNING; thence continue South 89° 45' 55" East along said South right of way for 22.00 feet to a ½" iron pin set; thence leaving said South right of way, run South 00° 15' 05" West for 13.68 feet to a ½" iron pin set; thence North 89° 44' 55" West for 22.00 feet to a ½" iron pin set; thence North 00° 15' 05" East for 13.68 feet back to the Point of Beginning. Said parcel contains 301 square feet more or less.

RICHARD & THOMAS

Attorneys at Law

Stephen K. Thomas

132 Westover Drive
Hattiesburg, MS 39402
(601)602-2457 phone
(601)602-2458 fax

Ray J. Richard, of counsel

December 16, 2020

City of Hattiesburg
Attn: Lamar Rutland

Re: Lighthouse Rescue Mission, Inc.

Entire blocks of One (1) and Two (2) and that apportion of Providence Street lying between said two blocks and the East and West alleys in said two blocks, said street and alleys having been heretofore vacated by Ordinance No. 756 of the City of Hattiesburg, Mississippi, all in the W.G. Gillespie Subdivision of the Sanford, Kearney & Gillespie Addition to the said City of Hattiesburg, located in the West Half of the Southeast Quarter of Section 4, Township 4 North, Range 13 West, together with the improvements and appurtenances thereunto belonging.

Pursuant to your request, I have examined the land records on file in the office of the Chancery Clerk of Forrest County, Mississippi, relating to the above described real property for a period back of thirty-one years prior to this date, and find sufficient evidence that the above described property was conveyed by Special Warranty Deed to **Lighthouse Rescue Mission, Inc., a Mississippi non-profit corporation**, dated December 27, 2006, and recorded in Land Deed Book 1003 at Page 651, in the office of the Chancery Clerk of Forrest County, Mississippi. Based upon my examination for the aforesaid period and with the presumption that prior conveyances in chain of title are legal and valid, it is my opinion that the said Lighthouse Rescue Mission, Inc., owns a fee simple, merchantable title to above described real property subject to the following liens, encumbrances and reservations;

RESERVATIONS

1. This opinion does not cover the oil, gas or other minerals lying on or under said property and no opinion is given thereon.
2. As no current survey is present, I do not certify as to the actual occupancy, nor to matters which should be revealed by an accurate survey of subject lands, nor do I certify rights of parties in possession, deficiency in the quantity of lands, boundary line disputes, roadways, unrecorded servitudes or easements, any matters not of proper record which would be disclosed by a true and accurate survey and inspection of the property, and easements or other uses of subject lands not

so visible from the surface.

3. Title is subject to any liability or loss due to environmental contamination by past uses of the property as a toxic hazardous waste site, or due to violation of any environmental protection law of any governmental body.
4. Title is subject to instruments of record being properly filed and indexed in the office of the Chancery Clerk where the property is located.
5. This is not a guarantee of title and is not an insurance policy on said property, and this opinion is for the use and benefit of only the party or parties to whom it is addressed and may not be availed of or relied upon by any other person(s) or entity.
6. Title is subject to the reverter provision in Special Warranty Deed executed by Thronson Investment Properties, LLC, to Lighthouse Rescue Mission, Inc., dated December 27, 2006, and recorded in Land Deed Book 1003 at Page 651.
7. Title is subject to Certification of Mississippi Landmark Designation, dated January 19, 1994, and recorded in Book 722 at Page 632.

ENCUMBRANCES

NONE.

TAXES

Taxes assessed by Forrest County, Mississippi for 2020 are due and owing, and would constitute a lien against said property if not paid by January 31, 2021.

2019 Forrest County ad valorem taxes for Parcel No. 2-029F-04-087.00, PPIN 15553, are **exempt**.

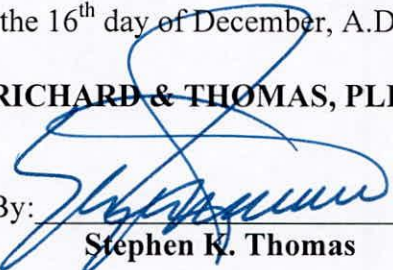
2019 Forrest County ad valorem taxes for Parcel No. 2-029F-04-088.00, PPIN 15554, are **exempt**.

JUDGMENTS

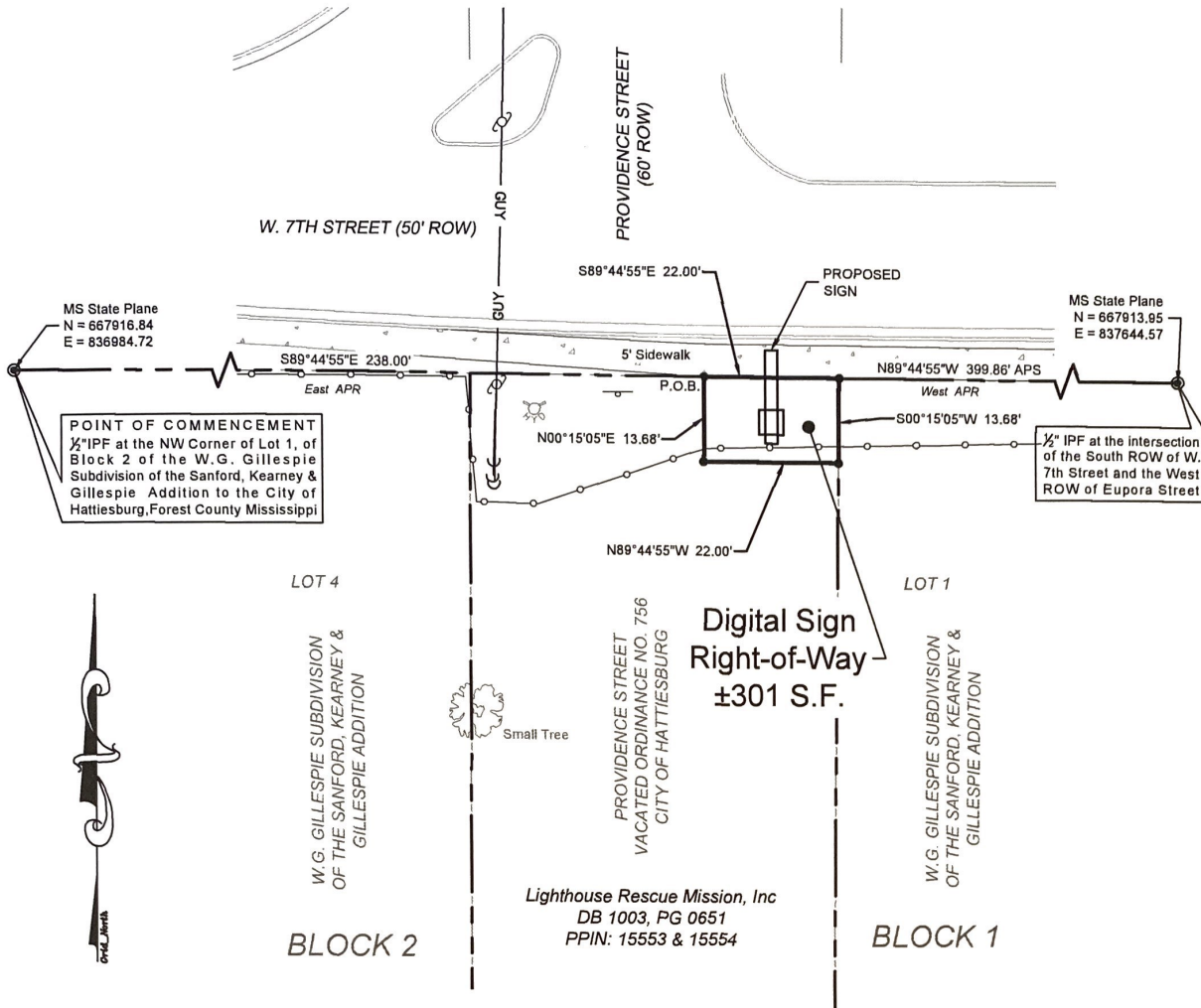
This opinion reflects only those judgments recorded on the Judgment Rolls in the office of the Circuit Clerk of Forrest County, Mississippi. As of this date, no such judgments appear.

This Opinion is certified through this, the 16th day of December, A.D., 2020.

RICHARD & THOMAS, PLLC

By: 

Stephen K. Thomas



LEGEND

	Road Sign
	Utility Pole
	Monument Set
	Monument Found
	Iron Pin Found
	Iron Pin Set
	Metal Pipe Found
	Point of Beginning
	As Per Survey
	As Per Record
	Chain Link Fence
	Ex. Right of Way Line
	Guy Wire

LEGAL DESCRIPTION:

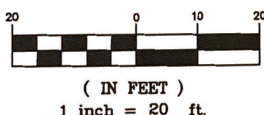
A parcel of land being located in the W.G. Gillespie Subdivision of the Sanford, Kearney & Gillespie Addition to the City of Hattiesburg, Forest County Mississippi, having bearings based upon Grid North derived from GPS observations and referenced to Mississippi State Plane Coordinate System (East Zone, NAD 83), with a convergence angle of (-)00° 14' 43.08" and using grid distances with a combined factor of 0.999971089 (determined at the Point of Commencement) and being more particularly described as follows:

Commence at a 1/2" iron pin found marking the Northwest corner of Lot 1, Block 1 of the said the W.G. Gillespie Subdivision of the Sanford, Kearney & Gillespie Addition to the City of Hattiesburg, said point having grid coordinates of N = 667916.84, E = 836984.72; thence run South 89° 44' 55" East along the South right of way of W. 7th Street for 238.00 feet to a 1/2" iron pin set to the POINT OF BEGINNING; thence continue South 89° 45' 55" East along said South right of way for 22.00 feet to a 1/2" iron pin set; thence leaving said South right of way, run South 00° 15' 05" West for 13.68 feet to a 1/2" iron pin set; thence North 89° 44' 55" West for 22.00 feet to a 1/2" iron pin set; thence North 00° 15' 05" East for 13.68 feet back to the Point of Beginning. Said parcel contains 301 square feet more or less.

REFERENCE MATERIAL

- DB 1003, PG 0651
- W.G. Gillespie Subdivision of the Sanford, Kearney & Gillespie Addition to the City of Hattiesburg

GRAPHIC SCALE



NOTES

- No record search of easements were conducted.
- All property corners set are 1/2" x 18" rebar with cap stamped COA 165 unless noted otherwise.
- North is based upon GPS observation referenced to Grid North, Mississippi State Plane Coordinated system, East Zone
- This topographic survey is limited to above ground structures and utilities and those underground utilities as located by the respective utility company. Additional underground utilities or structures may exist which are not included on this drawing. The engineer/surveyor assumes no responsibility for the accuracy of the location of underground utilities shown.
- North is based upon GPS observation, referenced to Mississippi State Plane Coordinate system.

Mississippi one call ticket number: 20071715181426 utilities notified:

Code	Name	Facility
MS3000	AT&T Distribution	Phone
MS9925	City of Hattiesburg	Sewer/Water
MS3081	Comcast Cable of Hattiesburg	Cable TV
MS1088	MS Power Co. Pine Belt	Electric
MS2065	Spire MS Inc. Hattiesburg	Gas
MS0013	Telepak DBA C Spire Fiber	Fiber
MS0184	Uniti Fiber - Southern Light 1	Fiber
MS0448	CN Railway Co.	Cable TV, Fiber
MS0223	Bay Springs Telephone Co., Inc	Phone

State Plane Zone: MS East-2301
 Datums: NAD 1983/NAVD 1988
 Combined Factor: 0.999971089
 Convergence Angle: -00° 14' 43.08"
 Reference Point: Point of Commencement



Clearpoint
 CONSULTING ENGINEERS, P.A.

6652 US Highway 98 I Hattiesburg, MS 39402
 t 601.261.2609 | f 601.261.5573 | clearpointengineers.com

PREPARED FOR:



Right-of-Way Survey

Lighthouse Rescue Mission, Inc.
 PPIN: 15553 and 15554

CCE NO.: 76242053

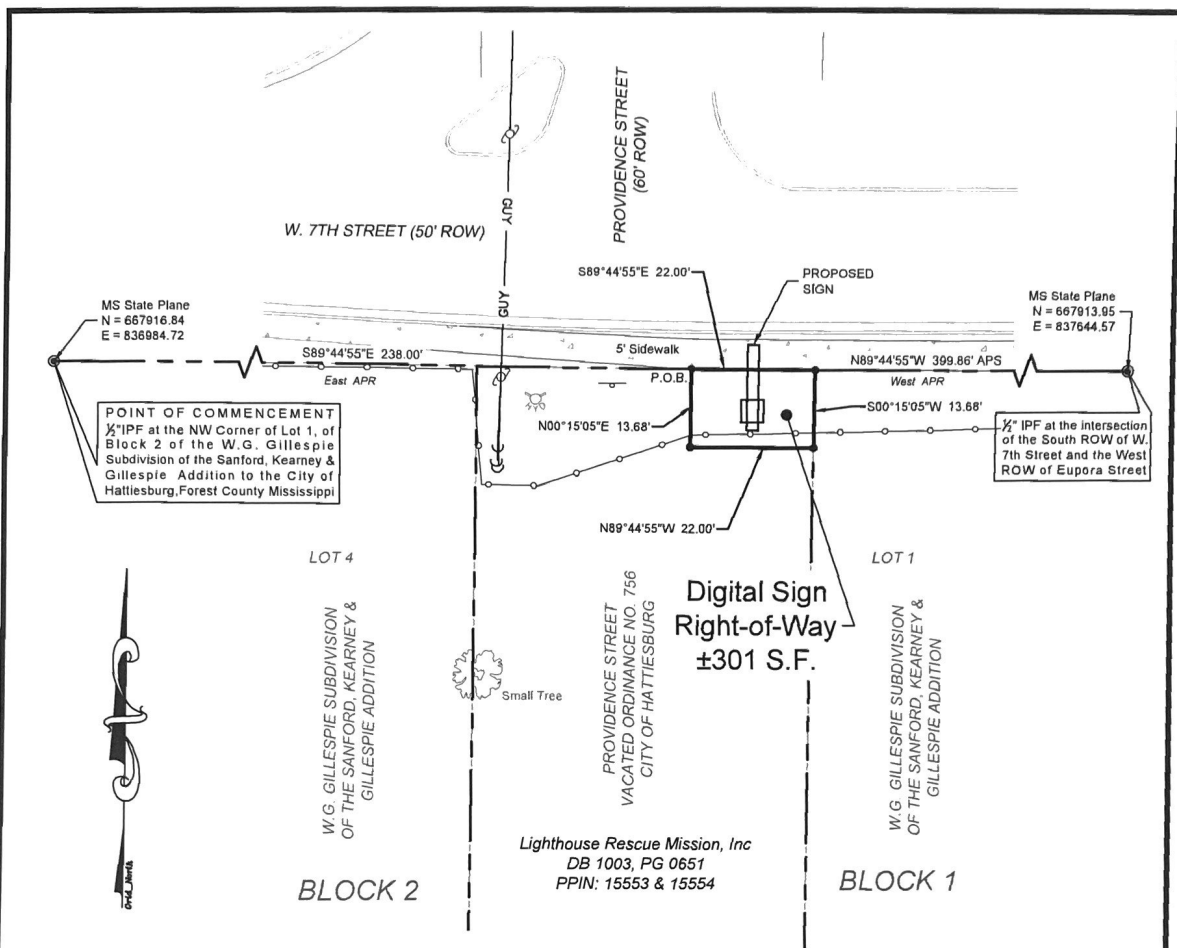
SCALE: 1" = 20'

DATE: 02/04/2021

CHECKED: RTB

DRAWN: JS

SHEET 1 OF 1



LEGEND

	Road Sign
	Utility Pole
	Monument Set
	Monument Found
	Iron Pin Found
	Iron Pin Set
	Metal Pipe Found
	Point of Beginning
	As Per Survey
	As Per Record
	Chain Link Fence
	Ex. Right of Way Line
	Guy Wire

LEGAL DESCRIPTION:

A parcel of land being located in the W.G. Gillespie Subdivision of the Sanford, Kearney & Gillespie Addition to the City of Hattiesburg, Forest County Mississippi, having bearings based upon Grid North derived from GPS observations and referenced to Mississippi State Plane Coordinate System (East Zone, NAD 83), with a convergence angle of (-)00° 14' 43.08" and using grid distances with a combined factor of 0.999971089 (determined at the Point of Commencement) and being more particularly described as follows:

Commence at a 1/2" iron pin found marking the Northwest corner of Lot 1, Block 1 of the said the W.G. Gillespie Subdivision of the Sanford, Kearney & Gillespie Addition to the City of Hattiesburg, said point having grid coordinates of N = 667916.84, E = 836984.72; thence run South 89° 44' 55" East along the South right of way of W. 7th Street for 238.00 feet to a 1/2" iron pin set to the POINT OF BEGINNING; thence continue South 89° 45' 55" East along said South right of way for 22.00 feet to a 1/2" iron pin set; thence leaving said South right of way, run South 00° 15' 05" West for 13.68 feet to a 1/2" iron pin set; thence North 89° 44' 55" West for 22.00 feet to a 1/2" iron pin set; thence North 00° 15' 05" East for 13.68 feet back to the Point of Beginning. Said parcel contains 301 square feet more or less.

REFERENCE MATERIAL

- DB 1003, PG 0651
- W.G. Gillespie Subdivision of the Sanford, Kearney & Gillespie Addition to the City of Hattiesburg

GRAPHIC SCALE



(IN FEET)
1 inch = 20 ft.

NOTES

- No record search of easements were conducted.
- All property corners set are 1/2" x 18" rebar with cap stamped COA 165 unless noted otherwise.
- North is based upon GPS observation referenced to Grid North, Mississippi State Plane Coordinated system, East Zone
- This topographic survey is limited to above ground structures and utilities and those underground utilities as located by the respective utility company. Additional underground utilities or structures may exist which are not included on this drawing. The engineer/surveyor assumes no responsibility for the accuracy of the location of underground utilities shown.

Mississippi one call ticket number: 20071715181426 utilities notified:

Code	Name	Facility
MS3000	AT&T Distribution	Phone
MS9925	City of Hattiesburg	Sewer/Water
MS3081	Comcast Cable of Hattiesburg	Cable TV
MS1088	MS Power Co. Pine Belt	Electric
MS2065	Spire MS Inc. Hattiesburg	Gas
MS0013	Telepak DBA C Spire Fiber	Fiber
MS0184	Unifi Fiber - Southern Light 1	Fiber
MS0448	CN Railway Co.	Cable TV, Fiber
MS0223	Bay Springs Telephone Co., Inc	Phone

- North is based upon GPS observation, referenced to Mississippi State Plane Coordinate system.

State Plane Zone: MS East-2301
Datums: NAD 1983/NAVD 1988
Combined Factor: 0.999971089
Convergence Angle: -00° 14' 43.08"
Reference Point: Point of Commencement



Clearpoint
CONSULTING ENGINEERS, P.A.

6652 US Highway 98 | Hattiesburg, MS 39402
t 601.261.2609 | f 601.261.5573 | clearpointengineers.com



PREPARED FOR: **Right-of-Way Survey**
Lighthouse Rescue Mission, Inc.
PPIN: 15553 and 15554

CCE NO: 76242053

SCALE: 1" = 20'

DATE: 02/04/2021

CHECKED: RTB

DRAWN: JS

SHEET 1 OF 1

STATE OF MISSISSIPPI

COUNTY OF FORREST

STATE OF MISSISSIPPI
FORREST COUNTY
I CERTIFY THE INSTRUMENT
WAS FILED AND RECORDED

1121002
2006 DEC 27 PM 12:44

WITNESS MY HAND AND SEAL
JIMMY C. HAVARD
CHANCERY CLERK

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION OF the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt, adequacy and sufficiency of all of which are hereby irrevocably acknowledged and confessed, **Thronson Investment Properties, LLC**, a Mississippi limited liability company, Grantor herein, subject to the reverter described hereinbelow, do hereby grant, convey and specially warrant unto **Lighthouse Rescue Mission, Inc.**, a Mississippi non-profit corporation, Grantee herein, the following described real property lying and being situated in the County of Forrest, State of Mississippi and being more particularly described as follows, to-wit:

Entire blocks One (1) and Two (2) and that apportion of Providence Street lying between said two blocks and the East and West alleys in said two blocks, said street and alleys having been heretofore vacated by Ordinance No. 756 of the City of Hattiesburg, Mississippi, all in the W. G. Gillespie Subdivision of the Sanford, Kearney & Gillespie Addition to the said City of Hattiesburg, located in the West Half of the Southeast Quarter of Section Four, Township Four North of Range Thirteen West, together with the improvements and appurtenances thereunto belonging.

Title to the property hereinabove described will revert to the Grantor herein, **Thronson Investment Properties, LLC**, pursuant to any one of the following:

- (1) if at any time the Grantee ceases to function as an organization described in Section 501(c)(3) of the Internal Revenue Code;

1003 PAGE 0651

(2) if at any time the Grantee ceases to use the property described hereinabove for its current purpose of providing relief to the homeless, poor and/or underprivileged; or

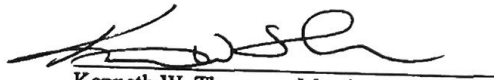
(3) at the expiration of three (3) years from the date hereof.

Title to the property described hereinabove will automatically revert and vest in **Thronson Investment Properties, LLC** upon the filing of an Affidavit by Kenneth W. Thronson, the Company's Member, or his successor, attesting to the occurrence of one of the above-described conditions.

This deed is prepared without the benefit of a title opinion at the request of the Grantee.

WITNESS THE SIGNATURE of the Grantor on this, the 27th day of December, 2006.

THRONSON INVESTMENT PROPERTIES, LLC

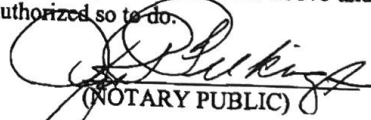

Kenneth W. Thronson, Member

STATE OF MISSISSIPPI

COUNTY OF Lamar

Personally appeared before me, the undersigned authority in and for the said county and state, on this 27th day of December, 2006, within my jurisdiction, the within named Kenneth W. Thronson, who acknowledged that he is the Sole Member of **Thronson Investment Properties, LLC**, a Mississippi limited liability company, and that for and on behalf of the said limited liability company, he executed the above and foregoing instrument, after first having been duly authorized so to do.




(NOTARY PUBLIC)

1003 PAGE 0652

Grantor Address:

*416 Maple Drive
Petal, MS 39465
(601) 582-5900

Grantee Address:

206 Europa Street
Hattiesburg, MS 39401
(601) 582-5900

Indexing Instructions to Chancery Clerk:

Please record and index on the Direct/Reverse Alphabetical Land Deed Index and on the Sectional Index for Forrest County, Mississippi:

Entire blocks one (1) and two (2) and a portion of Providence Street and the east and west alleys in said two blocks, all in the W.G. Gillespie Subdivision of the Sanford, Kearney & Gillespie addition to the city of Hattiesburg, located in the West ½ of the Southeast ¼ of Section 4, Township 4 North, Range 13 West.

This Instrument Prepared By:

Robert T. Jackson, Jr.
JACKSON, BOWMAN & BLUMENTRITT, PLLC
Post Office Box 15517
Hattiesburg, Mississippi 39404-5517
Telephone: (601) 264-3309
MSB# 9377

STATE OF MISSISSIPPI

COUNTY OF FORREST

STATE OF MISSISSIPPI
FORREST COUNTY
I CERTIFY THE INSTRUMENT
WAS FILED AND RECORDED
110887
2006 MAR -8 PM 4:01
WITNESS MY HAND AND SEAL
JIMMY C. HAVARD
CHANCERY CLERK

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt, adequacy and sufficiency of all of which is hereby irrevocably acknowledged and confessed, **Lighthouse Rescue Mission, Inc.**, a Mississippi non-profit corporation, Grantor herein, does hereby grant, bargain, sell, convey and specially warrant unto **Thronson Investment Properties, LLC**, a Mississippi limited liability company, Grantee herein, the following described real property lying and being situated in Forrest County, Mississippi, and being more particularly described as follows, to-wit:

Entire blocks One (1) and Two (2) and that apportion of providence Street lying between said two blocks and the East and West alleys in said two blocks, said street and alleys having been heretofore vacated by Ordinance No. 756 of the City of Hattiesburg, Mississippi, all in the W. G. Gillespie Subdivision of the Sanford, Kearney & Gillespie Addition to the said City of Hattiesburg, located in the West Half of the Southeast Quarter of Section Four, Township Four North of Range Thirteen West, together with the improvements and appurtenances thereunto belonging.

This conveyance and the warranty hereof is subject to the following:

- (i) Current year's ad valorem taxes and rollback taxes, if any;
- (ii) Matters of record, licenses, rights of way, easements, conditions restrictions, reservations of mineral rights, zoning laws, ordinances, regulations, and other matters affecting the Property;

BOOK 0983 PAGE 0161

- (iii) Any state of facts which an accurate survey or an inspection of the Property would reveal, including, but not limited to, the location of boundary lines, improvements and encroachments, if any; and
- (iv) Prior reservations or conveyances of oil and gas and other minerals or mineral leases of any kind and character.

To have and to hold the within described Property, together with the privileges and appurtenances thereunto properly belonging, and subject to the exceptions herein contained and referred to, unto the Grantee, its successors and assigns forever.

WITNESS THE SIGNATURE of the Grantors on this, the 6th day of January, A.D., 2006.

Lighthouse Rescue Mission, Inc.
A Mississippi Non Profit Corporation

By Guy Foret
Guy Foret
Its: Secretary

Attest:
By: Lisa D. Ants
Its: President

(Corporate Seal)

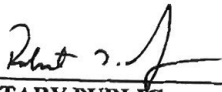
BOOK 0983 PAGE 0162

STATE OF MISSISSIPPI

COUNTY OF _____

PERSONALLY appeared before me, the undersigned authority in and for the said county and state, on the 6th day of January, 2006, within my jurisdiction, the within named **Guy Foret** who acknowledged that he is the Secretary of **Lighthouse Rescue Mission, Inc.**, a Mississippi Non-Profit Corporation, and that for and on behalf of the said company, and as its act and deed, he executed the above and foregoing instrument for the purposes mentioned on the day and year therein mentioned, after first having been duly authorized by said company so to do.

Witness my signature and seal of office on this the 6th day of January, A.D. 2006.



NOTARY PUBLIC

MY COMMISSION EXPIRES

Grantor's Address:

Lighthouse Rescue Mission
206 Europa Street
Hattiesburg, MS 39401
(601) 582-5900



Grantee's Address:

Kenneth W. Thronson
416 Maple Drive
Petal, MS 39465
(601) 582-5900

INDEXING INSTRUCTIONS:

Entire blocks one (1) and two (2) and a portion of Providence Street and the east and west alleys in said two blocks, all in the W.G. Gillespie Subdivision of the Sanford, Kearney & Gillespie addition to the city of Hattiesburg, located in the West ½ of the Southeast ¼ of Section 4, Township 4 North, Range 13 West.

Prepared by:

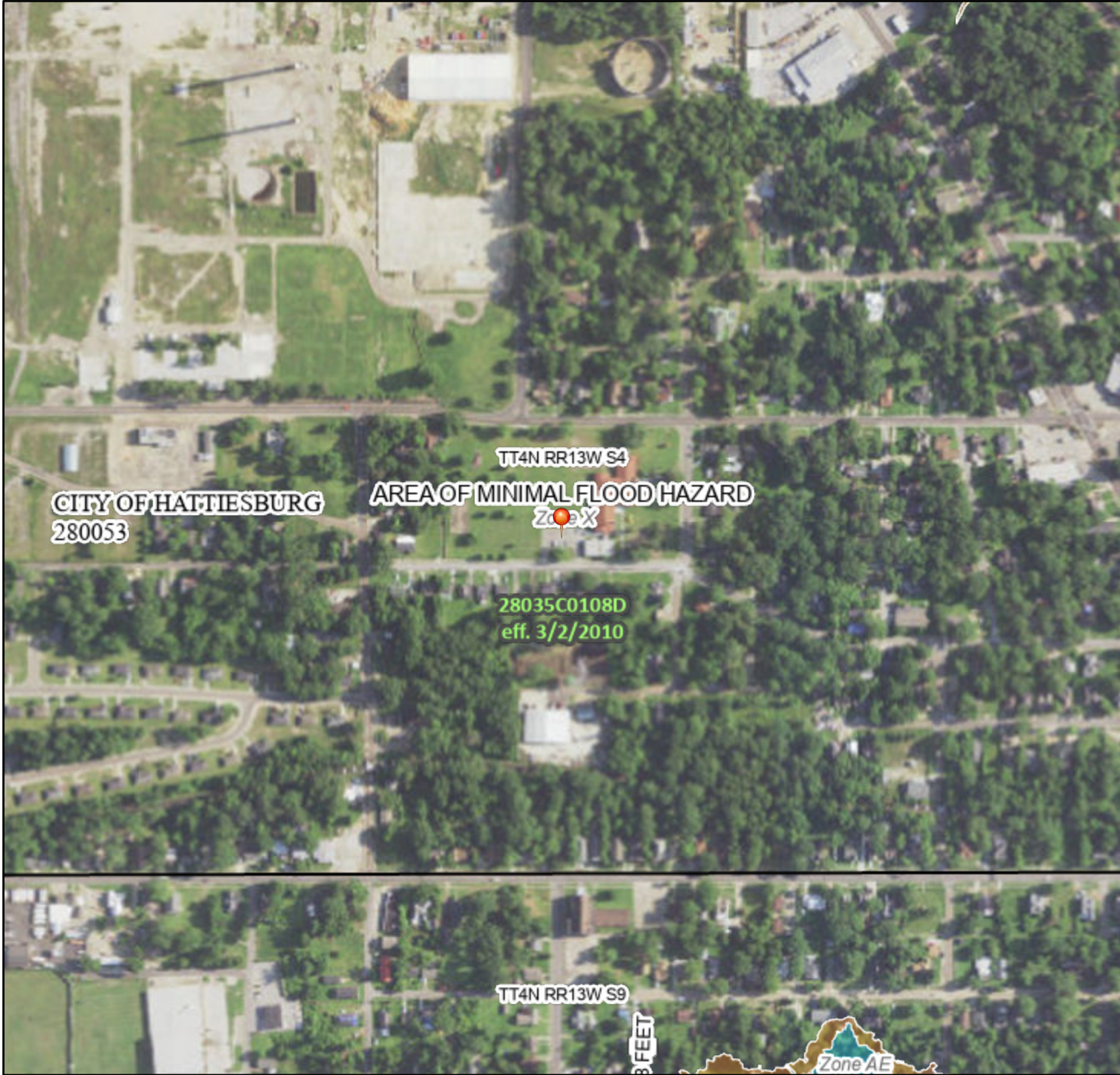
Robert T. Jackson, Jr.
Jackson, Bowman & Blumentritt, PLLC
Post Office Box 15517
Hattiesburg, MS 39404-5517
(601) 264-3309

BOOK 0983 PAGE 0163

National Flood Hazard Layer FIRMMette



89°18'33"W 31°20'20"N



0 250 500 1,000 1,500 2,000 Feet 1:6,000 89°17'55"W 31°19'50"N
Basemap: USGS National Map: Orthoimagery: Data refreshed October, 2020

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS		Without Base Flood Elevation (BFE) Zone A, V, A99
		With BFE or Depth Zone AE, AO, AH, VE, AR
		Regulatory Floodway
OTHER AREAS OF FLOOD HAZARD		0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
		Future Conditions 1% Annual Chance Flood Hazard Zone X
		Area with Reduced Flood Risk due to Levee. See Notes. Zone X
		Area with Flood Risk due to Levee Zone D
OTHER AREAS		NO SCREEN Area of Minimal Flood Hazard Zone X
		Effective LOMRs
		Area of Undetermined Flood Hazard Zone D
GENERAL STRUCTURES		Channel, Culvert, or Storm Sewer
		Levee, Dike, or Floodwall
OTHER FEATURES		20.2 Cross Sections with 1% Annual Chance Water Surface Elevation
		17.5
		Coastal Transect
		Base Flood Elevation Line (BFE)
		Limit of Study
		Jurisdiction Boundary
		Coastal Transect Baseline
		Profile Baseline
MAP PANELS		Digital Data Available
		No Digital Data Available
		Unmapped



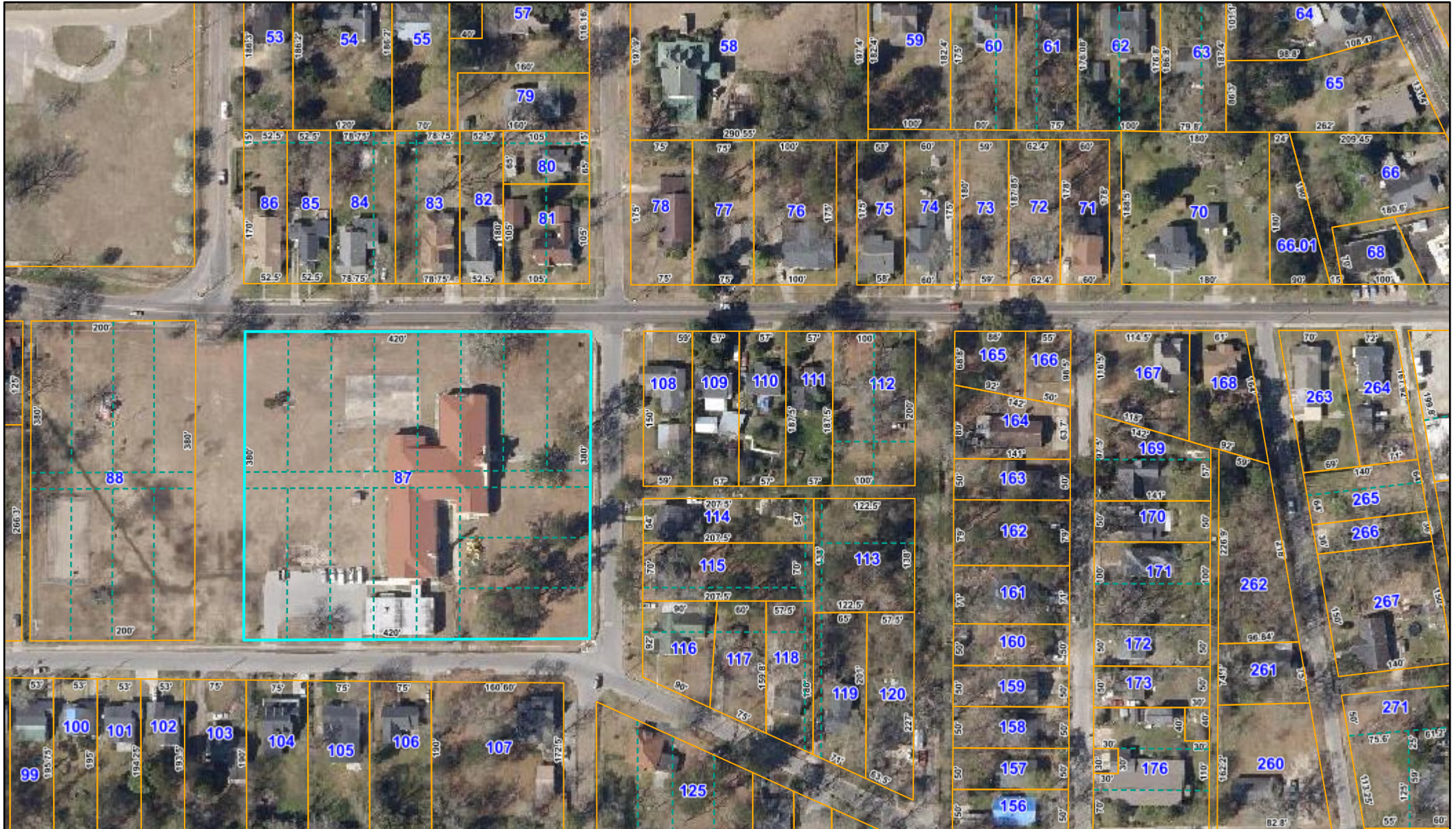
The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 3/18/2021 at 3:32 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

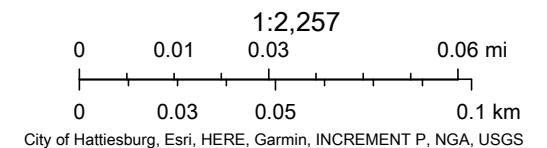
This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

PPIN 15553



2/9/2021, 4:05:39 PM

- Parcels
- LOTLINE
- Imagery2015



Forrest County Mississippi



Delta Computer Systems, Inc.

Property Appraisal Link

FORREST COUNTY, MS

Current Date **3/ 2/2021**Tax Year **2019**

APPRAISAL INQUIRY
PARCEL 2-029F-04-087.00 **ALT PARCEL NUMBER** 227 -0284-001-001.00
PPIN 015553 **SKETCH** 1
OWNER NAME LIGHTHOUSE RESCUE MISSION INC
OWNER ADDRESS 206 EUROPA STREET
 HATTIESBURG MS39401
PROPERTY ADDRESS 2207 W 7TH STREET
PROPERTY IS VACANT (Y/N) N
FIELD WORK BY CH DATE: 1/ 1/1982
CLASS BY DATE: //
REVIEWED BY SB DATE: 2/23/2009
REALTOR CODE

LEGAL DESCRIPTION

1 ALL LTS BLK 1
 2 PREV #:H0284-01-001

Block 001 Section 04 Township 04N Range 13W
Book 1003 Page 651 Type SW Date 12/27/2006
Book 0983 Page 161 Type SW Date 1/ 6/2006
Book 0996 Page 317 Type SW Date 11/21/2005

LOT INFORMATION**LOT CODE** 0284 **LOT SIZE** 420 X 380 **LOT VALUE** 82820

<u>CODE</u>	<u>FRONT FT</u>	<u>DEPTH</u>	<u>PRICE</u>	<u>DEPTH TABLE</u>	<u>DEPTH %</u>	<u>ADJ. %</u>	<u>DESCRIPTION</u>	<u>ADJ PRICE</u>	<u>APPRAISED</u>	<u>CLASS</u>
0284	420.00	380	170.00	9	1.16	1.00		197.20	82820	1

ACRE INFORMATION

ACRES TYPE QUAL CLASS PRICE CODE UNCULTIVATED CODE PRICE ADJ. % DESCRIPTION APPRAISED MARKET
 *** NO ACREAGE INFO ***

ACREAGE VALUE **OVERALL VALUE** 82820
LAND USE CODE CLASS 1
LAND USE CODE CLASS 2

BUILDING DESCRIPTIONS

<u>NUMBER</u>	<u>CODE</u>	<u>BUILDING DESCRIPTION</u>	<u>VALUE</u>	<u>ELIGIBLE CLASS 1</u>
*** NO BUILDING INFO ***				

TOTAL PARCEL VALUE 82820
[Back](#)

Forrest County Mississippi



Delta Computer Systems, Inc.

Property Appraisal Link

FORREST COUNTY, MS

Current Date **3/ 2/2021**Tax Year **2019**

APPRAISAL INQUIRY
PARCEL 2-029F-04-088.00 **ALT PARCEL NUMBER** 227 -0284-002-001.00
PPIN 015554 **SKETCH** 1
OWNER NAME LIGHTHOUSE RESCUE MISSION INC
OWNER ADDRESS 206 EUROPA STREET
 HATTIESBURG MS39401
PROPERTY ADDRESS 2207 W 7TH STREET
PROPERTY IS VACANT (Y/N) N
FIELD WORK BY CH DATE: 1/ 1/1982
CLASS BY DATE: //
REVIEWED BY SB DATE: 2/23/2009
REALTOR CODE

LEGAL DESCRIPTION

1 ALL LTS BLK 2
 2 PREV #:H0284-02-001

Block 002 Section 04 Township 04N Range 13W
Book 1003 Page 651 Type SW Date 12/27/2006
Book 0983 Page 161 Type SW Date 1/ 6/2006
Book 0996 Page 317 Type SW Date 11/21/2005

LOT INFORMATION**LOT CODE** 0284 **LOT SIZE** 200 X 380 **LOT VALUE** 39440

<u>CODE</u>	<u>FRONT FT</u>	<u>DEPTH</u>	<u>PRICE</u>	<u>DEPTH TABLE</u>	<u>DEPTH %</u>	<u>ADJ. %</u>	<u>DESCRIPTION</u>	<u>ADJ PRICE</u>	<u>APPRAISED</u>	<u>CLASS</u>
0284	200.00	380	170.00	9	1.16	1.00		197.20	39440	1

ACRE INFORMATION

ACRES TYPE QUAL CLASS PRICE CODE UNCULTIVATED CODE PRICE ADJ. % DESCRIPTION APPRAISED MARKET
 *** NO ACREAGE INFO ***

ACREAGE VALUE **OVERALL VALUE** 39440
LAND USE CODE CLASS 1
LAND USE CODE CLASS 2

BUILDING DESCRIPTIONS

<u>NUMBER</u>	<u>CODE</u>	<u>BUILDING DESCRIPTION</u>	<u>VALUE</u>	<u>ELIGIBLE CLASS 1</u>
*** NO BUILDING INFO ***				

TOTAL PARCEL VALUE 39440[View Tax](#)[Back](#)

QUALIFICATIONS OF ZACHARY H. FAIRLEY

Professional Designations & Affiliations

- ◆ Licensed Real Estate Appraiser in the State of Mississippi, #LA-1868
- ◆ Practicing Affiliate of the Appraisal Institute (#563759)

Related Job Experience

Zac Fairley Appraisals, LLC December 2019 – Present

Owner - Appraise all forms of real estate, including commercial, industrial, residential, multi-family, subdivision developments, rights-of-way, partial interest, and timber land properties.

Collins and Null Appraisals, Inc. April 2007- October 2019

Real Estate Appraiser - Appraise all forms of real estate, including commercial, industrial, residential, rights-of-way, partial interest and timber land. Also includes preparation of documents for court proceedings, review of peer appraisals and expert witness testimony.

Academic Background

Petal High School- Petal, MS - (2003)

High School Diploma

Jones County Junior College - (2005)

Associate of Arts Degree in Business Administration

The University of Southern Mississippi - (2012)

Bachelor of Science in Business Administration (Real Estate, Finance)

Professional Education

Appraisal Principles Course (110) - Dallas, TX	Appraisal Institute	2012
Appraisal Procedures Course (120) - Dallas, TX	Appraisal Institute	2012
Standards of Professional Practice, USPAP - Dallas, TX	Appraisal Institute	2012
Business Practices & Ethics (MAB #49249) Online	Appraisal Institute	2013
General Site Valuation and Cost Approach - Houston, TX	Appraisal Institute	2013
Residential Market Analysis and Highest & Best Use (MAB #7325)	Appraisal Institute	2014

Parcel No. 2-029F-04-087.00

Project

Dynamic Message Sign

Appraisal Report

Residential Site Valuation and Cost Approach (MAB #49132)	Appraisal Institute	2014
Residential Sales Comparison and Income Approach	Appraisal Institute	2014
Residential Report Writing and Case Studies	Appraisal Institute	2014
Condemnation Appraising: Principles & Applications (MAB #49179)	Appraisal Institute	2015
USPAP Update (2016-2017)	Appraisal Institute	2016
105 The Uniform Act - Executive Summary	MDOT	2016
General Appraiser Sales Comparison Approach (MAB#49264)	Appraisal Institute	2017
Real Estate Finance, Statistics, and Valuation Modeling (MAB#49442)	Appraisal Institute	2018
USPAP Update (2018-2019)	Appraisal Institute	2018
General Appraiser Income Approach, Part 1 (MAB#49573)	Appraisal Institute	2018
General Appraiser Income Approach, Part 2 (MAB#49342)	Appraisal Institute	2019
General Appraiser Market Analysis & Highest and Best Use (MAB#49647)	Appraisal Institute	2020
Valuation Impacts from Covid-19	Appraisal Institute	2020
General Appraiser Report Writing & Case Studies (MAB#49729)	Appraisal Institute	2020
Advanced Income Capitalization (MAB#49604)	Appraisal Institute	2020





Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, April 6, 2021

Re: Authorize acquisition of a portion of a parcel of property identified as Forrest County Parcel No. 2-029G-03-609.00 (PPIN 018818) for the Dynamic Message Sign Project; Acknowledge receipt of Appraisal Report; Determine the appraisal valuation of \$1,765.00 to be Just Compensation for the aforementioned portion of the parcel; Authorize Mayor to make a Fair Market Value Offer for the property of \$1,765.00; Authorize Mayor to execute any and all documents required to complete the transaction; Authorize issuance of a manual check in payment thereof upon closing of transaction.
File Number: 2021-307
Minute Book #

Summary

Authorize acquisition of a portion of a parcel of property identified as Forrest County Parcel No. 2-029G-03-609.00 (PPIN 018818) for the Dynamic Message Sign Project; Acknowledge receipt of Appraisal Report; Determine the appraisal valuation of \$1,765.00 to be Just Compensation for the aforementioned portion of the parcel; Authorize Mayor to make a Fair Market Value Offer for the property of \$1,765.00; Authorize Mayor to execute any and all documents required to complete the transaction; Authorize issuance of a manual check in payment thereof upon closing of transaction.

Recommendation Statement

I recommend approval of this item.

Please place this on the April 6, 2021 City Council meeting for consideration.

APPRAISAL REPORT

Parcel Number(s) 2-029G-03-609.00
Owner H L & C – Hattiesburg/West 4th, LLC
Vacant / Occupied / Leased Vacant
County Forrest
Project Name Dynamic Message Sign Project
Effective Date of the Appraisal March 6th, 2021
Report Date March 16th, 2021
Report Requested for Original Appraisal

Prepared For



The City of Hattiesburg
c/o Lamar Rutland, Director of Engineering
P.O. Box 1898
Hattiesburg, MS 39403

This Appraisal Report Was Prepared By



ZAC FAIRLEY APPRAISALS & CONSULTING

601-466-2750 ZFAPPRaiser@GMAIL.COM

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Appraisal Report

Parcel No. 2-029G-03-609.00
Project Dynamic Message Sign Project
County Forrest
Owner(s): H L & C – Hattiesburg/West 4th, LLC **Address:** 506 Barkley Road
Phone: Melissa Miller – (601-606-5329) Hattiesburg, MS 39401

Estate Appraised: ☒ Fee Area of Whole Tract 9,751 Sq. Ft.
 ☐ Easement Area of Remaining Tract 9,483 Sq. Ft.
 ☐ Other Area to be Acquired 268 Sq. Ft.

Within the scope of the assignment and consistent with USPAP Standard Rules 1 and 2-2, the following analyses, opinions and conclusions have been developed and are reported in this **Appraisal Report**. Within the Scope of Work which is described in more detail later in this report, it may be necessary to invoke the Jurisdictional Exception Rule of the USPAP in certain instances so as to maintain conformity with the Uniform Appraisal Standards for Federal Land Acquisitions, and compliance with certain laws of the State of Mississippi, and certain Federal Regulations promulgated pursuant to The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L. 91-646, as amended, 42 U.S.C §4601, et seq., and regulations promulgated pursuant thereto found at 49 C.F.R. Part 24.

Property Owner Contact Record

Subject Property Inspection Dates: 3/01/2021, 3/06/2021

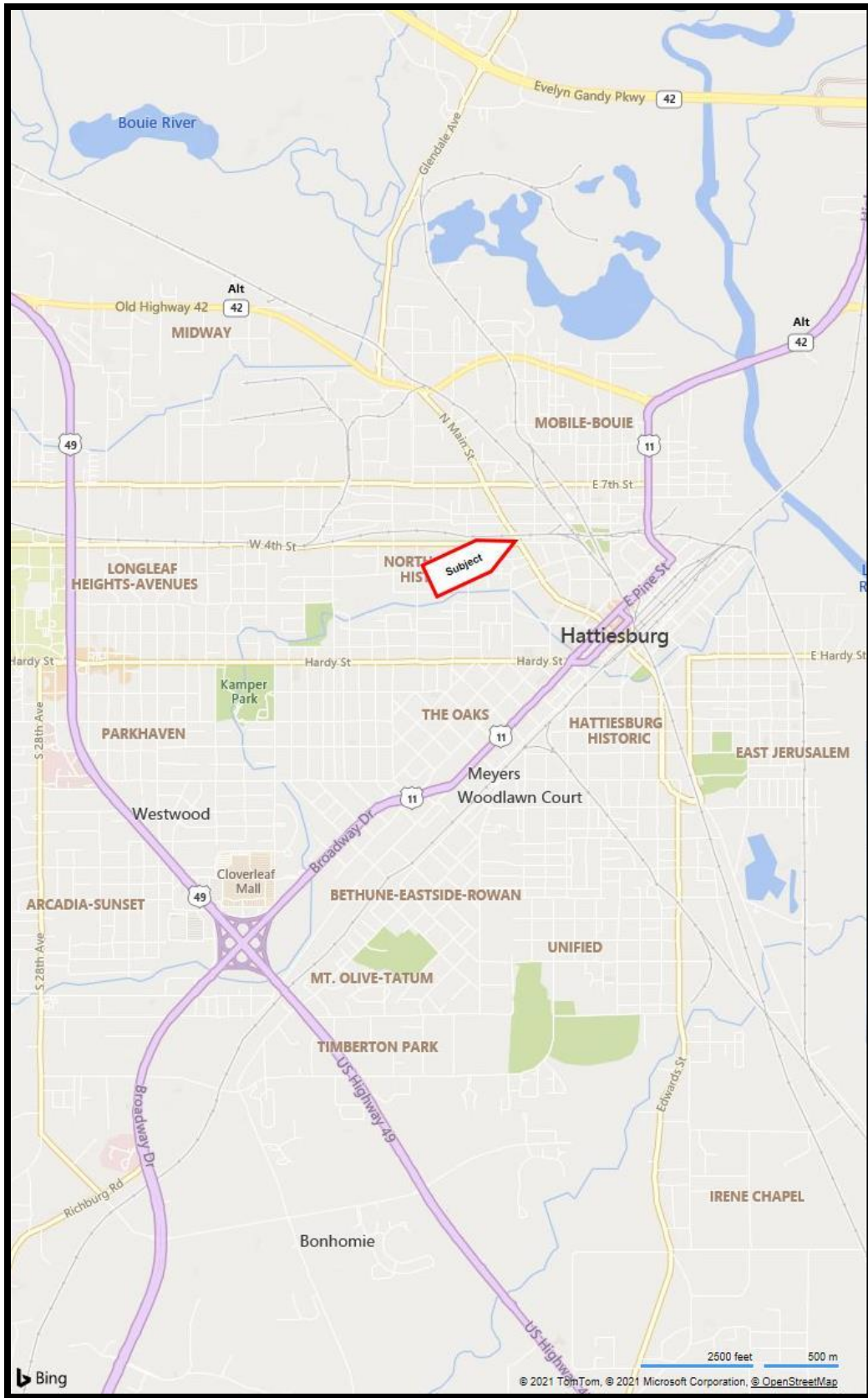
The property owner or their designated representative **was** offered an opportunity to accompany the appraiser performing this appraisal during the appraisal inspection of the property. A Right of Way Acquisition Guide was **mailed** to the property owner on February 19, 2021. *(If opportunity was not offered, explain in comments)*

Contact Comments								
A packet was certified mailed to the property owner with their listed business address on February 19th, 2021. This packet included a letter containing a description of the project, a right-of-way plat, as well as, a right-of-way acquisition guide. The letter also offered the property owner an opportunity to accompany the appraiser performing this appraisal during the appraisal inspection of the property. I spoke with Melissa Miller (601-606-5329) on February 23rd, 2021. Ms. Miller stated, her father owns the property and that she had received the packet mailed on February 19th, 2021. She stated that she wanted to meet on the property on March 6, 2021. I performed an onsite inspection of the property on March 1, 2021. This included an exterior inspection of the building and site, physically measuring the building, viewing the proposed right-of-way area, and documenting the inspection with photographs. On March 4th, 2021, I contacted Ms. Miller and left a voice message to confirm the scheduled property meeting. Ms. Miller did not attend the scheduled meeting on March 6th, 2021. The property was reinspected the property on March 6th, 2021. I was unable to access the interior of the building.								
Is the Property being Leased or Rented? No								
<table style="width: 100%; border: none;"> <tr> <td style="border: none;">Lessor:</td> <td style="border: none; width: 40%;"></td> <td style="border: none;">Lessee:</td> <td style="border: none; width: 60%;"></td> </tr> <tr> <td style="border: none;">Terms of Lease:</td> <td style="border: none;"></td> <td style="border: none;"></td> <td style="border: none;"></td> </tr> </table>	Lessor:		Lessee:		Terms of Lease:			
Lessor:		Lessee:						
Terms of Lease:								

Appraiser:  **Date:** 3/16/2021
 (signature)
 (print name) Zachary H. Fairley
 (license type) State Licensed Real Estate Appraiser # LA-1868

Appraiser:  **Date:** 3/16/2021
 (signature)
 (print name) Gerald Collins
 (license type) State Certified General Real Estate Appraiser # GA-35

Parcel No. 2-029G-03-609.00 **Project** Dynamic Message Sign Project
 Appraisal Report



Summary of Facts and Findings

Parcel No. 2-029G-03-609.00

Property Owner: H L & C – Hattiesburg/West 4th, LLC
Address: 506 Barkley Road, Hattiesburg, MS 39401
Phone: (601) 606-5329

Identification of the Property Appraised:

Brief description of property identification, such as Section, Township, Range, Lot and Block, Street Address, etc.

The subject property is located at the corner of East 4th Street and Main Street, in Hattiesburg, Forrest County. According to the Forrest County Tax Assessor's records, the site area contains 9,751 square feet. This was considered accurate and used as the site area in our report. If provided a survey, indicating a different acreage, we reserve the right to alter our appraisal accordingly. The property was considered to have a highest and best use of commercial.

The legal description identifies the property as a part of Lots 2, 3, and 4, Block 100, Kamper & Whinnery Survey or Addition, being a part of the S1/2 of the SW1/4, Section 3, Township 4 North, Range 13 West, all being in the City of Hattiesburg, Forrest County, Mississippi.

Estate Appraised:

(Fee, Easement, Other)

Fee Simple

Size of the Whole Tract (Before):

9,751 Sq. Ft.

Size of the Remaining Parcel (After):

9,483 Sq. Ft.

Size of the Area to be Acquired:

268 Sq. Ft.

Highest and Best Use Before (Whole Tract):

Commercial

Highest and Best Use After (Whole Tract):

Commercial

Unit Value of the Land (Before)

\$3.25 / SF

Unit Value of the Land (After)

\$3.25 / SF

Improvements:

(Briefly describe the improvements, such as, single family house, shed, barn, etc.)(List any personal property not covered in the appraisal report.)

There is a +/-3,136 square foot (GBA) masonry block commercial building, built in 1965 located on the property. I was unable to access the interior of the building and only an exterior inspection was performed. The exterior of the building appears to have been recently updated with stucco and new paint. The building has three doors on the front and lacks windows. It appears the building has been vacant for an extensive period and was considered to be in fair condition.

The building is approximately 20' from the existing right-of-way at its closest point in the before condition. These improvements are not being affected and were not valued in this report. For this reason, the valuation of the building was not included in this report. The value stated in this report is the land value only. There is a paved parking area on two sides of the building. The property has good visibility and access to East 4th Street and Main Street.

The commercial building will be located +/- 6.7' from the proposed right of way in the after condition.

Total Before Value:	\$32,585
Total After Value:	\$30,820
Just Compensation:	\$1,765

Allocation of Compensation for All interest: <i>(List all interest such as Q interest, Temporary Easements, Warranty Deeds, etc.)</i>				
Parcel No.	Land	Improvements	Damages	Total
2-029G-03-609.00	\$875	\$890 - Paving		\$1,765

Effective Date of the Appraisal:	3/06/2021
Date of Report:	3/16/2021

Certification of Appraiser

I certify that, to the best of my knowledge and belief:

The statements of fact contained in this report are true and correct; The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and legal instructions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions;

I have no present or prospective interest in the property appraised and no personal interest or bias with respect to the parties involved;

Neither my engagement or my compensation for completing this appraisal assignment was contingent upon my developing or reporting a predetermined result, predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal;

The real property appraisal documented in this appraisal report was completed in accordance with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 USC 4601 et seq.), and requirements for appraisals as outlined in 49 CFR 24, Subpart B, dated January 4, 2005. To the extent appropriate under the Laws of the State of Mississippi, the real property appraisal documented in this appraisal report was completed in conformity with the Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA), which are compatible with standards and practices of the Appraisal Foundation's Uniform Standards of Professional Appraisal Practice (USPAP), except to the extent that compliance with the Uniform Act, 49 CFR 24, and the UASFLA required invocation of the (USPAP) Jurisdictional Exception Rule in certain instances, so as to conform with the over-riding federal law relating to the valuation of real estate for government acquisition purposes.

This appraisal conforms with the appropriate State laws, regulations, policies, and procedures applicable to the appraisal of rights of way for highway purposes;

Unless expressly stated otherwise in this report, I made a personal inspection of the property appraised and the property owner, or his/her designated represented, was given the opportunity to accompany me on the inspection;

Zac Fairley has made a personal inspection of the property that is the subject of this report on March 1st, 2021 and again on March 6th, 2021. Gerald Collins did not inspect the property.

Any decrease or increase in the fair market value of the real property prior to the date of valuation caused by the public improvement for which such property is to be acquired, or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner, was disregarded in determining the compensation for the property;

No one provided significant professional assistance to me in the performance of this appraisal except for the following named individuals: None;

I have not performed any services regarding the subject property in within the three (3) year period immediately preceding acceptance of the assignment, as an appraiser or any other capacity;

I have not revealed the findings and results of this appraisal report to anyone other than the proper officials of the City of Hattiesburg and I will not do so until authorized by the Department or until required by law.

My analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with Uniform Standards of Professional Appraisal Practice, as promulgated by the Appraisal Foundation;

Zac Fairley is licensed by the State of Mississippi as a Licensed Real Estate Appraiser, License No. LA-1868. Gerald Collins is certified by the State of Mississippi as a General Real Estate Appraiser, License No. GA-35. As of the date of this report, we have completed the continuing education program required to maintain our license.

The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

The Appraisal Institute conducts a program of continuing education for its designated members and members are awarded periodic educational certification.

Based upon our independent appraisal and the exercise of our professional judgment, it is our opinion that the valuation of the subject property is as follows:

Fair Market Value of the Whole Tract (as defined in this report)	Before	\$32,585
Fair Market Value of the Remainder Property	After	\$30,820
The difference between the Fair Market Value of the whole tract and the remainder is		\$1,765

as of March 6th, 2021 and is my opinion of just compensation, for the acquisition of the real property rights described in this appraisal report.

Date **3/16/2021**

Appraiser (sig.)



(name)

Zachary H. Fairley

(License)

State Licensed Real Estate Appraiser # LA-1868

Date **3/16/2021**

Appraiser (sig.)



(name)

Gerald Collins

(License)

Certified General Real Estate Appraiser # GA-35

Appraisal Scope of the Work

Identification of Client and Intended Users

The City of Hattiesburg requested appraisal of the property described in this report. The intended user of this appraisal report is the City of Hattiesburg and such employees or agents authorized by the City of Hattiesburg to utilize the information contained herein. There are no other intended users.

Intended Use of the Appraisal Report

The facts, analyses, opinions, and conclusions contained in this appraisal report establish an estimate of just compensation, as prescribed under the laws of the State of Mississippi, payable for the acquisition of specified real property rights, being acquired for public use. The estimate of just compensation in this appraisal report includes the fair market value of the property, damages to the remaining property, if any, and such curative costs as are permitted by the Laws of the State of Mississippi, and, upon determination by appraisal review that this appraisal report complies with all applicable standards and requirements, serves as the basis for the establishment of the amount believed to be just compensation for the acquisition of the "real property" described herein. There are no other intended uses.

Purpose of the Appraisal

The purpose of the appraisal is to render an opinion as to the Fair Market Value of specified real property as of the stated date and, through application of the Before and After Rule as prescribed under the laws of the State of Mississippi, the valuation of the remainder of specified real property. The difference between these two valuations is the value being sought by the client and is reported to the client as the "opinion of just compensation".

Parameters of Data Search

The scope of the assignment is to collect and verify as completely as possible, comparable sales, and rentals, if applicable, from within the subject area, or other areas that, in the opinion of the appraiser, are reasonably comparable to the subject area, so that a value conclusion may be derived.

Sources of the data, utilized for this appraisal, include county deed records, real estate brokers, real estate appraisers, and other individuals knowledgeable in the local real estate market and, as applicable and appropriate, other individuals knowledgeable in specific types of property. One or more of the principals involved in the transactions, grantor, grantee, attorney, financier, broker of the transaction, or their representatives, have verified the market sales used in this report. Mississippi is a non-disclosure State. Other than the recordation of a deed, there is no legal requirement for grantors, grantees, or other parties to a transaction, to disclose any information relative to the transfer of real property. Since there is no legal requirement for the deed to include the transaction price when it is recorded, it is possible that there are transactions for which purchase price data could not be obtained.

Extent of Property Inspection

Per the USPAP Scope of Work Rule, “The report must contain sufficient information to allow intended users to understand the scope of work performed”. The extent of the subject property inspection, including interior and exterior areas, is required content of the appraisal report per the USPAP scope of work rule and per guidance from the FHWA regarding requirements for scope of work. The “extent of the inspection process” includes, but is not limited to: a declaration as to the part or parts of the property that were actually viewed or not viewed during the inspection; for structures and other improvements, whether such items were physically measured by the appraiser, whether interior and/or exterior inspection was performed for each item, and a declaration regarding the level of detail associated with the inspection of tangible property. The following is a description of the extent of the inspection performed on the subject property for this appraisal assignment

I spoke with Ms. Melissa Miller on 2/23/2021 and set up a property inspection for 3/06/2021. Ms. Miller did not attend the scheduled on-site meeting on 3/06/2021. I inspected the exterior of the building, walked the proposed acquisition area, and physically measured the building. This inspection was documented with photographs and measurements showed later in the report. The building will have similar parking and was not considered to be affected by the proposed R.O.W.

Note: The appraiser was not given access to the interior of the building. The appraiser has the right to alter this appraisal if any information that is deemed necessary to the valuation of this appraisal report is provided.

Valuation Process

The data obtained is to be analyzed, when appropriate, via the Cost, Income, and Sales Comparison Approaches to Value, with appropriate support for any adjustments made and the value conclusions. The values derived via these three approaches, if applied, are then reconciled into final opinions of value for the subject property for both the before condition and after condition, respectively. The just compensation opinion thus derived by this process encompasses the value of the partial acquisition, improvements within the acquisition, damages to the remainder (if any), including any curative costs impacted by the acquisition in accordance with the Uniform Act and the Laws of the State of Mississippi.

Property Rights Appraised

The property rights appraised in this report consist of fee simple, and, as applicable and appropriate, easement, leased fee, and leasehold interest(s).

“Fee Simple Estate” is defined as: “Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power and escheat.” Source: Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th ed., s.v. “fee simple estate”, (Chicago: Appraisal Institute, 2015), PDF e-book.

“Easement” is defined as: “The right to use another's land for a stated purpose.” Source: Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th ed., s.v. “easement”, (Chicago: Appraisal Institute, 2015), PDF e-book.

“Leased Fee Interest” is defined as: The ownership interest held by the lessor, which includes the right to receive the contract rent specified in the lease plus the reversionary right when the lease expires.” Source: Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th ed., s.v. “leasehold fee interest”, (Chicago: Appraisal Institute, 2015), PDF-ebook.

“Leasehold Interest” is defined as: “The right held by the lessee to use and occupy real estate for a stated term and under conditions specified in the lease.” Source: Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th ed., s.v. “leasehold interest”, (Chicago: Appraisal Institute 2015), PDF e-book.

Property Appraised: Estate(s)	List and describe, if necessary, the property right(s) appraised (i.e., fee simple, easement, other)
Fee Simple	

Fair Market Value Defined

Fair Market Value is value in exchange. It is “the most probable price, as of a specified date, in cash, or in terms equivalent to cash, or in other precisely revealed terms, for which the specified property rights should sell after reasonable exposure in competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self-interest, and assuming that neither is under undue duress”. (See the *Terms and Definitions* section of this report for the source of this definition)

Assumptions and Limiting Conditions

This appraisal is subject to the following underlying assumptions and limiting conditions:

The appraiser certifies that to the best of his or her acknowledge and belief, the statements contained in this appraisal report, subject to the limiting conditions set forth below are correct.

This appraisal is of the property described in this report.

The appraiser has made no survey of the property and assumes that the areas and dimensions shown herein are correct. Any sketch or identified survey of the property included in this report is only for the purpose of assisting the reader in visualizing the property.

Certain information in this report was obtained from and/or furnished by sources believed to be reliable; however, the absolute accuracy of information is not guaranteed. If relevant information or errors come to the attention of the appraiser, the appraiser reserves the right to change, alter, revise, or void the opinions contained in this report in part or in their entirety.

Possession of this report does not imply the right of publication and it may not be used without the consent of the City of Hattiesburg. This report is to be used in its entirety. The appraiser is not responsible if any part of this report is used to the exclusion of the remainder.

I am not familiar with any engineering studies made to determine the bearing capacity of the land or that indicate any mineral contents of a significant nature.

The appraiser has no knowledge of the existence of hazardous materials on the property unless otherwise stated in this report. The appraiser, however, is not qualified to detect such substances. The presence of any such substances, which may be potentially hazardous materials, may affect the value of the property. However, as directed by the client, the City of Hattiesburg, this value estimate is predicated on the assumption that there are no such materials on or in the property that would cause a loss in value.

To the best of my knowledge no portion of the value assigned to the subject property is for items, which are non-compensable according established laws.

This property has been appraised as though free of all liens, unless otherwise stated herein. No responsibility is assumed for matters legal in nature, nor is any opinion of title rendered herewith. Good title is assumed.

Certain background and other relevant information applicable to the appraisal of this property and for this appraisal report is given in the project data brochure, which is incorporated herein by reference.

This appraisal was performed within requirements of regulation, law, and supplemental appraisal standards that are applicable to appraisals performed for governmental acquisitions and thus, certain valuation opinions and conclusions stated in this appraisal report are affected by these requirements. Applicable Mississippi Law is found at Mississippi Code Section 65, Section 43, Section 11, and also found in certain published decisions of the Mississippi Supreme Court as they pertain to property acquisition by Eminent Domain. Applicable Federal Law is found in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L. 91-646, as amended, 42 U.S.C §4601, et seq., and regulations promulgated pursuant thereto found at 49 C.F.R. Part 24 and further described in *"The Uniform Appraisal Standards for Federal Land Acquisitions"*,

The reported value estimate assumed no impact on value because of "Section 404 wetlands", as defined by the U. S. Army Corps of Engineers. The client is urged to seek advice of an expert to determine any potential impact on wetlands on the property.

There **are** additional assumptions and limiting conditions applicable to this appraisal

In order to estimate compensation, the “before and after” technique has been used. This involves appraising the whole property, the acquisition and the remainder property. The valuation of the whole property does not take into consideration project influence. The acquisition is valued as a pro rata part of the whole. The remainder is appraised as impacted by the acquisition and project. A forecast is being made when appraising the remainder after. This forecast is a hypothetical situation. The compensation includes value of the acquisition and any damages to the remainder which may arise.

No opinion as to title is rendered. Name of ownership and the legal description were obtained from sources generally considered reliable. Title is assumed to be marketable and free and clear of all liens, encumbrances, easements, and restrictions except those specifically discussed in this report. The property is appraised assuming it to be under responsible ownership and competent management and available for its highest and best use.

Extraordinary Assumptions and Hypothetical Conditions

Standard Rule 1-2(g) and (h) and Standard Rule 2-2 (a)(viii) and (b)(viii) of the *Uniform Standards of Professional Appraisal Practice* require the appraiser to identify and state all extraordinary assumptions and hypothetical conditions when developing and reporting an appraisal.

The *Uniform Appraisal Standards for Federal Land Acquisitions*, Section 1.2.7, page 13, further states that:

“An extraordinary assumption may be used in an assignment only if:

1. it is required to properly develop credible opinions and conclusions;
2. the appraiser has a reasonable basis for the extraordinary assumption;
3. use of the extraordinary assumption results in credible analysis; and
4. the appraiser complies with disclosure requirements set forth in USPAP for extraordinary assumptions.”

“A hypothetical condition may be used in an assignment only if :

1. use of the hypothetical condition is clearly required for legal purposes, for purposes of reasonable analysis, or for purposes of comparison;
2. use of the hypothetical condition results in a credible analysis;
3. the appraiser complies with the disclosure requirements set forth in USPAP for hypothetical conditions, and
4. the hypothetical condition is provided to the appraiser in writing by the client or an authorized representative of the client.”

USPAP 2020-2021, pg. 4 defines extraordinary assumption as “an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser’s opinions or conclusions. Uncertain information might include physical, legal or economic characteristics of the subject property; or conditions external to the property, such as market conditions or trends, or the integrity of data used in an analysis.

USAP 2020-2021, pg. 4 defines hypothetical condition as “a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results but is used for purpose of analysis.” Hypothetical conditions are contrary to known facts about physical, legal, or economic characteristic of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis.

An appraiser cannot make an assumption or accept an instruction that is unreasonable or misleading, nor can an appraiser make an assumption that corrupts the validity of the value estimate. Written legal instructions that have proper foundation must be accepted and must be included in the appraisal report.

Following, if applicable, are all extraordinary assumptions and/or hypothetical conditions that affected the analyses, opinions, and conclusions of this report which are explained in the scope of work:
--

Acquisition of R.O.W. and easements pertaining to Local Public Agencies typically infer that all drives, curbing and pavement will be replaced with similar or better material. We have made the assumption that all drives, curbs and pavement will be reconnected with like kind material.
--

Following, if applicable, are appraiser instructions that affected the analyses, opinions, and conclusions of this report:

None

Following, if applicable, there are no temporary easement assumptions.

None

Statement on The Use of Significant Professional Assistance and The Use of Consultant's Report(s)

If professional assistance was provided to the appraiser, the name of the individual(s) providing such assistance must be stated below. This includes both professional appraisal assistance and providers of subsidiary assistance, e.g., appraisers, registered foresters, architects, attorneys, planning and permitting consultants, engineers, cost estimators, marketing consultants, etc., etc.

If applicable, the following is a description of any necessary or appropriate steps that were performed in the completion of this appraisal assignment that were not previously noted in the scope of work, including a list of the individual(s) providing professional assistance and the type and extent of assistance provided.

A plat of the proposed acquisition area was provided by Clearpoint Consulting Engineers, P.A. We have relied on the acreage from the plat to determine the size of the acquisition area.
--

Declaration of Jurisdictional Exception to the Uniform Standards of Professional Appraisal Practice

In conformity with the requirements of USPAP Standard Rule 2-1(a, b, & c), this section of the appraisal report references those specific laws and regulations that prescribe methods and procedures of appraisal and appraisal reporting contrary to that required by USPAP. Application of the Jurisdictional Exception Rule of the USPAP is hereby declared.

Linking Estimate of Value to Specific Exposure Time –

The Comment to USPAP Standards Rule 1-2(c) states “*when reasonable exposure time is a component of the definition for the value opinion being developed, the appraiser must also develop an opinion of reasonable exposure time linked to that value opinion*”. The Comment to USPAP Standards Rule 2-2(a)(v) and 2-2(b)(v) states “*when an opinion of reasonable exposure time has been developed in compliance with Standards Rule 1-2(c), the opinion must be stated in the report*”. Under Federal appraisal standards, “exposure time” statements are not permitted to appear in appraisal reports prepared for governmental acquisitions. Therefore, pursuant to Miss. Code, Sec. 65-1-8 all real property appraisals prepared, shall invoke a Jurisdictional Exception to the requirements of USPAP 2-2(a)(v) and 2-2(b)(v) in order to maintain compliance with Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L. 91-646, as amended, 42 U.S.C §4601, et seq., found at 49 C.F.R. Part 24.103 and stated with specificity in “*The Uniform Appraisal Standards for Federal Land Acquisitions*”, Section 1.2.4., Page 10 and Section 4.2.1.2, Page 95.

Consideration of Land Use Regulations –

USPAP Standard Rule 1-3(a) requires analysis of the effect existing land use regulations and reasonably probable modifications to same. This requirement is contrary to Federal appraisal standards. All real property appraisals, must disregard any recent rezoning if such rezoning was a consequence of, or in anticipation of, the government project for which the appraisal is being conducted. Therefore, pursuant to Miss. Code, Sec. 65-1-8, all real property appraisals shall invoke a Jurisdictional Exception to the requirements of USPAP 1-3(a) in order to maintain compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L. 91-646, as amended, 42 U.S.C §4601, et seq., and regulations promulgated pursuant thereto found at 49 C.F.R. Part 24.103 and stated with specificity in “*The Uniform Appraisal Standards for Federal Land Acquisitions*”, Section 4.3.2.4.1, Page 109.

Consideration of Anticipated Public Projects –

USPAP Standard Rule 1-4(f) requires the appraiser to analyze the effect on value of anticipated public improvements located on or off the property appraised. The appraisal requirements of USPAP Standard Rule 1-4(f) are contrary to State and Federal Law regarding appraisals performed for government acquisitions. All real property appraisals must disregard any decrease or increase in the fair market value of real property caused by the government project for which the appraisal is being conducted. Therefore, per Mississippi Law found in the Miss. Code, at Sec. 43-37-31 and Federal Law found in Title III, Sec. 301(3) of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L. 91-646, as amended, 42 U.S.C §4601, et seq., and regulations promulgated pursuant thereto found at 49 C.F.R. Part 24.103(b) all real property appraisals performed shall invoke a Jurisdictional Exception to the requirements of USPAP 1-4(f).

Valuation by Market Approach Only (a.k.a. Sales Comparison Method):

All real property appraisals performed for the purpose of governmental acquisitions within the scope of The Uniform Act are authorized to omit cost and income approaches to valuation where sufficient sales data exists to produce a reliable opinion of value by use of the Market Approach alone (*a.k.a. Sales Comparison Approach*). Therefore, pursuant to the Miss. Code, at Sec. 65-1-8 and Federal Law under the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L. 91-646, as amended, 42 U.S.C §4601, et seq., and regulations promulgated pursuant thereto found at 49 C.F.R. Part 24.103(a)(3), all real property appraisals performed shall invoke Jurisdictional Exception to the requirements of Standard Rule 1-4(b, c), and Standard Rule 2-2(a)(xi) as it pertains to same.

Additions to the Scope of Work and Comments (if necessary)	
The Scope of Work included: a) An inspection of the subject property and the research and collection of data pertaining to recent economic development and real estate activity in Forrest County, Mississippi, as well as other parts of the state. The Sales Comparison approach to value was used. Information was collected from courthouse records, files of reliable real estate professionals, property owners and developers, the search of public records through the use of commercial sources of data such as printed comparable data services and computerized databases. Search parameters such as dates of sales, leases, locations, sizes, and types of properties were started with relatively narrow constraints and, if necessary, were expanded until the appraiser had either retrieved data sufficient (in the appraiser's opinion) to estimate market value, or until the appraiser believed that he had reasonably exhausted the available pool of data. Efforts were made to verify the data with persons directly involved in the transactions such as buyers, seller, brokers, or agents. At the appraiser's discretion, some data was used without personal verification if, in the appraiser's opinion, the data appeared to be correct. In addition, the appraiser considered any appropriate listings or properties found through observation during appraiser's data collection process. The appraiser reported only the data deemed to be pertinent to the valuation problem; b) Investigating and analyzing any pertinent easements or restriction, on the fee simple ownership of the subject property. It is the client's responsibility to supply the appraiser with a title report. If a title report is not available, the appraiser will rely on a visual inspection and identify any readily apparent easements or restrictions; c) Analyzing the data found and has reached conclusions regarding the market value, as defined in the report, of the subject property as of the date of value using appropriate valuation approach(es) identified above; d) Preparing the appraisal in compliance with the Uniform Standards of Professional Appraisal Practice as promulgated by The Appraisal Foundation and the Code of Professional Ethics and Certification Standard of the Appraisal Institute; e) Preparing an Appraisal Report, as defined in USPAP, which includes photographs of the subject property, descriptions of the subject neighborhood, the site, and any improvements on the site, a description of the zoning, a highest and best use analysis, a summary of the most important sales used in the appraiser's valuation, a reconciliation and conclusion, and other data deemed by the appraiser to be relevant to the assignment. Pertinent data and analyses not included in the report may be retained in the appraiser's files; f) This appraisal report is an estimate of market value of the property, assuming quality materials, workmanship and properly functioning equipment and mechanics of the building. It does not serve as a home or building inspection, structural inspection, environmental or pest inspection. In preparing this report, the appraiser is not acting as a home or building inspector, engineer, surveyor, or pest inspector. In performing the limited inspection of this property, areas that were readily accessible were visually observed and the review is superficial only. This inspection is not technically exhaustive and does not offer warranties or guarantees of any kind. It is advised to have any structure inspected by an inspector or other suitable professional that offers such warranted or guaranteed inspection of the structural, environmental aspects, or other areas of concern.	

Area & Neighborhood Data

The subject property is located at the lighted intersection of East 4th Street and Main Street in downtown Hattiesburg. This commercial strip links Old Highway 42 to downtown Hattiesburg. North Main is developed with a variety of retail, service/light industrial type developments, and the subject building conforms with other buildings in the area. The overall commercial market in this area is relatively stable, and there are no projected significant value changes in this market.



Aerial Map

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Site Description

(Before, Acquisition, After)

Site Description — Before

An analysis of the subject site is particularly important in estimating its highest and best use and for separate valuation from the improvements. The following is a discussion of the subject site in the Before Condition.

Present Use of Site: Commercial

Legal Description of the Total Ownership: We have estimated the site area to contain 9,751 square feet based on the legal description and Forrest County Tax Assessor's records. The legal description identifies the property as a part of Lots 2, 3, and 4, Block 100, Kamper & Whinnery Survey or Addition, being a part of the S1/2 of the SW1/4, Section 3, Township 4 North, Range 13 West, all being in the City of Hattiesburg, Forrest County, Mississippi.

Location: The property is located at the corner of East 4th Street and Main Street. The property has a physical address listed as 1001 Main Street, Hattiesburg, Forrest County, Mississippi

Dimensions/Area/Shape: The property is irregular in shape. The entire site was estimated to contain 9,751 square feet or 0.22 acres, more or less. The site size was taken from the Forrest County Tax Assessor's website. If provided a survey indicating a different acreage, we reserve the right to alter our value.

Frontage/Access: The subject property has access and frontage from East 4th Street and Main Street. Main Street fronts along the west boundary for 82 feet with East 4th Street to the south for 107 feet.

Topography: Level at road grade.

Flood Plain and Drainage Data: According to FEMA Flood Panel No. 28035C0108D; dated 3/02/2010, the property is located in Zone X.

Use Restrictions: The property is zoned B-2; Neighborhood Business District by the City of Hattiesburg. The current retail use is a legal conforming use.

Site Improvements: Paved Parking

Off-Site Public Improvements: West 4th Street, Main Street

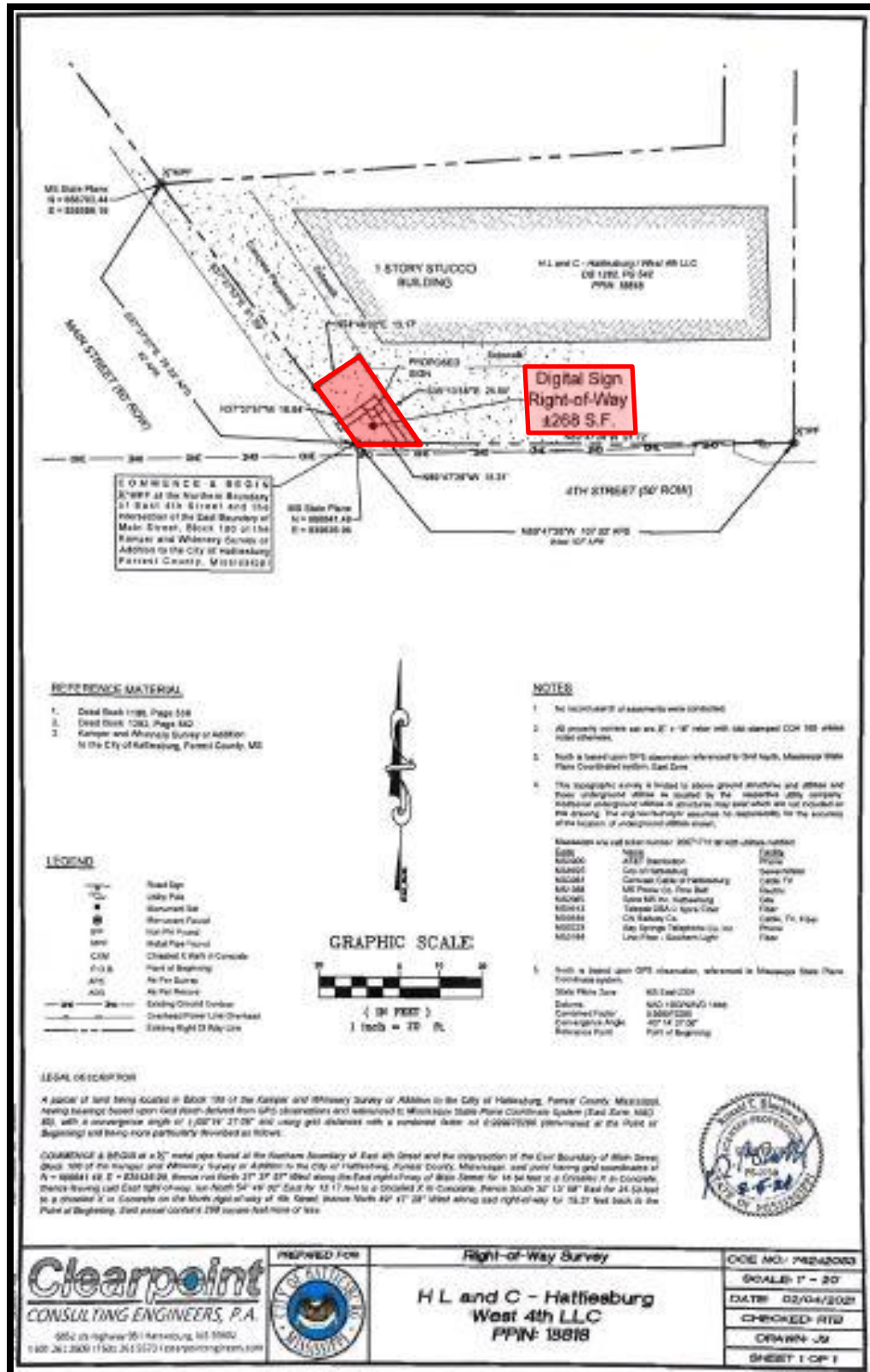
Adjacent Land Uses: Commercial and Residential

Easements/Encumbrances: We are not aware of any easements or encumbrances that would be a detriment to the property.

Utilities:

Utility Service	Supplier	Utility Service	Supplier
Electricity	Mississippi Power Company	Sewer	City of Hattiesburg
Gas	Spire	Water	City of Hattiesburg

Comments:	Additional narrative, as needed.
The property is a vacant retail building with 13 marked parking spaces. The parking requirement for similar buildings is 1 space per 300 square feet of building area. It conforms to the parking requirement for the city.	



Photographs



North side of the building from Main Street



West side of the building and proposed r.o.w.



Additional view of proposed r.o.w. from E. 7th



Looking east along E. 7th Street at the front of the building



Proposed r.o.w. on the southwest corner



Looking north along E. 7th towards Main Street

Site Description — Area of Acquisition

Location: The fee simple acquisition area is located on the southwest corner of the site at the lighted intersection of East 4th Street and Main Street.

Dimensions/Area/Shape: According to the survey provided by Clearpoint Engineering, the subject acquisition area is one contiguous parcel containing +/-268 square feet. The dimensions of the acquisition area are approximately 16.64'x13.17'x25.50'x15.31'.

Permanent Acquisition: +/-268 square feet

Site Improvements in R.O.W.: A portion of the concrete parking lot is located in the proposed right-of-way. This contains about 268 square feet of concrete paving.

Rights to be Acquired for Each Parcel: Fee Simple

Comments:	<i>Additional narrative, as needed.</i>
The acquisition area will move in +/- 13 feet towards the building. This will be about 6.7' west of the building at its closest point.	

Site Description — After

Dimensions/Area/Shape: The remaining tract is similar in shape containing a total of +/-9,483 square feet and could continue to support a commercial use.

Frontage/Access: The remaining property has similar frontage with no limitations in access.

Topography: Similar as in the before condition.

Flood Plain and Drainage Data: Similar to the before condition

Use Restrictions: The parking will be reduced by 268 sq. ft. This does not cause a loss in parking spaces or utility.

Site Improvements: The paving does contribute as it is already located in an arrangement that allows for parking and would complement a commercial use. A cost estimate was obtained for the material in the right of way and included below.

Off-Site Public Improvements: Similar as in the before condition.

Easements/Encumbrances: Similar as in the before condition.

Utilities: Similar to the before condition.

Comments:	<i>Additional narrative, to include any adverse effects on the use of the remainder.</i>
The building will be approximately 6.7' from the right-of-way in the after condition at its closest point. It was +/- 20' from the right-of-way in the before condition. The loss of area for paving did not create a damage. The concrete parking was estimated to have a 50% physical depreciation. Based on cost from the Marshall & Swift Estimator, a unit cost of \$5.51/sf, with a 20% contingency equals \$6.61/SF, depreciated 50% indicated a current value of \$3.31 per square foot for the paving. Thus, the 268 square feet of concrete had a before value of \$887, rounded to \$890. No additional damages to the existing improvements were applied due to the reduction in the right-of-way.	

Improvement Description

(Before, Acquisition, After)

The following summary of basic construction details is based on the March 1, 2021 and March 6, 2021 site inspection. The improvements include a 3,136 sf commercial building. We were unable to access the interior of the building to determine the condition and finish quality.

Basic Construction Details

Design/Style: Retail

Foundation: Concrete Slab

Exterior Walls: Masonry Block with stucco front

Roof: Built-up Tar & Gravel; **Condition:** Unknown

Framing, Sheathing and Decking: Typical

Windows: None

Exterior Doors: (3) Metal doors on the front of building.

Interior Floors: Unknown

Interior Walls: Unknown

Ceiling: Unknown

Lighting: Unknown

Electrical: Unknown

Plumbing: Unknown

Heating and Cooling: None

Parking and Drives: Concrete parking lot on the west and south side of the building with thirteen (13) marked parking spaces.

Site Improvements: Parking Lot

Actual Age: (1965) 56 years

Items of Deferred Maintenance: Boarded doors and windows on north side of the building.

Improvements in the Acquisition: 268 sq. ft. of parking area

Improvements Remaining: Commercial building and parking area

Items of Real Property Appraised

The real property appraised consists of the site area containing 9,751 square feet and improvements.

Items of Personal Property Not Appraised

No items of personal property were appraised in this report.

Whole Tract and Larger Parcel Declaration

Whole Tract Declaration

On those properties where the total ownership and the Larger Parcel are not one-in-the-same, it is possible for a property to contain several Larger Parcels (Highest & Best Use areas). The acquisition may affect more than one Larger Parcel (H&BU area), it is essential that there be a clear declaration by the appraiser as to what part and/or parts of the total ownership are being appraised. This section of the appraisal report declares exactly what was valued in the appraisal process and includes:

- The size of the contiguous total ownership provided to the appraiser by the MDOT
- Declaration of the Larger Parcels (H&BU areas) within the total ownership that are unaffected
- Identification and delineation of the affected Larger Parcels (H&BU areas) described by the following methods as appropriate:
 - a) Clearly visible physical features- road, creek, ditch, fence, tree line, etc.
 - b) Subdivision boundary, Zoning line, corporate limits, county line, section line, etc.
 - c) Dimensioned area as determined by the appraiser

Total "Whole Tract" Declaration and Summary	(Ac./S.F.)
According to the Forrest County Tax Assessor's map, the entire contains a total of 9,751 square feet or 0.22 acres, more or less. The acreage is one parcel in unity of ownership and would have a highest and best use of commercial.	

Declaration of the Larger Parcel (if different from the Whole Tract)

There are three conditions or tests that are considered in determining the larger parcel, unity of ownership, unity of use, and contiguity. In certain instances, the larger parcel may not include all the lands that are contiguous and under identical ownership. In determining the larger parcel to be appraised, reliance on unity of ownership and unit of use will be given substantial weight. In determining the larger parcel, the following is noted:

Larger Parcel(s) Summary	(Dimensions, Size, and Use)
Same as above.	

Highest and Best Use Analysis

¹**Highest and best use** is defined in *The Dictionary of Real Estate Appraisal, Sixth Edition, 2015, page 109*, compiled by the Appraisal Institute as:

“The reasonably probable use of property that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity.”

The reasonable and probable use that will support the highest property value, as defined, as of the date of the appraisal. In order to arrive at a highest and best use estimate, the land is first analyzed as if vacant. Later, the total property, including any existing improvements, is analyzed. In estimating the highest and best use of the subject site, as if vacant and improved, you must first carefully study the existing land use patterns and trends in the area. In estimating the highest and best use of the subject property, the appraiser has considered very carefully the following factors:

1. The land and location is considered in relationship to the local area.
2. The physical characteristics of the land and improvements, including the land’s overall size, shape, road frontage, topography, soil and sub-soil conditions and available utilities.
3. In analyzing the highest and best use of the subject, as applicable and appropriate, the Sales Comparison Approach, Cost Approach, and Income Approach are considered.

The procedure used in this report to estimate highest and best use of the subject site was to consider, in sequence, the site’s utility, its legal use, it’s possible and most feasible use, and, finally, the optimum or highest and best use.

Highest and Best Use Analysis	<i>(Address legal permissibility, physical possibility, financial feasibility, maximum productivity, in Before & After for all larger parcels or whole tract as applicable)</i>
<u>Physically Possible Uses:</u> The first constraint imposed on the possible use of the property is dictated by the physical aspects of the site itself. The site contains 9,751 square feet or 0.22 acres and would be suitable for a variety of uses. Development would be feasible or possible for most commercial, industrial, or residential uses. There are commercial uses on all every corner at the intersection of 4th Street and Main Street. There are residential uses located off of Main Street. It is our conclusion that the site is physically suited for a commercial use, that would be consistent with the maximum legal, financial and maximally productive uses. <u>Legally Permissible Uses:</u> The property is located inside the city limits of Hattiesburg. The site is zoned B-2; Neighborhood Commercial by the City of Hattiesburg. <u>Financially Feasible Uses:</u> All uses that are expected to produce a positive return are regarded as financially feasible. The most feasible use would be to continue as a commercial retail or office use. <u>Maximally Productive Uses:</u> The maximally productive use of the property would be for a commercial use as development of any kind would not be more productive. <u>Conclusion:</u> In estimating the highest and best use of the land as though vacant, consideration has been given to the site’s physical characteristics and its financial feasibility. It is our opinion that the highest and best use for the subject site as vacant, would be for a commercial or retail use.	

¹ The phrase “highest and best use areas” or “uses” is from wording utilized by the Mississippi Supreme Court in its published eminent domain decisions. Reference of these phrases by the Court has been historically utilized in a manner equivalent to the phrase “Larger Parcel”. For additional information, please refer to the “Terms and Definitions” section of this appraisal report.

Ownership History and Tax Information

Ownership History

In developing a real property appraisal an appraiser must:

1. Analyze any current agreement of sale, option, or listing of the subject property, if such information is available to the appraiser in the normal course of business.
2. Analyze any prior sales of the subject property that occurred within the following minimum time period of five years
3. Discuss below (as applicable) the quality and quantity of data available and analyze within the approaches used and the applicability or suitability of the data.
4. When there is a sale of the subject property to the current owner for an undisclosed price, the appraiser must state that he or she attempted to obtain the purchase price and other terms of the transaction without success. (If transaction price could not be verified please explain below.)

Ownership History					
Property Transactions during the last five years to Date:					
Date	Grantor	Grantee	Consideration	Book/Page	Ver.
6/08/2018	H L & C – Forrest, LLC	H L & C – West 4 th , LLC	N/A	1282/542-546	WD
Explanation: The property is improved with a vacant retail building. We are not aware of any conveyances in ownership since the above listed conveyance. The quitclaim deed is located in the addenda.					

Tax Information			
Tax Parcel I.D. Number	2-029G-03-609.000	True Value – Land	\$16,050
Millage Rate		True Value – Improvements	\$57,730
Property Assessment Rate	15%	Total Value	\$73,780
Special Assessments	None		



Property Link

FORREST COUNTY, MS

Current Date 3/ 2/2021

Tax Year 2020

Records Last Updated 3/ 2/2021

PROPERTY DETAIL

OWNER H L & C - HATTIESBURG/WEST 4TH
506 BARKLEY RD

HATTIESBURG MS 39401

ACRES : **NA**

LAND VALUE : 16050

IMPROVEMENTS : 57730

TOTAL VALUE: 73780

ASSESSED : 11068

PARCEL 2-029G-03-609.00**ADDRESS** 1001 MAIN STREET**TAX INFORMATION**

YEAR 2020	TAX DUE	PAID	BALANCE
COUNTY	725.29	0.00	732.54
CITY	588.04	0.00	593.92
SCHOOL	731.37	0.00	738.68
TOTAL	2044.70	0.00	2065.14

1.00% Penalty

LAST PAYMENT DATE **NA**

TAXES DELINQUENT PRIOR YEAR

MISCELLANEOUS INFORMATION**EXEMPT CODE**

HOMESTEAD CODE None

TAX DISTRICT 1110

PPIN 018818

SECTION 03

TOWNSHIP 04N

RANGE 13W

Book 1282

Page 0542

LEGAL BG INSEC N/L 4TH ST & E/L MAIN
ST E107FT N 123.8FT W 17.5FT S
51.48 FTW 122.15FT N 1FT NW
19.66 FT TO MAIN ST S 88.5FT
TO BEG BLK 100
PREV #H0444-29-006
675/690 8/92 708/337 3/94
KAMPER & WHINNERY 1ST

PURCHASE COUNTY TAX SALE FILES**TAX SALES HISTORY, FOR UNPAID TAXES**

Year	Sold To	Redeemed Date/By
2019	WOODMARK INVESTMENTS LLC	NOT REDEEMED
2017	KALE FARMS	8/1/2019 HL&C - FORREST LLC
2016	NOTLUGE FLP	7/30/2019 HL&C - FORREST LLC
2015	GREENVALLEY INVESTMENTS LLC	8/27/2018 HL&C - FORREST LLC
2014	LEE MITCHELL OR KAY	7/6/2017 H L & C
2013	LEE MITCHELL OR KAY	6/30/2016 HL & C
2012	ADAIR ASSET MANAGEMENT/BMO HARRI	6/29/2015 HL&C
2011	LEE MITCHELL OR KAY	NOT REDEEMED

Approaches to Value

All standard techniques used by appraiser in estimating of market value can be grouped into the following three main approaches to value: 1) Sales Comparison Approach, 2) Cost Approach, and 3) Income Approach. One or more of these approaches are used in all appraisal assignments. Use of these approaches will depend on the type of property being appraised and quantity and quality of data available for analysis.

Sale Comparison Approach: A set of procedures in which a value indication is derived by comparing the property being appraised to similar properties that have been sold recently, applying appropriate units of comparison, and making adjustments to the sale prices of comparables based on the elements of comparison. The sales comparison approach may be used to value improved properties, vacant land, or land being considered as though vacant; it is the most common and preferred method of land valuation when comparable sales data are available.

Cost Approach: A set of procedures through which a value indication is derived for the fee simple interest in a property by estimating the current cost to construct a reproduction of, or replacement for, the existing structure; deducting depreciation from the reproduction or replacement cost; and adding the estimated land value, plus an entrepreneurial profit. Adjustments may then be made to the indicate fee simple value of the subject property to reflect the value of the property interest being appraised.

Income Approach: A set of procedures through which an appraiser derives a value indication for an income-producing property by converting its anticipated benefits (cash flows and reversion) into property value. This conversion can be accomplished in two ways. One year's income expectancy can be capitalized at a market-derived capitalization rate or at a capitalization rate that reflects a specified income pattern, return on investment, and change in the value of the investment. Alternatively, the annual cash flows for the holding period and the reversion can be discounted at a specified yield rate.

The Dictionary of Real Estate Appraisal, Fourth Edition, Appraisal Institute

Reason(s) for excluding any of the usual approaches to value	
No income is produced by the property and rentals of ground lease would be weakly supported, therefore, the Income Approach would not apply. The improvements are not being valued, therefore, the Cost Approach was not used.	
The Sales Comparison Approach was the most valid approach and was the approach used in this report.	

SALES COMPARISON APPROACH

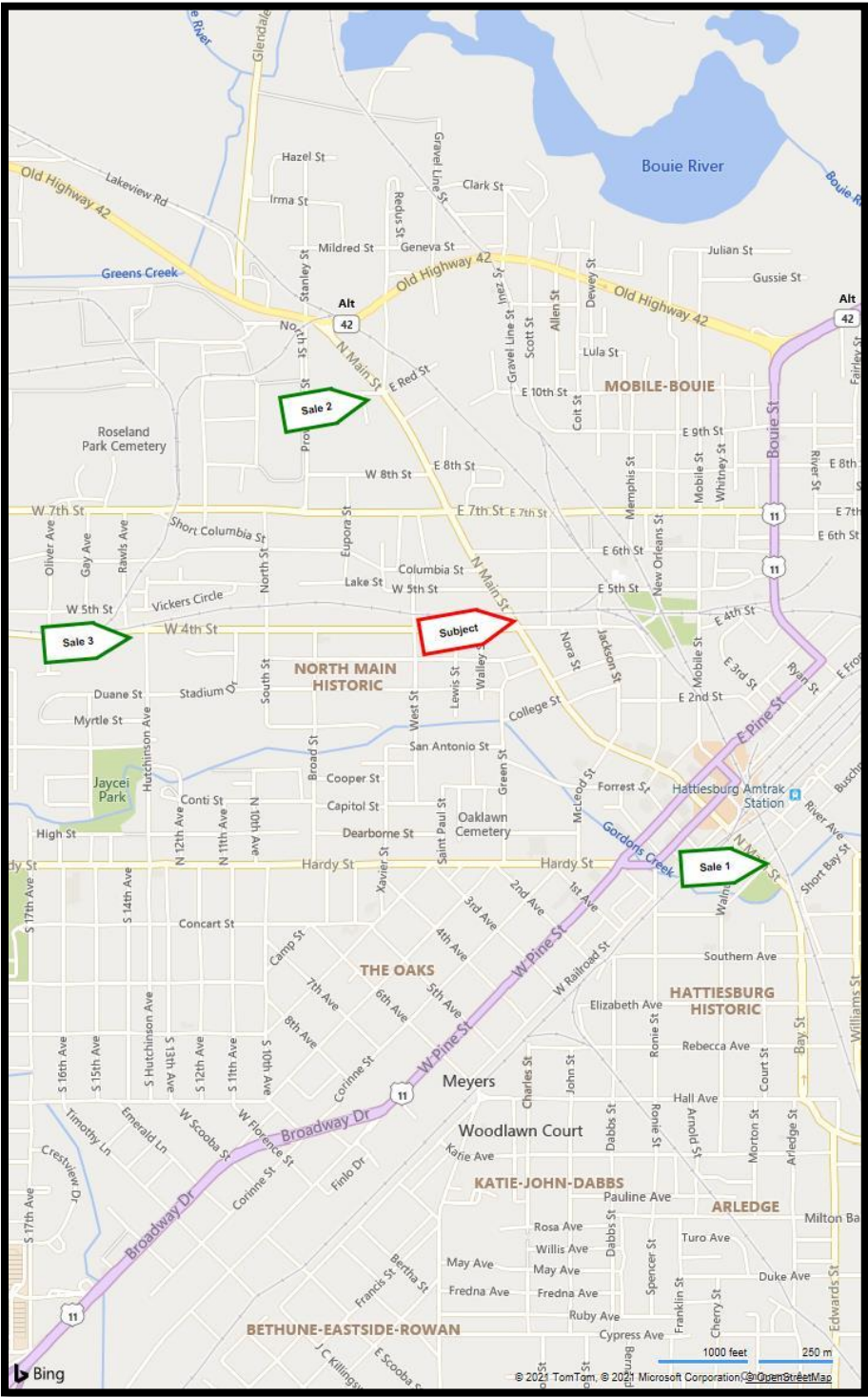
The sales comparison approach involves making direct comparisons of the property being appraised to similar properties that have sold in the same or in a similar market. The comparisons are made in order to derive an estimate of market value for the property being appraised. This approach is based on the economic principle of substitution. The principle implies that a prudent person will not pay more to buy a property than it will cost to construct a comparable substitute property. Although individual sales may deviate from a market norm, a sufficient number tend to produce a pattern indicating the action of typical buyers and sellers in the market.

To apply the sales comparison approach, an appraiser follows a systematic procedure. A general outline of the basic procedure follows:

1. Research the market to obtain information on sales transactions, listings, and offers to purchase or sell properties that are similar to the subject property in terms of characteristics such as property type, date of sale, size, location, and zoning.
2. Verify the data by confirming that the data obtained are factually accurate and that the transactions reflect arms-length market considerations. Verification may also elicit additional information about the market.
3. Select relevant units of comparison (e.g., income multipliers or dollars per acre or per square foot) and develop a comparative analysis for each unit.
4. Compare comparable sale properties with the subject property using the elements of comparison and adjust the sale price of each comparable appropriately to the subject property or eliminate the sale property as a comparable.
5. Reconcile the various value indications produced from the analysis of comparables into a single value indication or a range of values.

In an attempt to estimate the market value of the subject using the sales comparison approach, a thorough investigation of recent commercial land sales in the area has been conducted. The sales presented are believed to be the most comparable sales from this group.

Land Sales Map



Land Sale No. 1



Property Identification

Property Name	Commercial Lot
Address	Hattiesburg, Forrest County, Mississippi 39401
Location	Corner of Buschman Street and Main Street
Tax ID	PPIN # 18565- 18566- 18567

Sale Data

Grantor	Robert Rogge
Grantee	Ferraez Lamar Holdings, LLC
Sale Date	November 18, 2020
Deed Book/Page	1353/381
Property Rights	Fee Simple
Conditions of Sale	Arm's Length
Financing	Conventional
Verification	Confirmed with Michael Anderson (Selling Agent) by ZF; 3/09/2021

Sale Price	\$43,500
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Land Data

Zoning	B-3
Topography	Open
Utilities	Electricity, Water, Sewer
Frontage	257' Main Street; 110' Buschman Street
Flood Info	Portion of the property located in a flood zone

Gross Land Size	0.346 Acres or 15,092 SF
Useable Land Size	0.263Acres or 11,442 SF , 75.81%
Unusable Land Size	0.083 Acres or 3,650 SF , 24.19%
Front Footage	257' Main Street; 110.42' Buschman Street

Indicators

Sale Price/Gross Acre	\$125,723
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Sale Price/Gross SF	\$2.88
Sale Price/Useable SF	\$3.80
Sale Price/Front Foot	\$118

Remarks

Property is located at the lighted intersection of Buschman Street and Main Street in downtown Hattiesburg. This is a corner lot containing a total of 15,092 sq. ft or 0.346 acres, according to a recent survey. Main Street fronts to the south, Buschman Street to the west, Gulf and Ship Island Railroad to the north, and Gordon Creek to the south. The easternmost lot being 3,650 sq. ft. is located in the creek bed and considered to have no value. Streets lights and sidewalks are located along Main Street. Town Square Park is located adjacent to the south of the property. The seller purchased the property in 2011 for \$35,000.

Land Sale No. 2



Property Identification

Property Type Commercial Land
Address 100 Red Street, Hattiesburg, Forrest County, Mississippi 39401
Tax ID 38442

Sale Data

Grantor Stephen R. Ward
Grantee DG Hattiesburg
Sale Date July 21, 2016
Deed Book/Page 1233-414
Property Rights Fee Simple
Conditions of Sale Normal arm's length
Verification Confirmed with Seller

Sale Price \$315,000

Land Data

Zoning B-3; General Commercial
Topography Flat, level site
Utilities All city services
Shape Irregular
Flood Info No flood

Land Size Information

Gross Land Size 1.240 Acres or 54,014 SF
Front Footage 147 ft Main Street; 232 ft Red Street;

Indicators

Sale Price/Gross Acre \$254,032
Sale Price/Gross SF \$5.83

Remarks

Dollar General site on North Main street in Hattiesburg. The site had an old metal shop on the property that was torn down by the buyers (Dollar General). The site is a corner site fronting on Red Street and Main Street in downtown Hattiesburg.

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Land Sale No. 3



Property Identification

Property Type

Commercial Land

Address

Corner of W. 4th Street and Hutchinson Avenue, Hattiesburg, Forrest County, Mississippi 39401

Tax ID

PPIN #26622, 26621, 26617

Sale Data

Grantor

Fokakis Forrest Properties, LLC

Grantee

Hattiesburg Public Schools

Sale Date

October 9, 2020

Property Rights

Fee Simple

Conditions of Sale

Arm's Length

Verification

Confirmed with Selling Agent

Sale Price

\$175,000

Land Data

Zoning

B-2; Neighborhood Business & R-3; Multi-Family

Topography

Level

Utilities

All City

Shape

Rectangular

Flood Info

Zone X; FEMA Panel No. 28035C0108D; 3/2/10

Land Size Information

Gross Land Size

1.70 Acres or 74,052 SF

Frontage

556 ft Total; 340 ft W. 4th Street; 216 ft. Hutchinson Ave

Indicators

Sale Price/Gross Acre

\$102,941

Parcel No. **2-029G-03-609.00**

Project

Dynamic Message Sign Project

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Sale Price/Gross SF	\$2.36
Sale Price/Front Foot	\$314

Remarks

Vacant parcel of land located at the corner of W. 4th Street and Hutchinson Avenue. The site is comprised of three contiguous parcels containing a total of +/-1.70 acres. There is a concrete pad located on the northeast corner of the property. The site has 340' frontage along W. 4th Street to the south and 216' frontage along Hutchinson Avenue to the east. The eastern 2/3 of the site is zoned B-2; Neighborhood Business with the remaining 1/3 to the west zoned R-3; Multi-family.

Sales Comparison Approach – (Land) – Before Value

☐ Complete Take

☒ Partial Take

Sq. Ft.

Item	Subject	Comp Sale #	1	Comp Sale #	2	Comp Sale #	3
Proximity to Subject		1.5 miles E		0.5 miles N		0.8 miles W	
Sales Price			\$43,500		\$315,000		\$175,000
Price Per Unit (Sq. Ft.)			\$2.88		\$5.83		\$2.36
	Description	Description	+/- Adj.	Description	+/- Adj.	Description	+/- Adj.
Property Rights Conveyed	Fee, Ease,	Fee		Fee		Fee	
Adjusted Price			\$2.88		\$5.83		\$2.36
Financing	Typical	Typical		Typical		Typical	
Adjusted Price			\$2.88		\$5.83		\$2.36
Condition of Sale	Arms-Length	Arms-Length		Arms-Length		Arms-Length	
Adjusted Price			\$2.88		\$5.83		\$2.36
Market Conditions	Date of Sale	11/18/20		7/21/16	(\$0.58)	10/9/20	
Adjusted Price			\$2.88		\$5.25		\$2.36
Location	1001 Main St.	Main/Buschman		Main/Red		W 4th/ Hutchinson	
Size (Sq. Ft.)	9,751.000	15,092.000		54,014.000	\$0.58	74,052.000	\$0.59
Frontage	189'	367'	(\$0.43)	379'	(\$0.87)	556'	(\$0.47)
Topography	Level	Inferior	\$0.92	Similar		Inferior	\$0.59
Zoning	B-2	B-3	(\$0.14)	B-3	(\$0.29)	B-2 / R-3	
Net Adjustment		(+/-)	\$0.35	(+/-)	(\$1.16)	(+/-)	\$0.71
		Net %	12.14%	Net %	-19.89%	Net %	30.04%
		Gross %	51.69%	Gross %	39.78%	Gross %	69.82%
Adjusted Sales Price			\$3.23		\$4.67		\$3.07

Adopted Unit Value, Before (Land Only): \$3.25

Size	Unit of Measure	Rate		
9751.000	Sq. Ft. @	\$3.25	#VALUE!	\$31,691
Add (268 sq.ft. paving):				\$890
Total Before Value (Land Only):				\$32,581
r/o				\$32,585

Parcel No. 2-029G-03-609.00

Project

Dynamic Message Sign Project

Appraisal Report

Sales Comparison Approach – (Land) – After Value

Sales Comparison Approach (Land) - After Value

☐ Complete Take

☒ Partial Take

Sq. Ft. ▼

Item	Subject	Comp Sale #		Comp Sale #		Comp Sale #	
Proximity to Subject							
Sales Price							
Price Per Unit (Sq. Ft.)			#DIV/0!		#DIV/0!		#DIV/0!
	Description	Description	+/- Adj.	Description	+/- Adj.	Description	+/- Adj.
Property Rights Conveyed	Fee, Ease,						
Adjusted Price			#DIV/0!		#DIV/0!		#DIV/0!
Financing	Typical						
Adjusted Price			#DIV/0!		#DIV/0!		#DIV/0!
Condition of Sale	Arms-Length						
Adjusted Price			#DIV/0!		#DIV/0!		#DIV/0!
Market Conditions	Date of Sale						
Adjusted Price			#DIV/0!		#DIV/0!		#DIV/0!
Location							
Size (Sq. Ft.)							
Topography							
Utilities							
Other							
Net Adjustment		(+/-)	\$0.00	(+/-)	\$0.00	(+/-)	\$0.00
		Net %		Net %		Net %	
		Gross %	#DIV/0!	Gross %	#DIV/0!	Gross %	#DIV/0!
Adjusted Sales Price			#DIV/0!		#DIV/0!		#DIV/0!

SAME AS PREVIOUS

Adopted Unit Value, After (Land Only): \$3.25

Size	Unit of Measure	Rate	
9,483	Sq. Ft. @	\$3.25	\$30,820
Less Cost to Cure - (See Attached):			\$0
Less Easements (See Attached):			\$0
Less Other (See Attached):			\$0
Total After Value (Land Only):			\$30,820
r/o			
Difference in Before and After:			\$1,765.00

Parcel No. 2-029G-03-609.00

Project

Dynamic Message Sign Project

Appraisal Report

Explanation Of Adjustment-(Land)

(Before and After)

Before Value – Land Adjustments

Property Rights Conveyed: The property rights in all comparables are fee simple. This is typical of the area and no adjustments were necessary.

Financing: The financing of these sales are considered typical for this market. There is no adjustment for the differences in cash transactions, as compared to mortgage financing. The financial arrangements associated with the acquisition of the comparable data did not affect the prices paid. No adjustment of the cash equivalence was required.

Conditions of Sale: The conditions of sale for all comparables are considered arm's length.

Market Conditions: Sale 2 occurred prior to the COVID-19 pandemic during superior market conditions. A downward adjustment was made for this reason.

Location: The subject is a corner parcel located at the lighted intersection of East 4th Street and Main Street. All of the sales are corner parcels in close proximity and no location adjustment was applied. Sale 6a and 15a are located Lincoln Road on the corner of an intersection. The corner provides more frontage, access and demand for commercial development. For this reason and after pairing sales, a negative 20% adjustment is warranted.

Size: Typically, smaller size tracts sell at a higher unit value compared to larger size tracts. Adjustments were made based on their differences in size.

Topography: The topo of the subject contains zero un-useable, low area in a floodplain. Sale 1 had a portion of the site located in a creek bed and was considered inferior in topography. Sale 3 is mostly wooded and would required site work prior to development and was also considered inferior in topography.

Access: The subject has good access located from Main Street and East 4th Street. No adjustments for access are required.

Utilities: Similar utilities were available and no adjustments were made.

Zoning: The property is zoned B-2; Neighborhood Commercial. Sales 1 and 2 are zoned B-3; General Commercial, which permits a wider range of commercial uses. A (-5%) adjustment was made to Sales 1 and 2.

Before Value - Reconciliation of Land Sales

The sales used were all commercial land sales that are located in the general area.

The comparable sales had adjusted sales price from \$3.07 to \$4.67 per square foot. All of the sales are located in downtown area of Hattiesburg and are in close proximity to the subject. Sale 1 is the most recent sale and considered the most comparable. This is a corner parcel at the lighted intersection of Bushcman Street and Main Street. A small portion of the property is located in a creek bed and considered unusable area. Considering the useable area of the site, the property sold at \$3.80/sf. The site has superior frontage and downward adjustments were applied. After analyzing the above sales, it is our opinion due to the small size and affordability that the subject site would have a before value of \$3.25 per square foot for the land only value.

This results in a before land value of 9,751 square feet x \$3.25/sf = \$31,691

In addition, the depreciated cost of the loss of parking area of \$890 was applied to the before land value. This results in a total before land value of \$32,581, rounded to \$32,585.

Explanation Of Adjustment-(Land)

(Before and After)

After Value – Land Adjustments

Property Rights Conveyed: No different adjustments necessary.

Financing: No different adjustments necessary

Conditions of Sale: No different adjustments necessary

Market Conditions: Same as before

Location: Same as before

Size: No different adjustments necessary

Topography: No different adjustments necessary

Utilities: No different adjustments necessary

Other: No different adjustments necessary

Explanations of damages (if any): None.

After Value - Reconciliation of Land Sales

All of the same adjustments made in the before were applied in the after condition. We considered the same sales in the after condition and adopted an after value of \$3.25/sf in the after condition. This results in an after land value for the property of 9,483 sq. ft. x \$3.25/sf= \$30,820.

After Land Value – 9,483 sq. ft. x \$3.25/sf = \$30,820

Final Reconciliation of Value

	Before	After	Difference
Sales Comparison Approach	\$32,585	\$30,820	\$1,765
Cost Approach	N/A	N/A	N/A
Income Approach	N/A	N/A	N/A

Reconciliation	<i>Explain the appropriateness of the approaches, the accuracy of the data and calculations, and the quantity and quality of the data presented relative to the scope of the assignment and the specific appraisal problem.</i>
We have valued the subject property using the Sales Comparison Approach. The Income and Cost Approach did not apply due to the value of the site as vacant, and the lack of similar ground leases or income data. Our comparable sales were adjusted for differences thought to offer good support. Our overall before value also falls within the adjusted per square foot range of the land sales and offers good support. For the after value, we used the same sales and adopted the same land values as in the before condition. In the allocation of just compensation, we have considered all interests in the property. The before land value was determined to be \$32,585. The proposed acquisition area contains +/-268 square feet. The total after land value equals \$30,820.	

The difference between the Fair Market Value of the whole tract and the remainder is \$1,765 as of March 6th, 2021, and is our opinion of just compensation, for the acquisition of the real property rights described in this appraisal report.

Recommended Distribution of Final Value Estimate

For Accounting and Acquisition Purposes Only
(To Be Completed After Appraisal Made)

Acre(s) ▼

Fee/Leased Fee Interest

Parcel	Acq. Area		HBU	Land	Improvements		Damages		Total
					Item	Value	Item	Value	
PPIN No. 18818	268	SF	Comm.	\$875	Paving	\$890			\$1,765
									\$0
									\$0
									\$0
									\$0
Totals	1156	SF		\$875		\$890		\$0	\$1,765

Easements (Permanent / Temporary)

Parcel	Acq. Area		HBU	Land	Improvements		Damages		Total
					Item	Value	Item	Value	
									\$0
									\$0
									\$0
									\$0
									\$0
Totals	0.000			\$0		\$0		\$0	\$0

Quit-Claim Interest / Leasehold

Parcel	Acq. Area		HBU	Land	Improvements		Damages		Total
					Item	Value	Item	Value	
									\$0
									\$0
									\$0
									\$0
									\$0
Totals	1156	SF		\$0		\$0		\$0	\$0

Total of all Interests	\$1,765
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Parcel No. 2-029G-03-609.00

Appraisal Report

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Addenda

Terms and Definitions

Agency- the Federal Agency, State, State Agency, or person that acquires real property or displaces a person.

Appraisal- *USPAP 2018-2019*, pg. 3 defines an appraisal as the act or process of developing an opinion of value; an opinion of value.

Uneconomic Remnant- a parcel of real property in which the owner is left with an interest after the partial acquisition of the owner's property, and which the Agency has determined has little or no value or utility to the owner.

Total Ownership- the total amount of contiguous property, under the ownership of a single legal entity, as indicated by the map provided to the appraiser by the MDOT for an appraisal assignment.

Whole Tract- that amount of property, within the "Total Ownership", as determined by the appraiser, to be affected by the acquisition. The *whole tract* is defined by the appraiser and may be determined to be the same as the total ownership, or some defined area that is less than the "Total Ownership".

Larger Parcel⁻²- that tract, or tracts, of land which possess a unity of ownership and have the same, or an integrated, highest and best use. Elements of consideration by the appraiser in making a determination in this regard are contiguity, or proximity, as it bears on the highest and best use of the property, unity of ownership, and unity of highest and best use. Mississippi Case Law recognizes this concept but refers to it by use of the phrases "Highest and Best Use areas" or "Highest and Best Uses" ³ Designation of the Larger Parcel, for appraisals performed in connection with the disposal of excess property, may require the adoption of a hypothetical condition regarding "unity of ownership".

Excess Property - "(2)...whenever real property, with the exception of easements for highway purposes, has been acquired by the Mississippi Transportation Commission, in any manner, for public use and in the opinion of the commission all or any part thereof becomes unnecessary for public use, the same shall be declared on the minutes of the commission as excess property and sold at private sale at market value."⁴

Disposal as used in the appraisal of excess property, "means the sale of real property rights therein, including access or air rights, when no longer needed for highway right-of-way or other uses eligible for funding under title 23 of the [U.S.] Code"⁵

Fair Market Value - Fair Market Value is value in exchange. It is "the most probable price, as of a specified date, in cash, or in terms equivalent to cash, or in other precisely revealed terms, for which the specified property rights should sell after reasonable exposure in competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self-interest, and assuming that neither is under undue duress".⁶

Effective Date – The date on which the appraisal or review opinion applies. Source: Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th Edition, s.v. "effective date." (Chicago: Appraisal Institute, 2015), PDF e-book

Date of the Report – The date on which the report is transmitted to the client. Source: Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th Edition, s.v. "date of the report". (Chicago: Appraisal Institute, 2015), PDF e-book.

² The Uniform Appraisal Standards for Federal Land Acquisitions, Interagency Land Acquisition Conference, Published by the Appraisal Institute with the cooperation of the U.S. Department of Justice, Washington, D.C. 2000,

³ *Oughton v. Gaddis*, 683 So.2d 390 (Miss. 1996)

⁴ Mississippi Code of 1972, Annotated, § 65-1-123

⁵ United States Code, 23 CFR 710.105

⁶ *Potters II v. State Highway Comm'n of Mississippi*, 608 So. 2d 1227, 1231 (Miss. 1992).

Highest and Best Use- The best or most valuable use to which the property, [.....], is adapted. Mere speculative uses cannot be considered. There must be some probability that the land would be used within a reasonable time for the particular use to which it is adapted. There must be a present demand for the land for such purpose or a reasonable expectation of such demand in the near future.⁷

Before and After Rule [Mississippi]- When part of a larger tract of land is taken for public use, the owner should be awarded the difference between the fair market value of the whole tract immediately before the taking, and the fair market value of that remain[ing] immediately after the taking, without considering general benefits or injuries resulting from the use to which the land taken is to be put, that are shared by the general public.⁸ Any decrease or increase in the fair market value of real property prior to the date of valuation caused by the public improvement for which such property is acquired or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner, will be disregarded in determining the compensation for the property.⁹

Before Value- The fair market value of the whole tract immediately before the taking.¹⁰

After Value- The fair market value of that remain[ing] immediately after the taking, without considering general benefits or injuries resulting from the use to which the land taken is to be put, that are shared by the general public.

Due Compensation¹¹- Just Compensation¹² the value of the land taken and the damages, if any, which result... as a consequence of the taking, without considering either general benefits or injuries resulting from the use to which the land taken is to be put, shared by the general public.¹³

Damages to Remainder- *[In the context of valuation under the Before and After Rule, it is]* the depreciation in the fair market value of the remaining area, ...that is special, and not such as is common to all the property in the neighborhood.¹⁴ In determining damages, if any, to the remainder if less than the whole of a defendant's interest in property is taken, nothing shall be deducted there from on account of the supposed benefits incident to the public use for which the petitioner seeks to acquire the property.¹⁵

Cost-to-Cure Damages [the cost or costs associated with] the necessity of rebuilding fences and wells, the necessity of relocating roads, and other similar items. [Such] items are all part of the depreciated value of the property, since the landowner is required to do this construction in order to use the property in the manner in which it has been used or for which it is best adapted.¹⁶

Extraordinary Assumption –2018-2018 USPAP, pg. 4, defines extraordinary assumption as an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which if found to be false, could alter the appraiser's opinions or conclusions. Uncertain information might include physical, legal, or economic characteristic of the subject property; or conditions external to the property, such as market conditions or trends, or the integrity of data used in an analysis.

Hypothetical Condition – 2018-2019 USPAP, pg. 4, defines hypothetical condition as “a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for purpose of analysis.” Hypothetical conditions are contrary to known facts about physical, legal, or economic characteristic of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis.

⁷ MSHC v. Brooks, 123 So.2d 423, 427 (1960); MSHC v. Wagley, 231 So.2d 507 (1970);

⁸ Potters II v. MSHC, 608 So. 2d 1227 (Miss. 1992); MSHC v. Hillman, 189 Miss. 850, 198 So. 565 (1940)

⁹ Mississippi Code of 1972, Annotated, Section 43-37-3

¹⁰ Potters II v. MSHC, 608 So. 2d 1227 (Miss. 1992); MSHC v. Hillman, 189 Miss. 850, 198 So. 565 (1940)

¹¹ Constitution of Mississippi, Article 3, § 17

¹² Mississippi Code of 1972, Annotated, Section 43-37-3

¹³ MSHC v. Hillman, 198 So. 565;

¹⁴ MSHC v. Colonial Inn, Inc. 149 So.2d 851;

¹⁵ Mississippi Code of 1972, Annotated, Section 11-27-21;

¹⁶ Emerson v. MSHC, 208 So.2d 441

Intended User – USPAP 2018-2019, pg. 5 defines intended user as the client and any other party as identified, by name or type, as users of the appraisal or appraisal review report by the appraiser based on communication with the client at the time of the assignment.

Intended Use – USPAP 2018-2019, pg. 5 defines intended use as the use(s) of an appraiser's reported appraisal or appraisal review assignment results, as identified by the appraiser based on communication with the client at the time of the assignment.

Jurisdictional Exception – USPAP 2018-2019, pg. 5 as an assignment condition established by applicable law or regulation, which precludes an appraiser from complying with a part of USPAP.

Supplemental Standards – requirements issued by government agencies, government sponsored enterprises, or other entities that establish public policy which add to the purpose, intent and content of the requirements of USPAP, that have a material effect on the development and reporting of assignment results.

Plottage - the increment of value created when two or more sites are combined to produce greater utility. See also assemblage.

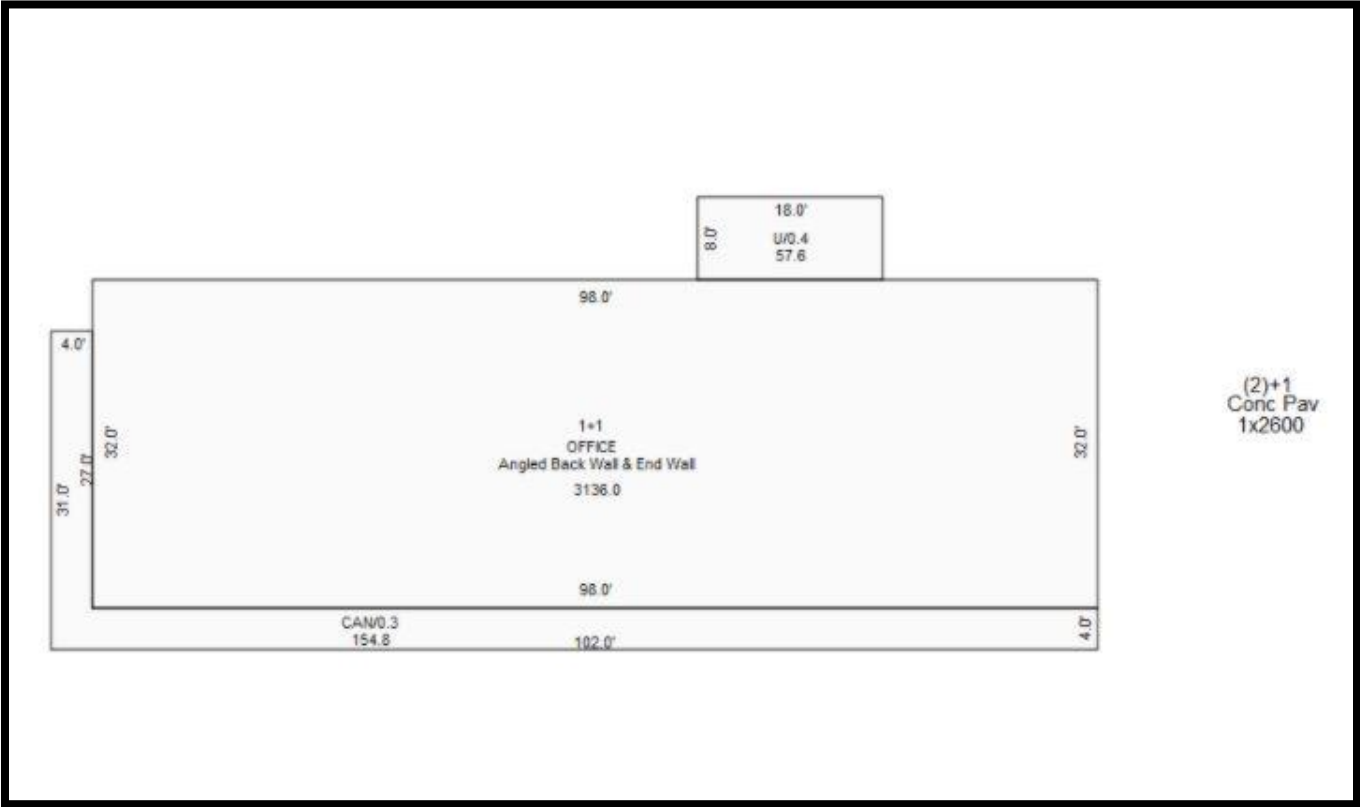
Assemblage - the combining of two or more parcels, usually but not necessarily contiguous, into one ownership or use; the process that creates plottage value. (USPAP, 2002 ed.) See also plottage.

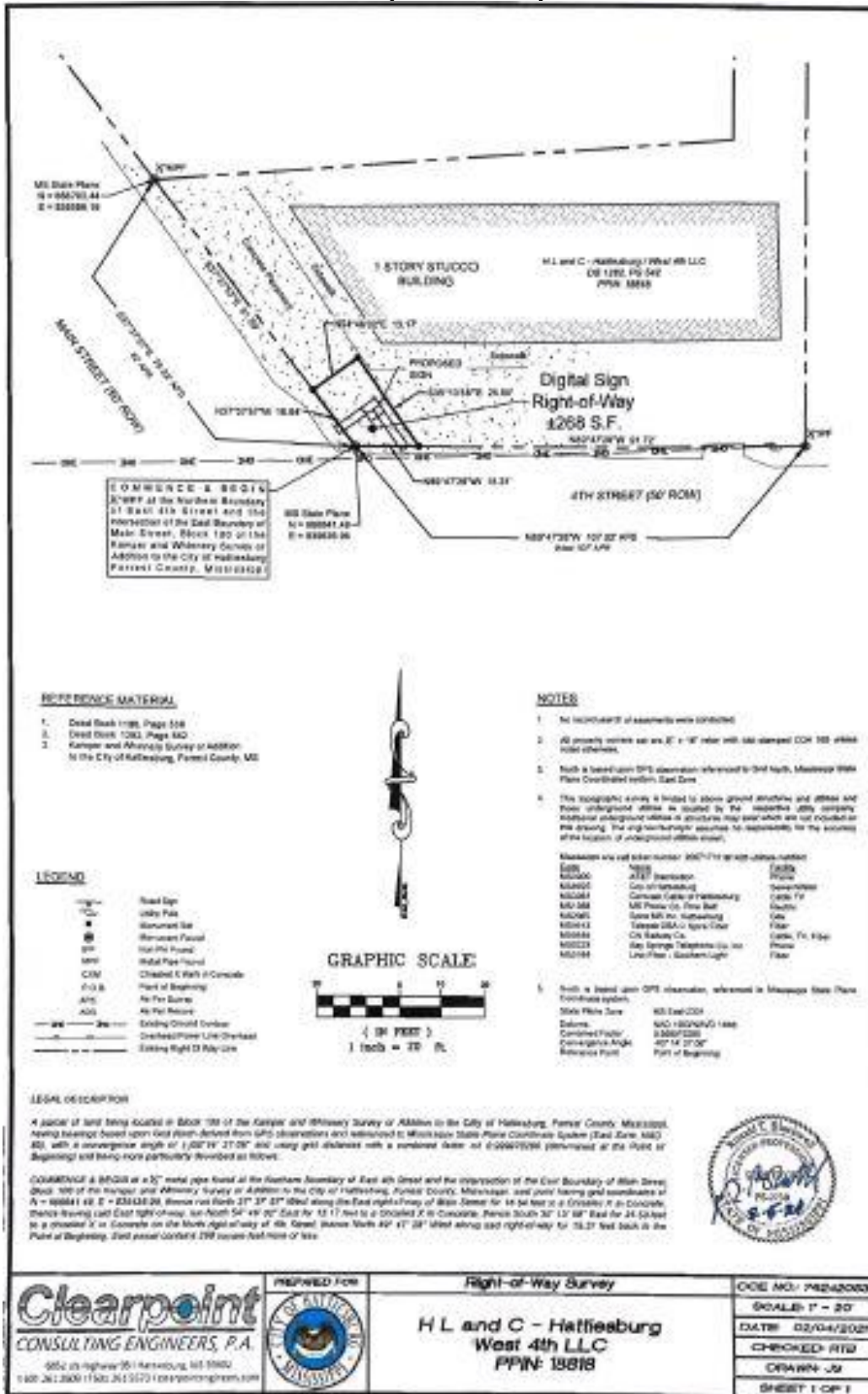
Assemblage Cost - the excess cost incurred to acquire individual adjacent parcels of real estate in a single ownership beyond the estimated cost of acquiring similar sites that do not form a specifically desired assemblage.

Scope of Work – “the Scope of Work is a written set of expectations that form an agreement or understanding between the appraiser and the agency as to the specific requirements of the appraisal, resulting in a report to be delivered to the agency by the appraiser. It includes identification of the intended use and intended user; definition of fair market value; statement of assumptions and limiting conditions; and certifications the type and extent of research and analyses in an assignment. Either the appraiser or the agency may recommend modifications to the initial Scope of Work, but both parties must approve changes.”¹⁷

¹⁷ Federal Highway Administration, Guide For Preparing An Appraisal Scope of Work, October, 2005

Sketch of Property¹⁸





Legal Description of Acquisition Area

LEGAL DESCRIPTION:

A parcel of land being located in Block 100 of the Kamper and Whinnery Survey or Addition to the City of Hattiesburg, Forrest County, Mississippi, having bearings based upon Grid North derived from GPS observations and referenced to Mississippi State Plane Coordinate System (East Zone, NAD 83), with a convergence angle of $(-00^{\circ}14'27.06''$ and using grid distances with a combined factor of 0.999970290 (determined at the Point of Beginning) and being more particularly described as follows:

COMMENCE & BEGIN at a $\frac{1}{2}$ " metal pipe found at the Northern Boundary of East 4th Street and the Intersection of the East Boundary of Main Street, Block 100 of the Kamper and Whinnery Survey or Addition to the City of Hattiesburg, Forrest County, Mississippi, said point having grid coordinates of $N = 666641.49$, $E = 839636.96$, thence run North $37^{\circ}37'57''$ West along the East right-of-way of Main Street for 16.64 feet to a Chiseled X in Concrete; thence leaving said East right-of-way, run North $54^{\circ}46'02''$ East for 13.17 feet to a Chiseled X in Concrete; thence South $35^{\circ}13'58''$ East for 25.50 feet to a chiseled X in Concrete on the North right-of-way of 4th Street; thence North $89^{\circ}47'28''$ West along said right-of-way for 15.31 feet back to the Point of Beginning. Said parcel contains 268 square feet more or less.



DEED

Blk:1282 Page:542-546

RCD: 06/08/2018 @10:52:40AM

FORREST COUNTY, MS

JIMMY C. HAVARD CHANCERY CLERK

Prepared By & Return To:

HL&C – Forrest, LLC

P O Box 1

Picayune, MS 39466

(601) 798-7508

GRANTOR:

HL&C - FORREST., LLC

P O Box 60

Picayune, MS 39466

(601) 798-7508

GRANTEE:

H L & C – Hattiesburg / West 4th LLC

P.O. Box 1

Hattiesburg, MS 39401

(601) 798-7508

Indexing Instructions: Lot 3, BLK 1, Phillips F F Sub of Crittenden, PPIN# 22908.

And

Index: Lot 2, BLK 168 McInnis K Sub of Crittenden, PPIN# 21973.

And

Index: part of Lot 3, M & F. A. Dunn Sub, PPIN# 14846

And

Index: part of lots 2, 3, and 4, Block 100, Kamper & Whinnery Survey or Addition, S ½ of the SW 1/4, Section 3, Township 4 North, R13W, PPIN# 18818

And

Index: part of Lot 1, Block A, Kamper John Sub. Blk. B, PPIN# 19676

And

Index: part of Lots 1, 2, 3, and 4 of Block 1, Mrs. L. Ellison Survey, PPIN# 14915

And

Index: Lot 8, Block Two (2), C.J. Miller Survey, PPIN# 20542

And

Index: part of Lots 3, 4, 6 and 7, Block 1, Bounds Addition to City of Hattiesburg, PPIN# 13295, 13292, 13290

And

Index: Lot 3 and part of Lot 4, Block 2, G. C. Robertson Subdivision, PPIN#23847

And

Index: Lot 15, Block 14, Yellow Pine Park, PPIN# 25778

And

Index: part of Lots 1-3, Blk 103, Kamper & Whinnery 1st, PPIN# 18859.

And

Index: Lots 53 & 54, Block 1, East Hattiesburg S/D, PPIN# 30290.

State of Mississippi

County of Forrest County

QUITCLAIM DEED

For and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged and confessed, **H L & C - Forrest, LLC, a Mississippi Limited Liability Company**, do hereby release and quitclaim unto, **H L & C – HATTIESBURG / WEST 4th LLC, a Mississippi Limited Liability Company**, the following described land and property, together with any and all improvements and appurtenances thereto belong, situated in Forrest County, Mississippi, to wit:

Lot 3, Block 1, Phillips FF Sub of Crittenden, Section 10, Township 4 North, Range 13W, Parcel No.: 2029F04149.00 PPIN# 22908, Forrest County, Mississippi.

ALSO: Lot 2, Block 168 McInnis K Sub of Crittenden Rec# 19558 218 3rd Street, PPIN# 21973, Section 10, Township 4 North, Range 13 West, Parcel: 2029J-100-57.00, Forrest County, Mississippi. PPIN#21973.

Receipt# 13537, Parcel# 2028H-05-045.00, PPIN# 14846, BG SE CR Lot 3, North 170 West 140 South 170 E, 140 to BG Part of Lot 3, M & Flora A. Dunn Sub, 27MAY82, B509 P344 DEATH CERTIFICATE 3MAY91 DB 757, PG 080, 080796, Prev#: H0176-01-034 S-T-R 5-04N-13W

ALSO KNOWN AS: Begin at the Southeast corner of Lot 3 of the M. and F.A. Dunn Subdivision of the City of Hattiesburg, Mississippi, and run North along the East boundary line of said Lot 3 a distance of 170 feet; thence West and parallel with the South boundary line of said Lot 3 a distance of 140 feet; thence run South and parallel with the said East boundary line of said Lot 3 a distance of 170 feet to the said South boundary line of said Lot 3 and run thence East along the said South boundary line of said Lot 3 a distance of 140 feet to the point of beginning.

Being part of Lot 3 of the M. and F.A. Dunn Subdivision in the City of Hattiesburg, Mississippi, as per the map or plat thereof dated November 10, 1898, and on file and of record in the office of the Chancery Clerk of Forrest County, Mississippi, in Plat Book 21, at page 48.

ALSO:

Tract 1: A part of Lots Two (2) , Three (3) and Four (4) in Block One Hundred (100) of the Kamper & Whinnery Survey or Addition to the City of Hattiesburg, Mississippi, and more particularly described as beginning at the point where the Northern boundary line of East Fourth Street intersects with Main Street and run East along said Northern boundary line of East Fourth Street one hundred seven (107) feet; thence North to the right of way of the Mississippi Central Railroad Company; thence Westerly along the Southern boundary line of said rail road right of way to the dividing line between said Lots Three (3) and Four (4); thence South along said dividing line between said Lots Three (3) and Four (4) to a point Seventy two (72) feet North of the Northern boundary line of East Fourth Street; thence West one hundred forty three (143) feet, more or less, to Main Street; thence along the Eastern boundary line of Main Street Eighty two (82) feet, more or less, to the point of beginning, being a part of the South Half (S1/2) of the Southwest Quarter (SW ¼) of Section Three(3), Township Four (4) North, Range Thirteen (13) West.

Tract 2: Beginning at the point where the Northern boundary line of East Fourth Street intersects with the Eastern boundary line of Main Street, in Block 100 of the Kamper and Whinnery Surveyor Addition to the City of Hattiesburg, Mississippi, and running thence in a Northerly direction along said Eastern boundary line of Main Street 82' to iron hub at the Northwest corner of property of now or formerly Pan American Petroleum Corporation, which iron hub being designated as the point of beginning; thence in an easterly direction along the North property line now or formerly of said Pan American Petroleum Corporation 13' 2"; thence in a northerly direction 1' 0"; thence in a Northwesterly direction along North edge of concrete driveway slab 19' 8" to the East boundary of Main Street; thence in a Southerly direction along said East boundary of Main Street 10' 0" to the point of beginning; It being intended by above description to cover that parcel of land adjacent to and immediately North of property now or formerly belonging to Pan American Petroleum Corporation that is covered by concrete and

being used for driveway purposes in the North approach to their property on said Main Street.

Being the same property acquired by The American Oil Company by deed from Pan-Am Southern Corporation, dated August 14, 1957, recorded in the office of the Chancery Clerk of Forrest County, Mississippi in Land Deed Record Book No. 190, Pages 86-87.

ALSO: Pt. N $\frac{1}{2}$ S $\frac{1}{2}$ of Lot 1 Beg. on S. line Mable St. 260 ft. N. & 27.5 ft E. SW cor. of 1 S. 130 ft E. 55 ft. N. 130 ft W. 55 ft. to beg. Blk. A Kamper John Sub. Blk. B, according to the official map or plat thereof on file and of record in the Office of the Chancery Clerk for Forrest County, Mississippi, and located in Section 9, Township 4 North, Range 13 West, Forrest County, Mississippi. Parcel #2-029K-09-092.00 PPIN #19676

ALSO: Commence at the SE corner of the SW $\frac{1}{4}$ of Section 4, Township 4 North, Range 13 West, in the City of Hattiesburg, Forrest County, Mississippi, and run North along the North and South center line of Section 4 for 645 feet, thence West at right angles for 30 feet, thence south parallel with the centerline of Section 4 for 52 feet for the point of beginning, thence South parallel with the center line of Section 4 for 52 feet, thence to the right at an angle of 89 degrees 20 minutes for 200 feet; thence to the right at an angle of 90 degrees 40 minutes for 52 feet, thence to the right at an angle of 89 degrees 20 minutes 200 feet to the point of beginning, said property being a part of Lots 1, 2, 3 and 4 of Block 1 of the Mrs. L. Ellison Survey or Addition to the City of Hattiesburg, Forrest County, Mississippi, together with the improvements thereunto and the appurtenances thereunto belonging. PPIN# 14915.

ALSO: Lot 8, Block 2, of the C.J. Miller 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. PPIN# 20542.

ALSO: The West 25 feet of Lot 3 and the East 33.6 feet of Lot 4 in Block 1 of the Bounds Addition to 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, which property is known as 607 West 4th Street in the City of Hattiesburg, Forrest County, Mississippi; all together with all improvements thereon and appurtenances thereunto belonging; LESS AND EXCEPT: A part of Lot 3 and 4, Block 1, Bounds Addition in the City of Hattiesburg, County of Forrest, State of Mississippi, and being more particularly described as follows: Commence at a $\frac{1}{2}$ inch metal rod at the Southwest corner of Lot 5 of said Bounds Addition; thence run South 89 degrees 55 minutes 07 seconds East and along the existing North right of way line of West 4th Street for 84.95 feet to the Southwest corner of Grantor's property for the point of beginning; thence run North 00 degrees 37 minutes 53 seconds East and along the West line of Grantor's property for 5.00 feet to the proposed North right of way line of West 4th Street; thence run North 89 degrees 58 minutes 15 seconds East and along said proposed North right of way line for 58.63 feet to the East line of Grantor's property; thence run South 00 degrees 43 minutes 33 seconds West and along said East line for 5.00 feet to the existing North right of way line of West 4th Street; thence run South 89 degrees 58 minutes 15 seconds West and along said existing North right of way line for 58.63 feet to the point of beginning; comprising of 0.007 acres (293 square feet), more or less.

ALSO: Lot 6 in Block 1 of the Bounds Addition to 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; as per map or 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; LESS AND EXCEPT: A part of Lot 6, Block 1, Bounds Addition in the City of Hattiesburg, County of Forrest, State of Mississippi, and being more particularly described as follows: Commencing at a $\frac{1}{4}$ " round iron pin at the Southwest corner of said Lot 6, said point also being the point of beginning; thence run North 00 degrees 14 minutes 43 seconds East and along the West line of said Lot 6 for 5.00 feet to the proposed North right of way line of West 4th Street; thence run South 89 degrees 56 minutes 49 seconds East and along said proposed North right of way line for 109.05 feet to the east line of said Lot 6; thence run South 00 degrees 28 minutes 49 seconds West and along said East line for 5.00 feet to the existing North right of way line for 109.03 feet to the point of beginning; comprising 0.013 acres (545 square feet), more or less.

AND ALSO: The West 52 $\frac{1}{4}$ feet of Lot 7 in Block 1 of the Bounds Addition to 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, as per the map or 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; LESS AND EXCEPT: A part of Lot 7, Block 1, Bounds 1, Bounds Addition in the City of Hattiesburg, County of Forrest, State of Mississippi, and being more particularly described as follows: Commencing at a $\frac{1}{4}$ inch round iron pin at the Southwest corner of said Lot 7, said iron pin also being the point of beginning; thence run North 00 degrees 18 minutes 00 seconds East and along the West line of said Lot 7 for 5.00 feet to the proposed North right of way line of West 4th Street; thence run South 89 degrees 53 minutes 15 seconds East and along said proposed North right of way line for 52.57 feet to the East line of Grantor's property; thence run South 00 degrees 17 minutes 59 seconds West and along said East line for 5.00 feet to the existing North right of way line of West 4th Street; thence run North 89 degrees 53 minutes 15 seconds West and along said existing North right of way line for 52.57 feet to the point of beginning; comprising 0.006 acres, (263 square feet), more or less. PPIN# 13295, 13292, 13290.

ALSO: Lot 3 and the East 8.00 feet of Lot 4, Block 2 of the G.C. Robertson Subdivision, as per the official map or plat there on file and of recorded in the office of the Chancery Clerk Office, and located in Section 4, Township 4 North, Range 13 West, Forrest County, Mississippi. PPIN# 23847.

ALSO: Lot 15, Block 14, of the YELLOW PINE PARK REC.#21859 Alt Parcel #234-0992-014-015.00 PPIN 25778, Yellow Pine Park Subdivision, in the City of Hattiesburg, County of Forrest, State of Mississippi, Parcel# 2-029G-03-209.00, S-T-R, 3-4N-13W, 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. PPIN# 25778.

ALSO: Receipt# 16959 Parcel #2-029G-03-586.00 PPIN#18859, S 55 feet OF Lots 1 & 2 of RR & LT 3 South of RR less PT to Ivory BLK 103 Kamper & Whinnery 1st BK 0552 PG0062 03/14/1985, Previous#:H0444-32-011 STR 3-4N-13W, Forrest County, Mississippi.

ALSO: Lot 53 & 54, Blk 1 East Hattiesburg S/D, 442/324 9/77 722/316
11/94, Parcel No. 3-022N-35-094.00 PPIN No. 30290 YR 2011 STR 35-
05N-13W, Forrest County, Mississippi.

Together with all and singular the rights, privileges, improvements and appurtenances to
the same belonging or in any wise appertaining.

This conveyance is made subject to any and all reservations, restrictions, easements,
exceptions, covenants and conditions of record, including any mineral, oil or gas reservations
and any covenants or restrictions of record.

This conveyance is made subject to any and all right-of-way and/or easements for public
roads and/or public utilities located on, over, and across the above described land as shown by
the Land Deed Records on file in the Office of the Chancery Clerk of Forrest County,
Mississippi. All rights of reversion to all such right-of-way and/or easements, if any are hereby
conveyed to the Grantee herein named.

WITNESS the signature of Mark Gibson, upon this, the 4th day of
June, A.D., 2018.


Mark A. Gibson
H L & C - Forrest, LLC

STATE OF MISSISSIPPI

COUNTY OF PEARL RIVER

Personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the
within named, **Mark A. Gibson**, who acknowledged that he is the Managing Member of **H L & C -
Forrest LLC, a Mississippi Limited Liability Company**, and that for and on behalf of the said
Limited Liability Company, and as its act and deed he signed, delivered, and executed the above and
foregoing Quitclaim Deed on the day and year therein mentioned, after first having been duly authorized
so to do.

GIVEN under my hand and seal of office this 4th day of June,
A.D., 2018.



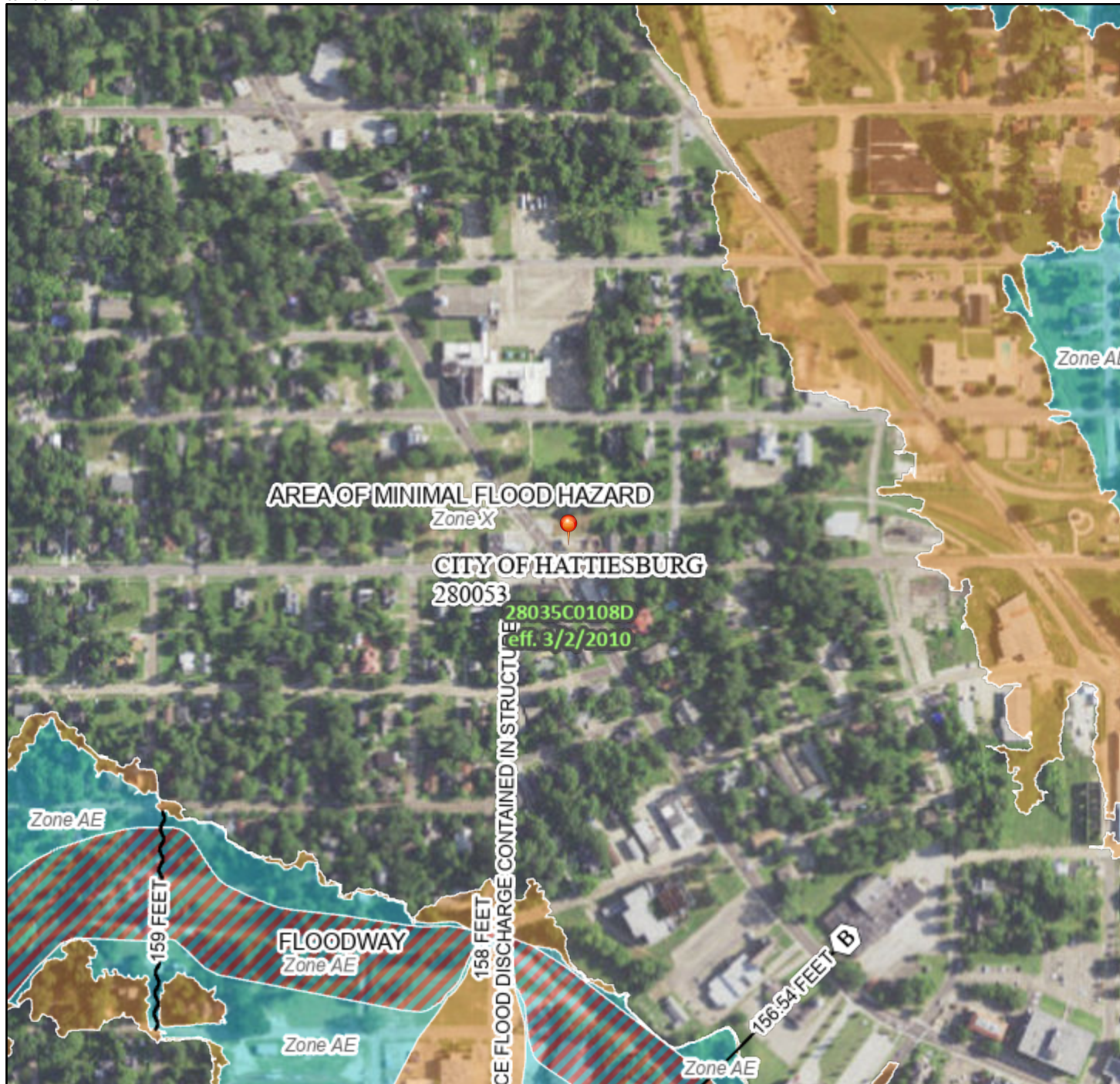

Notary Public

FORREST COUNTY MS JIMMY C. HAVARD
I CERTIFY THIS INSTRUMENT WAS FILED ON 6/8/2018 10:52:40 AM AND RECORDED IN DEED BOOK: 1282 PAGE: Pages 542 - 546

National Flood Hazard Layer FIRMette



89°18'6"W 31°20'11"N



0 250 500 1,000 1,500 2,000 Feet 1:6,000

Basemap: USGS National Map: Orthoimagery: Data refreshed October, 2020

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS		Without Base Flood Elevation (BFE) Zone A, V, A99
		With BFE or Depth Zone AE, AO, AH, VE, AR
		Regulatory Floodway
OTHER AREAS OF FLOOD HAZARD		0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
		Future Conditions 1% Annual Chance Flood Hazard Zone X
		Area with Reduced Flood Risk due to Levee. See Notes. Zone X
		Area with Flood Risk due to Levee Zone D
OTHER AREAS		NO SCREEN Area of Minimal Flood Hazard Zone X
		Effective LOMRs
		Area of Undetermined Flood Hazard Zone D
GENERAL STRUCTURES		Channel, Culvert, or Storm Sewer
		Levee, Dike, or Floodwall
OTHER FEATURES		20.2 Cross Sections with 1% Annual Chance Water Surface Elevation
		17.5 Cross Sections with 1% Annual Chance Water Surface Elevation
		Coastal Transect
		Base Flood Elevation Line (BFE)
		Limit of Study
		Jurisdiction Boundary
		Coastal Transect Baseline
MAP PANELS		Digital Data Available
		No Digital Data Available
		Unmapped



The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on **3/8/2021 at 6:34 PM** and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.



Property Link

FORREST COUNTY, MS

Current Date 3/ 2/2021

Tax Year 2020
Records Last Updated 3/ 2/2021

OWNER		PROPERTY DETAIL		ACRES : **NA**	
H L & C - HATTIESBURG/WEST 4TH				LAND VALUE : 16050	
506 BARKLEY RD				IMPROVEMENTS : 57730	
HATTIESBURG MS 39401				TOTAL VALUE: 73780	
				ASSESSED : 11068	
PARCEL		2-029G-03-609.00			
ADDRESS		1001 MAIN STREET			
TAX INFORMATION					
YEAR 2020	TAX DUE	PAID	BALANCE		
COUNTY	725.29	0.00	732.54		
CITY	588.04	0.00	593.92		
SCHOOL	731.37	0.00	738.68		
TOTAL	2044.70	0.00	2065.14	1.00% Penalty	
LAST PAYMENT DATE **NA**					
TAXES DELINQUENT PRIOR YEAR					
MISCELLANEOUS INFORMATION					
EXEMPT CODE		LEGAL		BG INSEC N/L 4TH ST & E/L MAIN	
HOMESTEAD CODE None				ST E107FT N 123.8FT W 17.5FT S	
TAX DISTRICT 1110				51.48 FTW 122.15FT N 1FT NW	
PPIN 018818				19.66 FT TO MAIN ST S 88.5FT	
SECTION 03				TO BEG BLK 100	
TOWNSHIP 04N				PREV #:H0444-29-006	
RANGE 13W				675/690 8/92 708/337 3/94	
				KAMPER & WHINNERY 1ST	
Book 1282	Page 0542				

PURCHASE COUNTY TAX SALE FILES

TAX SALES HISTORY, FOR UNPAID TAXES

Year	Sold To	Redeemed Date/By
2019	WOODMARK INVESTMENTS LLC	NOT REDEEMED
2017	KALE FARMS	8/ 1/2019 HL&C - FORREST LLC
2016	NOTLUGE FLP	7/30/2019 HL&C - FORREST LLC
2015	GREENVALLEY INVESTMENTS LLC	8/27/2018 HL&C - FORREST LLC
2014	LEE MITCHELL OR KAY	7/ 6/2017 H L & C
2013	LEE MITCHELL OR KAY	6/30/2016 HL & C
2012	ADAIR ASSET MANAGEMENT/BMO HARRI	6/29/2015 HL&C
2011	LEE MITCHELL OR KAY	NOT REDEEMED



Property Appraisal Link

FORREST COUNTY, MS

Current Date 3/ 2/2021

Tax Year 2019

PARCEL 2-029G-03-609.00
PPIN 018818
OWNER NAME
OWNER ADDRESS
PROPERTY ADDRESS
PROPERTY IS VACANT (Y/N) N
FIELD WORK BY DATE: //
CLASSED BY DATE: //
REVIEWED BY H/T DATE: 5/11/2017
REALTOR CODE

APPRAISAL INQUIRY

ALT PARCEL NUMBER 234 -0444-100-006.00

SKETCH 1 [VIEW](#)

H L & C - HATTIESBURG/WEST 4TH LLC

P O BOX 1

HATTIESBURG MS39401

1001 MAIN STREET

LEGAL DESCRIPTION

1 BG INSEC N/L 4TH ST & E/L MAIN
 2 ST E107FT N 123.8FT W 17.5FT S
 3 51.48 FTW 122.15FT N 1FT NW
 4 19.66 FT TO MAIN ST S 88.5FT
 5 TO BEG BLK 100
 6 PREV #H0444-29-006
 7 675/690 S/92 708/337 3/94

Block 100 Section 03 Township 04N Range 13W

Book 1282 Page 0542 Type QCD Date 6/ 8/2018

Book 1188 Page 378 Type QCD Date 10/22/2014

Book 1187 Page 298 Type QCD Date 10/ 6/2014

Book 1186 Page 539 Type TXD Date 9/30/2014

LOT INFORMATION

LOT CODE 0444 **LOT SIZE** **LOT VALUE** 16050

CODE	FRONT FT	DEPTH	PRICE	DEPTH TABLE	DEPTH %	ADJ %	DESCRIPTION	ADJ PRICE	APPRAISED	CLASS
OVER	8.00	124	322.56	9	.93	.60		179.99	1440	1
OVER	111.00	65	322.56	9	.68	.60		131.60	14610	1

ACRE INFORMATION

ACRES TYPE QUAL CLASS PRICE CODE UNCULTIVATED CODE PRICE ADJ % DESCRIPTION APPRAISED MARKET
 *** NO ACREAGE INFO ***

QUALIFICATIONS OF ZACHARY H. FAIRLEY

Professional Designations & Affiliations

- ◆ Licensed Real Estate Appraiser in the State of Mississippi, #LA-1868
- ◆ Practicing Affiliate of the Appraisal Institute (#563759)

Related Job Experience

Zac Fairley Appraisals, LLC December 2019 – Present

Owner - Appraise all forms of real estate, including commercial, industrial, residential, multi-family, subdivision developments, rights-of-way, partial interest, and timber land properties.

Collins and Null Appraisals, Inc. April 2007- October 2019

Real Estate Appraiser - Appraise all forms of real estate, including commercial, industrial, residential, rights-of-way, partial interest and timber land. Also includes preparation of documents for court proceedings, review of peer appraisals and expert witness testimony.

Academic Background

Petal High School- Petal, MS - (2003)

High School Diploma

Jones County Junior College - (2005)

Associate of Arts Degree in Business Administration

The University of Southern Mississippi - (2012)

Bachelor of Science in Business Administration (Real Estate, Finance)

Professional Education

Appraisal Principles Course (110) - Dallas, TX	Appraisal Institute	2012
Appraisal Procedures Course (120) - Dallas, TX	Appraisal Institute	2012
Standards of Professional Practice, USPAP - Dallas, TX	Appraisal Institute	2012
Business Practices & Ethics (MAB #49249) Online	Appraisal Institute	2013
General Site Valuation and Cost Approach - Houston, TX	Appraisal Institute	2013
Residential Market Analysis and Highest & Best Use (MAB #7325)	Appraisal Institute	2014

Parcel No. 2-029G-03-609.00

Project

Dynamic Message Sign

Appraisal Report

Residential Site Valuation and Cost Approach (MAB #49132)	Appraisal Institute	2014
Residential Sales Comparison and Income Approach	Appraisal Institute	2014
Residential Report Writing and Case Studies	Appraisal Institute	2014
Condemnation Appraising: Principles & Applications (MAB #49179)	Appraisal Institute	2015
USPAP Update (2016-2017)	Appraisal Institute	2016
105 The Uniform Act - Executive Summary	MDOT	2016
General Appraiser Sales Comparison Approach (MAB#49264)	Appraisal Institute	2017
Real Estate Finance, Statistics, and Valuation Modeling (MAB#49442)	Appraisal Institute	2018
USPAP Update (2018-2019)	Appraisal Institute	2018
General Appraiser Income Approach, Part 1 (MAB#49573)	Appraisal Institute	2018
General Appraiser Income Approach, Part 2 (MAB#49342)	Appraisal Institute	2019
General Appraiser Market Analysis & Highest and Best Use (MAB#49647)	Appraisal Institute	2020
Valuation Impacts from Covid-19	Appraisal Institute	2020
General Appraiser Report Writing & Case Studies (MAB#49729)	Appraisal Institute	2020
Advanced Income Capitalization (MAB#49604)	Appraisal Institute	2020





Memorandum

To: Mayor Toby Barker and Members of City Council

From: Ginger Lowrey, Planning Administrator

cc: Andrew Ellard, Director

Date: Tuesday, April 6, 2021

Re: Ratify and confirm the Mayor's re-appointment of Dick Conville (W3) to the Hattiesburg Board of Adjustment for a three year term beginning April 17, 2021 and ending April 16, 2024.
File Number: 2021-294
Minute Book #

Summary

Ratify and confirm the Mayor's re-appointment of Dick Conville (W3) to the Hattiesburg Board of Adjustment for a three year term beginning April 17, 2021 and ending April 16, 2024

Recommendation Statement

Ratify and confirm the Mayor's re-appointment of Dick Conville (W3) to the Hattiesburg Board of Adjustment for a three year term beginning April 17, 2021 and ending April 16, 2024

Please place this on the April 6, 2021 City Council meeting for consideration.

BOARD/COMMISSION APPOINTMENT DATA SHEET

BOARD/COMMISSION Board of Adjustment

TERM OF OFFICE: 3 years PERIOD: April 17, 2021 through April 16, 2024

REPLACES: Reappointment

NAME OF PROPOSED APPOINTEE: Richard (Dick) Conville

PLEASE GIVE FULL NAME, IF NICKNAME IS USED, PLEASE PUT IN PARENTHESIS ()

ADDRESS: 104 Cherokee Court

HOME PHONE NUMBER: 601-264-2274 WARD 3

PLACE OF EMPLOYMENT: Retired

EMPLOYMENT ADDRESS: _____

EMPLOYMENT PHONE NO: _____ POSITION _____

PERSON CONTACTED BY Andrew Ellard, Director Urban Development

DATE 3-22-2021

AGREED TO SERVE Yes DECLINED: _____



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director

cc: Wiley Quinn, Code Enforcement Division Manager

Date: Tuesday, April 6, 2021

Re: Ratification of Release of Lien documents filed in relation to Code Enforcement clean-up assessments.
File Number: 2021-280
Minute Book #

Summary

Ratification of Release of Liens 4 6 2021

Recommendation Statement

I recommend the ratification of the release of lien documents for the properties on the attached list.

Please place this on the April 6, 2021 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: March 2, 2021

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
Anthony Laurencio	104 Fox Fire Dr.	15365	1316/361-362	Resolution 2019-146 Payment Received \$1,939.25
Thomas Pearson	209 E. 3 rd Street	21994	1316/339-340	Resolution 2019-135 Payment Received \$3,388.78
Thomas Pearson	209 E. 3 rd Street	21994	1338/728-729	Resolution 2020-128 Payment Received \$18,862.26
South Street Investments, LLC	102 South Street	19729	1348/243-244	Resolution 2020-246 Payment Received \$162.50
Givon Forbes	111 Dearborne Street	20922	1339/15-16	Resolution 2020-151 Payment Received \$246.00
Givon Forbes	111 Dearborne Street	20922	1307/176-177	Resolution 2019-38 Payment Received \$1738.00
Givon Forbes	111 Dearborne Street	20922	1332/719-720	Resolution 2020-31 Payment Received \$896.00

Daren Pittman	1715 E. Hardy Street	26796	1316/357-358	Resolution 2019-144 Payment Received \$20, 456.93
Michael Bethley	1215 Hall Avenue	22074	1348/235-236	Resolution 2020-242 Payment Received \$197.25
Belinda & Harvell Harris, Jr.	1200 Alcorn Avenue	22106	1332/695-696	Resolution 2020-18 Payment Received \$155.63
Grady E. & Brenda Newell, Ada Tate, Marvin King, Larry Nelson	603 Katie Avenue	18476	1307/209-210	Resolution 2019-53 Payment Received \$238.00

STATE OF MISSISSIPPI
COUNTY OF FORREST

DEED



Bk:1361 Page:217-218
RCD: 03/09/2021 @ 1:51:11PM
FORREST COUNTY, MS
LANCE C. REID CHANCERY CLERK

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: 361-362
BENEFICIARY: City of Hattiesburg
AMOUNT: \$1,939.25
NAME: Anthony Lourenco

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.

104 Fox Fire Drive Parcel# 2-028G-05-064.00

Legal Description:

LT 4 FOXFIRE VILLAGE SUBDIVISION B 538 P 203 5/84 BK 636 PG 144 11/15/1989 B 666 P 185 1/29/92
PARCEL NO 2-28G-05-064.00 S-T-R- 05-04N-13W PPIN 45365 ASLO KNOW AS 104 FOXFIRE DR.

IN WITNESS WHEREOF, this instrument is executed on this the 9th day of

March, 2021.

CITY OF HATTIESBURG

BY: Toby Barker
TOBY BARKER, MAYOR

ATTEST:

Kermas Eaton

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 9th day of March, 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:

10/19/2021

STATE OF MISSISSIPPI
COUNTY OF FORREST



DEED
Bk:1361 Page:219-220
RCD: 03/09/2021 @ 1:52:21:PM
FORREST COUNTY, MS
LANCE C. REID CHANCERY CLERK

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: 339-340
BENEFICIARY: City of Hattiesburg
AMOUNT: \$3,388.78
NAME: Thomas Pearson

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.

209 E. 3rd Street Parcel #2-029J-10-053.00

Legal Description:

Lot Twenty-four (24) in Block One (I) of the K. McInnis Subdivision of Block One Hundred Sixty-eight (168) of the Crittenden Survey of the City of Hattiesburg, Forrest County, Mississippi, as per map or plat of said survey on file and of record in the Office of the Chancery Clerk of Forrest County, Mississippi.

IN WITNESS WHEREOF, this instrument is executed on this the 9th day of

March, 2021

CITY OF HATTIESBURG

BY: Toby Barker
TOBY BARKER, MAYOR

ATTEST:

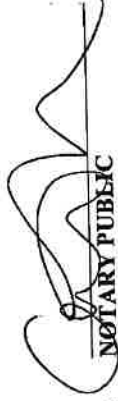
Kermas Eaton
KERMAS EATON

STATE OF MISSISSIPPI

COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for said county and state, on this the 9th day of March, 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:

10-19-2021

STATE OF MISSISSIPPI
COUNTY OF FORREST

DEED



Bk:1361 Page:221-222
RCD: 03/09/2021 @ 1:53:11:PM
FORREST COUNTY, MS
LANCE C. REID CHANCERY CLERK

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: June 4, 2020
BOOK: 1338
PAGE: 728-729
BENEFICIARY: City of Hattiesburg
AMOUNT: \$18,862.26
NAME: Thomas Pearson and/or Estate and Heirs

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.

209 E. 3rd Street Parcel #2-029J-10-053.00

Legal Description:

Lot Twenty-four (24) in Block One (1) of the K. McInnis Subdivision of Block One Hundred Sixty-eight (168) of the Crittenden Survey of the City of Hattiesburg, Forrest County, Mississippi, as per map or plat of said survey on file and of record in the Office of the Chancery Clerk of Forrest County, Mississippi.

IN WITNESS WHEREOF, this instrument is executed on this the 9th day of

March, 2021.

CITY OF HATTIESBURG

BY: Toby Barker
TOBY BARKER, MAYOR

ATTEST:

Kermas Eaton
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 9th day of March, 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:

10-19-2021

STATE OF MISSISSIPPI
COUNTY OF FORREST



DEED
Bk:1361 Page:223-224
RGD: 03/09/2021 @ 1:54:06:PM
FORREST COUNTY, MS
LANCE C. REID CHANCERY CLERK

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:	September 21, 2020
BOOK:	1348
PAGE:	243-244
BENEFICIARY:	City of Hattiesburg
AMOUNT:	\$162.50
NAME:	South Street Investments, LLC

in the office of the Chancery Clerk of Forrest County, Mississippi, is now fully paid and satisfied; and the Clerk of Chancery Court of Forrest County, Mississippi, is hereby authorized to enter satisfaction and certificate of payment in full upon said instrument and that this order be recorded in the records of said County as is provided by law.

102 South Street Parcel# 2-029K-09-035.00

Legal Description:

A part of Lot 11, Block "B" of the John Kamper Subdivision, Hattiesburg, Forrest County, Mississippi, and more particularly described as: Commencing at the Northeast corner of the above sad Lot 11, Block "B"; thence South and along the East line of said Lot 11 for 140. Feet to the Point of Beginning; thence continue South and along the East line of said Lot 11 for 39.7 feet; thence West 79 feet to the East margin of South Street; thence North and along the East margin of South Street 39.7 feet; thence East 79 feet to the Point of Beginning.

IN WITNESS WHEREOF, this instrument is executed on this the 9th day of

March, 2021

CITY OF HATTIESBURG

BY: Toby Barker
TOBY BARKER, MAYOR

ATTEST:

Kemas Eaton
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 9th day of March, 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:

10-19-2021

STATE OF MISSISSIPPI
COUNTY OF FORREST



DEED
Bk:1361 Page:225-226
RCD: 03/09/2021 @ 1:55:06:PM
FORREST COUNTY, MS
LANCE C. REID CHANCERY CLERK

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: June 4, 2020
BOOK: 1339
PAGE: 15-16
BENEFICIARY: City of Hattiesburg
AMOUNT: \$246.00
NAME: Givon Forbes

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.

111 Dearborne Street Parcel # 2-029K-09-388.00

Legal Description:

Parcel: 2-029K-09-388.00 111 Dearborne Street, Hattiesburg, Mississippi and better
described as Lots 18 and 19 in Block 5 of the Mosley and Dozier Subdivision as per map or
plats 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 9th day of

March, 2021.

CITY OF HATTIESBURG

BY: Toby Barker
TOBY BARKER, MAYOR

ATTEST:

Kermas Eaton
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 9th day of May, 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:

10-19-2021

STATE OF MISSISSIPPI
COUNTY OF FORREST



DEED
Bk:1361 Page:229-230
RCD: 03/09/2021 @ 1:56:59:PM
FORREST COUNTY, MS
LANCE C. REID CHANCERY CLERK

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: 176-177
BENEFICIARY: City of Hattiesburg
AMOUNT: \$1738.00
NAME: Givon Forbes

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.

111 Dearborne Street Parcel # 2-029K-09-388.00

Legal Description:

Parcel: 2-029K-09-388.00 111 Dearborne Street, Hattiesburg, Mississippi and better
described as Lots 18 and 19 in Block 5 of the Mosley and Dozier Subdivision as per map or
plats 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 9th day of

March, 2021.

CITY OF HATTIESBURG

BY: Toby Barker
TOBY BARKER, MAYOR

ATTEST:

Kermas Eaton
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 9th day of March 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:

10-19-2021

STATE OF MISSISSIPPI
COUNTY OF FORREST



DEED
Bk:1361 Page:227-228
RCD: 03/09/2021 @ 1:56:02:PM
FORREST COUNTY, MS
LANCE C. REID CHANCERY CLERK

RELEASE

KNOW ALL MEN BY THESE PRESENT: That the CITY OF HATTIESBURG,
having previously filed a Resolution as a result of code enforcement action against certain
property in the following location:

DATE FILED: February 26, 2020
BOOK: 1332
PAGE: 719-720
BENEFICIARY: City of Hattiesburg
AMOUNT: \$896.00
NAME: Givon Forbes

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.

111 Dearborne Street Parcel # 2-029K-09-388.00

Legal Description:

Parcel: 2-029K-09-388.00 111 Dearborne Street, Hattiesburg, Mississippi and better
described as Lots 18 and 19 in Block 5 of the Mosley and Dozier Subdivision as per map or
plats 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 9th day of

March, 2021.

CITY OF HATTIESBURG

BY: Toby Barker
TOBY BARKER, MAYOR

ATTEST:

Kermas Eaton
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 9th day of March, 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:

10-19-2021

STATE OF MISSISSIPPI
COUNTY OF FORREST

DEED



Bk:1361 Page:231-232
RCD: 03/09/2021 @ 1:58:50:PM
FORREST COUNTY, MS
LANCE C. REID CHANCERY CLERK

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: 357-358
BENEFICIARY: City of Hattiesburg
AMOUNT: \$20,456.93
NAME: Daren Joe Pittman

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.

1715 E. Hardy Street Parcel #2-030N-11-003.00

Legal Description:

Commence at the Northwest corner of the Northwest Quarter of the Southeast Quarter of section 11, Township 4 North, Range 13 West, Forrest County, Mississippi, thence run West 175 feet, thence run South 505 feet, thence run Easterly 350 feet to a point which is 687 feet South of the North boundary of the Northwest Quarter of the Southeast Quarter of said Section, Township and Range, thence run North 687 feet, thence run West 175 feet to the Point of Beginning.

IN WITNESS WHEREOF, this instrument is executed on this the 9th day of

March, 2021

CITY OF HATTIESBURG

BY: Toby Barker
TOBY BARKER, MAYOR

ATTEST:

Kermas Eaton
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:

10-19-2021

STATE OF MISSISSIPPI
COUNTY OF FORREST



DEED
Bk:1361 Page:233-234
RGD: 03/09/2021 @ 1:59:45:PM
FORREST COUNTY, MS
LANCE C. REID CHANCERY CLERK

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: September 21, 2020
BOOK: 1348
PAGE: 235-236
BENEFICIARY: City of Hattiesburg
AMOUNT: \$197.25
NAME: L.D. & Michael Bethley

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.

1215 Hall Avenue Parcel #2-037D-14-128.00

Legal Description:

1215 Hall Avenue, Hattiesburg, MS, Forrest County and better described as, to-wit: Lot
Twelve (12) of Block Five (S) of McInnis, Mitchell, & Longre Subdivision. Section 14,
Township 04N, Range 13W PREV #:H0656-05-012

IN WITNESS WHEREOF, this instrument is executed on this the 9th day of

March, 2021

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 9th day of March, 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:

10-19-2021

STATE OF MISSISSIPPI
COUNTY OF FORREST



DEED
Bk:1361 Page:235-236
RGD: 03/09/2021 @ 2:00:41:PM
FORREST COUNTY, MS
LANCE C. REID CHANCERY CLERK

RELEASE

KNOW ALL MEN BY THESE PRESENT: That the CITY OF HATTIESBURG,
having previously filed a Resolution as a result of code enforcement action against certain
property in the following location:

DATE FILED: February 26, 2020
BOOK: 1332
PAGE: 695-696
BENEFICIARY: City of Hattiesburg
AMOUNT: \$155.63
NAME: Harvell & Belinda Harris, Jr.

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.

1200 Alcorn Avenue Parcel #2-038P-22-153.00

Legal Description:

A part of the Northwest Quarter of the Northeast Quarter of Section 2, Township 4 North,
Range 13 West, in the City of Petal, County of Forrest, State of Mississippi, and being more
particularly described as beginning 235.0 feet West of the Southeast corner of the said
Northwest Quarter of the Northeast Quarter, thence run West for 175.00 feet, thence run
South 00 degrees 09 minutes 51 seconds West for 248.91 feet to the Point of Beginning
comprising 1.0 acre, more or less; together with all improvements thereon and
appurtenances thereunto belonging.

IN WITNESS WHEREOF, this instrument is executed on this the 9th day of

March, 2021.

CITY OF HATTIESBURG

BY: Toby Barker
TOBY BARKER, MAYOR

ATTEST:

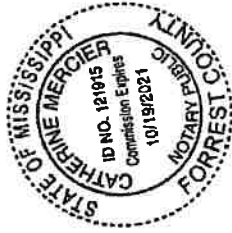
Kermas Eaton

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 9th day of March, 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:

10-19-2021

STATE OF MISSISSIPPI
COUNTY OF FORREST



DEED

Bk: 1361 Page: 237-238
RD: 03/09/2021 @ 2:01:38 PM
FORREST COUNTY, MS
LANCE C. REID CHANCERY CLERK

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:	209-210
BENEFICIARY:	City of Hattiesburg
AMOUNT:	\$238.00
NAME:	Grady & Brenda Newell, Ada Tate, Marvin King, Larry Nelson

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.

603 Katie Avenue Parcel #2-038B-15-017.00

Legal Description:

A part of Lot Two (2) of Block One Hundred Three (103) of the Kamper & Lewin Subdivision in the said 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 Count, Mississippi, and more particularly described as follows, to-wit:

Commence at the Northwest corner of said Lot 2 in said Block and Survey and run East for a distance of 90 feet to and for a point of beginning; run thence East along Katie Avenue for a distance of 60 feet; run thence South for a distance of 145 feet; run thence East for a distance of 60 feet to the East line of said Lot 2, being the same line as fixed by the Chancery Court of Forrest County, Mississippi, in Cause No. 10,510; run thence South Along the said line 58 feet; run thence West for a distance of 120 feet; and run thence North for a distance 203 feet, more or less, to the Point of Beginning, together with the improvements thereon and appurtenances thereunto belonging.

IN WITNESS WHEREOF, this instrument is executed on this the 9th day of

March, 2021

CITY OF HATTIESBURG

BY: Toby Barker
TOBY BARKER, MAYOR

ATTEST:

Kermas Eaton
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 9th day of March, 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:

10-19-2021



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Sherrocko Stewart, Fire Chief

cc:

Date: Tuesday, April 6, 2021

Re: Ratification of the submitted grant application to the Federal Emergency Management Agency (FEMA) FY 2020 Staffing for Adequate Fire and Emergency Response (SAFER) Grant Program, to fund 18 additional firefighter positions for three years, at a total project cost of \$2,557,947.06 (100% federal share).
File Number: 2021-290
Minute Book #

Summary

FY 2020 FEMA SAFER Grant Program

Recommendation Statement

I recommend ratification of the submitted grant application to the Federal Emergency Management Agency (FEMA) FY 2020 Staffing for Adequate Fire and Emergency Response (SAFER) Grant Program, to fund 18 additional firefighter positions for three years, at a total project cost of \$2,557,947.06 (100% federal share).

Please place this on the April 6, 2021 City Council meeting for consideration.

**You have successfully submitted your application.**

System for Award Management (SAM.gov) profile

Please identify your organization to be associated with this application.

All organization information in this section will come from the System for Award Management (SAM) profile for that organization.

HATTIESBURG, CITY OF

Information current from SAM.gov as of:	03/07/2021
DUNS (includes DUNS+4):	079448130
Employer Identification Number (EIN):	646000432
Organization legal name:	HATTIESBURG, CITY OF
Organization (doing business as) name:	
Mailing address:	PO BOX 1898 HATTIESBURG, MS 39403-1898
Physical address:	200 FORREST ST HATTIESBURG, MS 39401-3451
Is your organization delinquent on any federal debt?	N
SAM.gov registration status:	Active as of 02/11/2021

☒ We have reviewed our bank account information on our SAM.gov profile to ensure it is up to date

Applicant information

Please provide the following additional information about the department or organization applying for this grant.

Applicant name (i.e., fire department name)	City of Hattiesburg - Hattiesburg Fire Department
---	--

Main address of location impacted by this grant

Main address 1	622 Corinne St
Main address 2	
City	Hattiesburg
State/territory	MS
Zip code	39401
Zip extension	3851

In what county/parish is your organization physically located? **Forrest**
If you have more than one station, in what county/parish is your main station located?

Applicant characteristics

The SAFER (Staffing for Adequate Fire and Emergency Response) program intends to improve or restore local fire departments' staffing and deployment capabilities so they may more effectively respond to emergencies. With the restored or enhanced staffing, grantees should see a reduction in response times and an increase in the number of trained personnel assembled at the incident scene. Grant funds are available in two activities: Hiring Firefighters and Recruitment and Retention of Volunteer Firefighters. Please review the Notice of Funding Opportunity for information on available program areas and for more information on the evaluation process and conditions of award.

Please provide the following additional information about the applicant.

Applicant type **Fire Department/Fire District**

What kind of organization do you represent? **All Paid/Career**

Which activity are you applying for? **Hiring of Firefighters**

Operating budget

What was your department's operating budget (e.g., personnel, maintenance of apparatus, equipment, facilities, utility costs, purchasing expendable items, etc.) related to fire-related programs and emergency response for the current (at time of application) fiscal year, as well as the previous three fiscal years?

Current Fiscal Year (i.e., 2020) **2021**

Fiscal Year	Operating budget
2021	\$9,496,520.00
2020	\$9,526,409.00
2019	\$8,917,310.00
2018	\$8,820,778.00

What percentage of the declared operating budget is dedicated to personnel costs (salary, benefits, overtime costs, etc.)? **92**

Does your department have any rainy day reserves, emergency funds, or capital outlay? **No**

What percentage of the declared operating budget is derived from the following	2021
Taxes	98.99

What percentage of the declared operating budget is derived from the following	2021
Bond issues	0
EMS billing	0
Grants	0
Donations	0
Fund drives	0
Fee for service	1.01
Other	0
Total	100 %

Describe your financial need to include descriptions of the following:

- Income vs. expense breakdown of the current annual budget
- Budget shortfalls and the inability to address financial needs without federal assistance
- Actions taken to obtain funding elsewhere (i.e. state assistance programs or other grant programs)
- How your critical functions are affected without this funding

For many years Hattiesburg Fire Department (HFD) has remained short-staffed, almost always operating with around 80% of authorized strength due to funding shortfalls and bureaucratic foot-dragging in hiring practices. In 2017, Hattiesburg citizens elected a progressive new mayor who, while struggling to balance the budget, committed to improving the city's fire rating from Class 4 to Class 3 (Mississippi uses its own insurance rating system that closely mirrors ISO). The most daunting challenges in achieving that goal were the need for a ninth fire station--which has been addressed--and the addition of manpower. In early 2018 HFD operated with only 99 of its 117 authorized operational personnel. Staffing has steadily increased since to fill all 117 positions, assuming all recruits currently in training become certified. Staffing has been largely responsible for the increase in HFD's operating budget from \$8,420,899 in 2017 to \$9,526,409 in 2020. Summer of 2020, HFD achieved its goal of a Class 3 rating. The mayor and fire chief refined their vision to include meeting national staffing standards. Currently, 18 additional firefighters are needed to meet NFPA 1710 recommendations and the stumbling blocks described below have hindered progress. As a result, we are asking for help with those 18 positions through the SAFER program. Known as the "Hub City," Hattiesburg is the primary retail shopping center for the south-central MS region. As a result, its municipal economy is heavily dependent on sales tax revenue, which accounts for about 55% of total city income. Although the economy was experiencing growth, the COVID-19 lockdown devastated sales tax revenue. Our mayor's proactive and cautious approach to the pandemic produced more persistent restrictions in Hattiesburg than in the rest of the state. The resulting revenue decrease precipitated a dreaded city

workforce reduction. In March when economic shut-downs began halfway into the month, sales tax revenue decreased by approximately 15%. Fiscal year 2020 saw an overall 6% decrease in sales tax revenue. HFD was fortunate to not suffer personnel cuts, but city departments across the board struggled with additional budget cuts necessitated by the reduction in revenue while ending FY 2020 and entering FY 2021. While Hattiesburg's COVID-19 financial woes are by no means unique, Hattiesburg's situation is worsened by the fact that the city is still recovering from a catastrophic 2017 tornado that destroyed or heavily damaged over 500 homes and businesses, including several municipal facilities. One building lost was an aging fire station that was grossly under-insured. That company is still operating out of an old lawn mower maintenance building while the city struggles to appropriate funds for a new station. As explained below, poor spacing of existing fire stations in many commercial corridors coupled with three-person engine companies hinders HFD's ability to effectively respond to many emergencies in an acceptable time-frame. Even before COVID-19, HFD experienced budget challenges that ultimately led to discontinuation of annual NFPA 1582 medical/physical exams. Although HFD currently provides physicals that are close to meeting the standard, the fact remains that this is a weakness that needs to be addressed. A commitment has been made by HFD to reinstate the NFPA-compliant physicals in the near future, and options and pricing are currently being researched. As proven by research and experience, inadequate manpower on fire scenes results in poor outcomes and increased risk for firefighters and citizens alike. Creation of the requested positions will enable four-person staffing on 10 of our class A apparatus. It will allow five-person staffing of our 11th company, a quint based at a busy but remote station that is considered geographically restricted under the 2020 edition of NFPA 1710. These positions will bring HFD into full compliance with NFPA 1710.

Other funding sources

This fiscal year, are you receiving Federal funding from any other grant program for the same purpose for which you are applying for this grant? **No**

This fiscal year, are you receiving Federal funding from any other grant program regardless of purpose? **No**

Applicant and community trends

Please provide the following additional information about the applicant.

Injuries and fatalities	2020	2019	2018
What is the total number of fire-related civilian fatalities in your jurisdiction over the last three calendar years?	1	0	0
What is the total number of fire-related civilian injuries in your jurisdiction over the last three calendar years?	6	0	0
What is the total number of line of duty member fatalities in your jurisdiction over the last three calendar years?	0	0	0
What is the total number of line of duty member injuries in your jurisdiction over the last three calendar years?	12	12	9

How many frontline vehicles does your organization have in each of the types or classes of vehicle listed below that respond to first alarm assignments in support of NFPA 1710/1720? You must include vehicles that are leased or on long-term loan as well as any vehicles that have been ordered or otherwise currently under contract for purchase or lease by your organization but not yet in your possession.

**Filled riding positions**

The number of filled riding positions must be equal or less than the number of frontline apparatus multiplied by the number of available riding positions.

Type or class of vehicles	Number of frontline apparatus	Number of available riding positions	Number of filled riding positions
Engines or pumpers (pumping capacity of 750 gallons per minute (GPM) or greater and water capacity of 300 gallons or more): pumper, pumper/tanker, rescue/pumper, foam pumper, CAFS pumper, type I, type II engine urban interface.	9	64	27
Ambulances for transport and/or emergency response.	0	0	0
Tankers or tenders (water capacity of 1,000 gallons or more).	0	0	0
Aerial apparatus: aerial ladder truck, telescoping, articulating, ladder towers, platform, tiller ladder truck, quint.	3	18	9
Brush/quick attack (pumping capacity of less than 750 GPM and water carrying capacity of at least 300 gallons): brush truck, patrol unit (pickup w/ skid unit), quick attack unit, mini-pumper, type III engine, type IV engine, type V engine, type VI engine, type VII engine.	0	0	0
Rescue vehicles: rescue squad, rescue (light, medium, heavy), technical rescue vehicle, hazardous materials unit.	0	2	0
Additional vehicles: EMS chase vehicle, air/light unit, rehab units, bomb unit, technical support (command, operational support/supply), hose tender, salvage truck, ARFF (aircraft rescue firefighting), command/mobile communications vehicle.	2	6	2

Is your department facing a new risk, expanding service to a new area, or experiencing an increased call volume? **No**

Community description

Please provide the following additional information about the community your organization serves.

Type of jurisdiction served **City**

What type of community does your organization serve? **Suburban**

What is the square mileage of your first due response zone/jurisdiction served? **54**

What percentage of your primary response area is protected by hydrants? **100**

What percentage of your primary response area is for the following:	Percentage (must sum to 100%)
Agriculture, wildland, open space, or undeveloped properties	25
Commercial and industrial purposes	37
Residential purposes	38
Total	100

What is the permanent resident population of your first due response zone/jurisdiction served? **42466**

Do you have a seasonal increase in population? **Yes**

What is your seasonal increase in population (number of people)? **3632**

Please describe your organization and/or community that you serve.

The City of Hattiesburg is known as the “Hub City” for its regionally central location between New Orleans, Louisiana; Mobile, Alabama; Jackson, Mississippi; and the Mississippi Gulf Coast. Hattiesburg’s transportation network includes one airport, three major railroads, one interstate highway (Interstate 59) and three U.S. highways (U.S. Highway 49, U.S. Highway 98, and U.S. Highway 11). Hattiesburg is also considered south-central Mississippi’s retail, medical, and educational destination. Hattiesburg is home to the University of Southern Mississippi, William Carey University, Pearl River Community College satellite campus, Forrest General Hospital, Wesley Medical Center, and the Camp Shelby Joint Forces Training Center. Over the last several years, the west side of Hattiesburg has exploded with new commercial growth. Hattiesburg accommodates an array of shopping options, including Turtle Creek Mall, boutiques, antique shops, and flea markets, as well as a variety of other retail shops to meet just about any need. Hattiesburg is a college town and a center for music and entertainment, as well as a great place to

raise a family and a great place to retire. Hattiesburg has a resident population of 46,098, and a typical workday sees over 150,000 people within the city limits. Due to its convenient location and amenities, the city will also see a rapid, temporary influx of people when a hurricane is headed for the Gulf Coast, due to people evacuating their homes in areas where the risk is more imminent. Hattiesburg continues to be one of the fastest growing areas in South Mississippi. The Hattiesburg Fire Department (HFD), an all-career organization, is currently composed of 121 sworn personnel and six non-sworn personnel. HFD provides fire suppression and prevention, EMS first response, technical rescue, and HAZMAT services from eight stations distributed throughout its 54 square-mile primary response area. HFD also provides mutual aid to Camp Shelby Joint Forces Training Center, the nation's largest state-owned military training facility, as well as a regional airport, the neighboring city of Petal and its salt dome storage facilities with capacity to store over 20 billion cubic feet of natural gas, and nine volunteer fire departments in two counties. Through mutual aid, the services of HFD potentially impact an additional 100,000 persons in the Hattiesburg Metropolitan Statistical Area. Even further, Hattiesburg Fire Department is the lead agency for Mississippi Task Force III, a regional disaster response team to which the department provides 16 structural collapse and special rescue technicians, who are deployable throughout our state and beyond.

Call volume

Summary

Summary of responses per year by category. Enter whole numbers only. If you have no calls for any of the categories, enter 0.

Summary of responses per year per category	2020	2019	2018
Fire - NFIRS Series 100	293	260	239
Overpressure Rupture, Explosion, Overheat (No Fire) - NFIRS Series 200	18	10	10
Rescue & Emergency Medical Service Incident - NFIRS Series 300	1106	2600	2277
Hazardous Condition (No Fire) - NFIRS Series 400	133	144	122
Service Call - NFIRS Series 500	158	251	180
Good Intent Call - NFIRS Series 600	163	282	227

Summary of responses per year per category	2020	2019	2018
False Alarm & Falls Call - NFIRS Series 700	292	253	250
Severe Weather & Natural Disaster - NFIRS Series 800	9	3	10
Special Incident Type - NFIRS Series 900	4	7	6
Total	2176	3810	3321

Fire

How many responses per year by category? Enter whole numbers only. If you have no calls for any of the categories, enter 0.

How many responses per year per category?	2020	2019	2018
"Structure Fire" (Of the NFIRS Series 100 calls, NFIRS Codes 111-120)	138	93	82
"Vehicle Fire" (Of the NFIRS Series 100 calls, NFIRS Codes 130-138)	51	49	69
"Vegetation Fire" (Of the NFIRS Series 100 calls, NFIRS Codes 140-143)	51	60	42
Total	240	202	193

What is the total acreage of all vegetation fires? Enter whole numbers only. If you have no vegetation fires, enter 0.

Total acreage per year	2020	2019	2018
Total acreage of all vegetation fires	0	36	18

Rescue and emergency medical service incidents

How many responses per year per category?	2020	2019	2018
"Motor Vehicle Accidents" (Of the NFIRS Series 300 calls, NFIRS Codes 322-324)	308	342	312
"Extrications from Vehicles" (Of the NFIRS Series 300 calls, NFIRS Code 352)	3	18	12
"Rescues" (Of the NFIRS Series 300 calls, NFIRS Code 300, 351, 353-381)	12	14	17
EMS-BLS Response Calls	519	2226	1936
EMS-ALS Response Calls	0	0	0
EMS-BLS Scheduled Transports	0	0	0
EMS-ALS Scheduled Transports	0	0	0

How many responses per year per category?	2020	2019	2018
Community Paramedic Response Calls	0	0	0
Total	842	2600	2277

Mutual and automatic aid

How many responses per year by category? Enter whole numbers only. If you have no calls for any of the categories, enter 0.

How many responses per year per category?	2020	2019	2018
Amount of times the organization received Mutual Aid	1	1	1
Amount of times the organization received Automatic Aid	0	0	0
Amount of times the organization provided Mutual Aid	6	2	2
Amount of times the organization provided Automatic Aid	0	0	0
Of the Mutual and Automatic Aid responses, amount that were structure fires	7	1	1
Total	14	4	4

Grant request details



Instructions

You can add the positions you are requesting by using the add buttons below. Include all positions in a single item. Please answer all the questions for the overall Hiring activity as well as the required information for the requested positions.

Grand total: \$2,557,947.06

Program area: Hiring of firefighters

Total requested for Hiring of Firefighters activity:
\$2,557,947.06

New, Additional Firefighter(s)

How many full-time firefighter positions are you requesting? "Full-time" is considered 2,080 hours or more worked per year.

NUMBER OF FIREFIGHTERS

18

What are the anticipated annual costs per position, per year? Annual costs include the base salary (exclusive of non-FLSA overtime) and the standard benefits package (including the average health cost, dental, vision, FICA, life insurance, retirement/pension, etc.) offered by the fire department. To get the "average" health care costs, average the annual cost among various health insurance plans offered (i.e., self only, family, etc). Do not use figures that assume all employees will select self or family coverage.

Year	ANNUAL SALARY	ANNUAL BENEFITS	TOTAL PER FIREFIGHTER
1	\$33,886.07	\$13,483.32	\$47,369.39
Year	ANNUAL SALARY	ANNUAL BENEFITS	TOTAL PER FIREFIGHTER
2	\$33,886.07	\$13,483.32	\$47,369.39
Year	ANNUAL SALARY	ANNUAL BENEFITS	TOTAL PER FIREFIGHTER
3	\$33,886.07	\$13,483.32	\$47,369.39

What benefits are included in the annual benefits amount? You must provide details on the dollar amounts or percentages for each benefit being provided (health costs (family, employee only, employee plus one), dental, vision, FICA, life insurance, retirement/pension, etc.). Note: Failure to provide this information may result in reductions to the requested amounts.

BENEFITS FUNDED

Social Security (6.2%) - \$2,100.94; Medicare (1.45%) - \$491.35; Health Insurance (employee only) - \$4,596; Life Insurance - \$60; Retirement (17.4%) - \$5,896.18; Worker's Comp (0.5%) - \$169.43; Unemployment Insurance (0.5%) - \$169.43.

REQUEST TOTAL **\$2,557,947.06**

More Details for Hiring of Firefighters.

Staffing levels

SAFER intends to restore or improve local fire departments' staffing and deployment capabilities so they may more effectively respond to emergencies. With the enhanced staffing, a SAFER grant recipient's response time will be reduced sufficiently and an appropriate number of trained personnel will be assembled at the incident scene.

The following questions are designed to help us understand the staffing changes that have occurred in your department over the past several years and how the grant will assist in restoring or improving your staffing levels. The information provided must be a true and accurate depiction of your department on the timelines listed below.

For more information regarding these standards please see the Notice of Funding Opportunity or go to www.nfpa.org/freeaccess

Select the item that best describes the NFPA standard your **1710 - with aerial** department is attempting to meet:

What is the department's current (at the start of the application period) budgeted [operational](#)  staffing level? Include all budgeted positions, even if they are not currently filled.

Current budgeted operational staffing level **117**

How many budgeted, but vacant operational positions does **0** your department have at the start of the application period?

Please enter information about your organization's staffing levels in the table below. [?](#)

Staffing levels	Total number of operational career personnel	Number of operational officers	Number of NFPA support
Staffing levels at the start of the application period	117	6	0
Staffing levels at one year prior to the start of the application period	113	6	0
Staffing levels at two years prior to the start of the application period	113	6	0
If awarded this grant, what will the staffing levels be in your department?	135	6	0

Please provide details on the department's existing staffing model to include the number of shifts, number of positions per shift, chief level officer staffing per shift (i.e., Battalion Chief, District Chief, etc.), and contracted shift hours per week/pay period. If the contracted shift hours included FLSA overtime or Kelly Days, please be sure to include details.

Hattiesburg Fire Department operates three 24-hour shifts. Two shifts are currently staffed with 36 personnel; one shift has 35. We also have 10 recruits in our basic academy that will bring us to full operational staffing. At full strength, operational staffing will be 39 per shift, for a total of 117 operational personnel. All shifts also have two battalion chiefs, each supervising a geographic district. Other than the two exempt battalion chief positions, all operational personnel have an average of nine hours of FLSA overtime built into their shift schedules. Because of our 14-day pay cycle, this results in two consecutive pay cycles with 120 hours each (14 hours overtime), followed by a third cycle with 96 hours.

Does your department utilize part-time paid firefighters?

Yes

Please provide details on how the part-time firefighters are used within your department to include the number of part-time firefighters, the number of full-time, NFPA compliant positions these part-time firefighters occupy, if applicable, and how they are scheduled to meet your staffing needs.

HFD employs three part-time firefighters that are occasionally utilized to meet minimum staffing levels when more than the typical number of full-time personnel are absent due to sickness or outside training activities.

Does your department utilize reserve/relief paid firefighters?

No

Please provide details on how the reserve/relief firefighters are used within your department to include the number of reserve/relief firefighters, the number of full-time, NFPA compliant positions these part-time firefighters occupy, if applicable, and how they are scheduled to meet your staffing needs.

Hiring of firefighters

Please provide the following additional information regarding your fire department.

Based on current staffing levels:

If your department utilizes overtime to fill positions to ensure you are meeting applicable NFPA staffing and deployment standards, you should remove the number of positions filled by overtime from your calculations.

How often does your department meet the NFPA assembly requirements as indicated in the table above for the department's first due response zone/jurisdiction served? **Half of the time (40 to 59%)**

What is the average actual staffing level on your first arriving engine company or vehicle capable of initiating suppression activities on the number of structure fires indicated in the department call volume section of your application? **3.2**

Do you provide NFPA 1582 annual medical/physical exams? **No, but we provide other types of physicals**

If awarded the number of positions requested in this application:

How often do you anticipate that your department will meet the NFPA assembly requirements as indicated in the table above? **Most of the time (80 to 99%)**

What will be the average actual staffing level on your first arriving engine company or vehicle capable of initiating suppression activities on the number of structure fires indicated in the department call volume section of your application? **4.1**

Will you provide the new hires with NFPA 1582 entry-level physicals? **Yes**

Will the personnel hired meet the minimum EMS training and certification as required by your Authority Having Jurisdiction (AHJ)? **Yes**

Is it your department's intent to sustain the awarded positions after the completion of the period of performance? **Yes**

Please provide a brief description on how the positions will be sustained. **The positions will be sustained by increased tax revenues derived from a pending annexation of extensive commercial property and the long-term rebound of a retail economy that was experiencing steady growth prior to the COVID-19 pandemic.**

Describe the department's step-by-step hiring process (application period, written test, physical, approval) and the timeline for each step. **Step 1 - Application period (60 days); Step 2 - Physical ability test (department); Step 3 - Civil service exam (written test); Step 4 - Interview board; Step 6 - Background investigation; Step 7 - Medical exam; Step 8 - CPAT (state physical ability test) After the application period, each step typically takes about one week. The entire process spans 90-100 days. A ranked eligibility list of successful candidates is created and maintained for 12 months or until depleted.**

How many recruits can be trained in one academy class? **15**

How long after award will the department be able to start a recruit class? **1-2 months**

How often are your recruit classes held?	1-2 times per year
Does the department need governing body approval to accept and implement the award?	Yes
Provide details on the timeline needed to accept the grant award.	The award must be accepted by the City Council, which meets semimonthly. The request must be placed on the council agenda with a lead-time of one week. Therefore, the grant could be approved within 1-3 weeks of the award date.
Is your request for hiring firefighters based on a risk analysis, staffing needs analysis, or an Insurance Services Office (ISO) rating?	Yes
Describe how the analysis was conducted and the outcome of the analysis or ISO rating.	The Mississippi Insurance Rating Bureau assesses fire departments in our state every four years (or upon request) using a rigorous inspection of equipment, apparatus, and facilities, as well as a review of records and processes. In our last inspection, during 2020, Hattiesburg was awarded a Class 3 rating, an improvement which was earned by constructing a new station, adding a third aerial apparatus, and filling 18 long-vacant budgeted operational positions. The Rating Bureau identified several improvements necessary to attain a Class 2 rating. The most challenging of those is full NFPA 1710 compliant staffing, which a SAFER award will enable.
Does your department currently have a policy in place to recruit and hire veterans?	No

Narrative statements

The narrative statements must provide all the information necessary for you to justify your needs and for FEMA to make an award decision. A panel of peer reviewers will perform the second phase of the applications' evaluations by using the narrative statements below to determine the worthiness of the request for an award.

Please ensure that your narrative clearly addresses each of the following evaluation criteria elements to the best of your ability with detailed but concise information. Provide only the information being requested for each element; if you provided information pertaining to the narrative elements elsewhere in the application you must still include it below. Failure to provide the information being requested may result in a lower score or the application not being funded.

Project description

Why does the department need the positions requested in this application?	The city of Hattiesburg is bounded on its east side by a river and the city of Petal, MS. Over the past 30 years the retail sector that comprises the bulk of its tax base has grown up on the west side of town, prompting westward expansion of the municipality through a series of annexations. As city services lagged behind the often rapid growth, the spacing between newer fire stations has been stretched beyond acceptable limits. Close station spacing on the east side of the city allows the Hattiesburg Fire Department to meet some NFPA 1710 assembly standards in that area even with three-person apparatus staffing. On the sparsely-covered west side with its many hotels, strip malls, big box stores,
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large apartment complexes, hospitals, medical clinics, and university facilities, we cannot meet even residential requirements. Our most remote western station, Station 8, is geographically restricted and accessible only through the busy US-98 commercial corridor with gridlocked traffic several hours per day. In normal traffic, second-due travel times are typically around 10 minutes between all of the west side stations. Second-due help for Station 8 is often 15-18 minutes when streets are congested. Timely mutual aid is scarce on that side of the city and the dense commercial infrastructure poses unacceptable risks to an understaffed fire response.

How will the positions requested in this application be used within the department? (e.g., 4th on engine, open a new station, eliminate browned out stations, reduce overtime)?

The 18 requested positions will be used to support mandatory four-person staffing for four companies in the western district of the city of Hattiesburg, along with five-person staffing for our geographically restricted station. Allowances for vacation and sick days will be drawn from the closely-spaced east side stations to ensure that assembly standards can be maintained. The additional manpower will bring HFD into full compliance with NFPA 1710 minimum staffing standards and allow us to meet assembly requirements in well over 90% of the city.

What specific services will the requested positions provide to the fire department and community?

Hattiesburg firefighters are trained to provide the following services: structural fire suppression, offensive HAZMAT mitigation, EMS at the BLS level, ARFF operations, technical rescue services including trench, high-angle rope, confined space, swiftwater/floor, structural collapse, and wilderness search and rescue; both in the city of Hattiesburg and regionally. SAFER-funded personnel will initially be trained to NFPA 1001-II, HAZMAT operations, and medical first responder levels. More advanced training will be available to them immediately following their first year of service. The requested positions will provide manpower to stations that are widely spaced and allow those companies four and five-person minimum staffing to ensure that NFPA 1710 recommendations are met. In our city's newer and most heavily-built environments, excessive travel distances to many fire stations mean that NFPA assembly requirements cannot be met with three-person fire companies.

Describe how funds awarded through this grant would enhance the department's ability to protect critical infrastructure within the primary response area.

In our city's newer and most heavily-built environments—which include a four-year state university, two hospitals, a large movie theater complex, an enclosed shopping mall, and numerous strip malls, big-box stores, automotive dealerships, and other businesses—first-due company response times meet the standards. Second-due and often third-due units usually arrive within the prescribed eight-minute window. However, with three-person staffing, five companies are required to meet the 15-member NFPA 1710 assembly requirement for even low-hazard occupancies. In the most recently-

developed areas, the situation is worse. In one commercial corridor, third and fourth-due travel distances exceed 8 and 10 miles, with much of those routes through heavily-congested streets. Turtle Creek Mall and its nearby establishments pose additional concern. Turtle Creek Mall is an 850,000 square foot enclosed shopping center surrounded by strip malls and three-story apartment developments, while also neighbored by the Merit Health Wesley Hospital complex. The mall is over eight city miles from its fifth-due company and five miles from its fourth-due. This means that with current staffing, only six to nine personnel will be at emergency scenes involving a significant portion of Hattiesburg's critical infrastructure for the first 15-20 minutes of the response. A pending annexation will only worsen the situation. A SAFER award will allow HFD to upgrade minimum staffing by six firefighters per shift. These personnel be will staffed with companies that will arrive on-scene to 90% of the incidents in question within the eight-minute target time frame. It will also enhance the total first-alarm commercial response to 22 total personnel, facilitating much more effective operations at developing incidents.

Impact on daily operations

Explain how the community and the current firefighters employed by the department are at risk without the positions requested in this application.

The benefits of adequate operational staffing are well-known in the fire service. Besides the research-based NFPA 1710 consensus standard that recommends four-person apparatus staffing and adequate numbers of personnel on fire incident scenes, studies conducted by the Seattle Fire Department found a 35% reduction in the severity of injuries when operating with four-person engine companies rather than three-person companies. Research by the Dallas Fire Department reached a similar conclusion. This is especially important considering the excessive distances between Hattiesburg stations as discussed earlier. An additional way that four firefighters on the first-due apparatus enhances firefighter safety is by allowing the establishment of an effective incident command system during the earliest stages of an operation. With three-person staffing, initial company officers almost always engage in hands-on tasks. With their attention divided, officers can give only lip-service to command tasks or pass command to the next incoming officer. Neither of those options are especially conducive to firefighter safety. With a fourth person on the rig, company officers are free to focus on situational awareness and decision-making processes without slowing the pace of the response effort. Four-person staffing also allows a timely fire attack to be made while adhering to the OSHA two-in / two-out rule. Mississippi is not an OSHA state and is not required to follow that rule, but it is clearly important for safety and the more

progressive fire departments in our state have implemented it over the past few years. Increased staffing also enhances safety for citizens and reduces property loss. NIST studies in 2010 determined that the time needed to complete 22 essential fireground tasks is reduced by 25% when operating with four-person companies. Since the exponential nature of fire spread makes time such a critical factor in our business, efficient completion of essential tasks translates to limited damage to fire buildings, reduced risk to exposures, and ultimately, to lives saved.

How will that risk be reduced if awarded?

Enhancing staffing on an incident scene is a proven means of reducing firefighter injuries and property loss (see previous section). Adequate manpower to complete essential fireground tasks reduces physical and psychological stress in all responders, resulting in better decision-making and fewer mistakes. Those tasks can be completed earlier in the operation, allowing the incident to be controlled with the minimum damage possible. Firefighting efforts can continue without interruption while civilian injuries are treated. RIT/RIC teams can be set up in a more timely manner. Finally, the well-accepted safety benefits of a NIMS structure can be realized and critical decisions made when they have the most impact on the positive outcomes of incidents.

Cost benefit

Describe the benefits (e.g., quantifying the anticipated savings and/or efficiencies) the department and community will realize if awarded the positions requested in this application.

Additional manpower will allow HFD to accommodate vacation and comp day requests, respond to sick calls, and send personnel to outside training classes without reducing daily staffing below acceptable limits. Additional hires over the past couple years have improved the situation, even as city administrators applied increasing pressure on the fire department to eliminate excessive overtime expenditures. In 2017 HFD spent over \$500,000 on non-FLSA overtime. By 2019 that number had been reduced to \$252,000. As budgets have tightened and Hattiesburg's retail sales tax revenues have faltered during the pandemic, pressure has intensified to cut even more. The 18 requested positions will help the department meet those demands while enhancing public safety. Furthermore, the increased staffing levels will set a precedent for manning another new station that will soon be necessitated by a pending annexation. The impact of firefighter injuries on the city budget is apparent in several areas. Workman's compensation payouts in 2020 were only a little more than \$19,000, but one serious injury could double or triple that figure. The city of Hattiesburg operates its own employee medical clinic with a contracted healthcare staff. The city clinic treats more minor injuries but does not distinguish between fire ground injuries and other job-related injuries.

Finally, the impact of lost-time injuries on the HFD overtime budget is significant; even more so due to our narrow margin of available personnel beyond mandatory staffing levels. The six SAFER-funded positions per shift would greatly help with maintaining minimum staffing when unforeseen situations arise. It is impossible to quantify the impact of a reduction in insurance fire rating on the city's ability to attract new business and industry. With two universities, two regional hospital complexes, both a municipal and a regional airport, and its location convenient to highway and rail transportation, Hattiesburg is already competitive with other south Mississippi municipalities. Unfortunately, it lags behind some of them in fire protection. A Class 2 rating that might be achieved with SAFER-funded personnel could help to bridge that gap and bring in more businesses and their accompanying tax revenue.

Additional information

If you have any additional information you would like to include about the department and/or this application in general, please provide below.

Grant request summary

Is your proposed project limited to one or more of the [following activities](#) : Planning and development of policies or processes. Management, administrative, or personnel actions. Classroom-based training. Acquisition of mobile and portable equipment (not involving installation) on or in a building.

Yes

Budget summary

Budget summary

Object class categories	Year 1	Year 2	Year 3	Total
Personnel	\$609,949.26	\$609,949.26	\$609,949.26	\$1,829,847.78
Fringe benefits	\$242,699.76	\$242,699.76	\$242,699.76	\$728,099.28
Travel	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Supplies	\$0.00	\$0.00	\$0.00	\$0.00
Contractual	\$0.00	\$0.00	\$0.00	\$0.00
Construction	\$0.00	\$0.00	\$0.00	\$0.00

Object class categories	Year 1	Year 2	Year 3	Total
Other	\$0.00	\$0.00	\$0.00	\$0.00
Total direct charges	\$852,649.02	\$852,649.02	\$852,649.02	\$2,557,947.06
Indirect charges	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL	\$852,649.02	\$852,649.02	\$852,649.02	\$2,557,947.06
Non-federal resources				
Applicant				\$0.00
State				\$0.00
Other sources				\$0.00
Remarks				
Total Federal and Non-federal resources				
Federal resources	\$852,649.02	\$852,649.02	\$852,649.02	\$2,557,947.06
Non-federal resources	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL	\$852,649.02	\$852,649.02	\$852,649.02	\$2,557,947.06
Program income				\$0.00

Contact information

No

Secondary point of contact

Please provide a secondary point of contact for this grant.

The Authorized Organization Representative (AOR) who submits the application will be identified as the primary point of contact for the grant. Please provide one secondary point of contact for this grant below. The secondary contact can be members of the fire department or organizations applying for the grant that will see the grant through completion, are familiar with the grant application, and have the authority to make decisions on and to act upon this grant application. The secondary point of contact can also be an individual who assisted with the development, preparation, or review of the application.

MR Barry Collins
Battalion Chief

Primary phone
6016410371
Mobile

Additional phones
6015823311
Work

Fax

bcollins@hattiesburgms.com

Assurance and certifications

OMB number: 4040-0007, Expiration date: 02/28/2022 [View burden statement](#)

SF-424B: Assurances - Non-Construction Programs

OMB Number: 4040-0007

Expiration Date: 02/28/2022

Certain of these assurances may not be applicable to your project or program. If you have any questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C.

- §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
 11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
 12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
 13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
 14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
 15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
 16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
 17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
 18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
 19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

Certifications regarding lobbying

OMB Number: 4040-0013

Expiration Date: 02/28/2022

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

OMB number: 4040-0013, Expiration date: 02/28/2022 [View burden statement](#)

SF-LLL: Disclosure of Lobbying Activities

OMB Number: 4040-0013

Expiration Date: 02/28/2022

Complete only if the applicant is required to do so by 44 C.F.R. part 18. Generally disclosure is required when applying for a grant of more than \$100,000 and if any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Further, the recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event described in 44 C.F.R. § 18.110(c) that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by the applicant.

The applicant is not currently required to submit the SF-LLL.

Notice of funding opportunity

I certify that the applicant organization has consulted the appropriate Notice of Funding Opportunity and that all requested activities are programmatically allowable, technically feasible, and can be completed within the award's Period of Performance (POP).

Equal Opportunity Hiring

By signing this application, I certify that the organization will, to the extent practicable, seek, recruit, and hire members of racial and ethnic minority groups and women to increase their ranks within our organization.

By signing this application, I certify that, if awarded under the Hiring of Firefighters Activity, the organization assures a policy will be put into place, or is currently in place, ensuring that positions filled under this grant are not discriminated against, or prohibited from, engaging in volunteer firefighting activities in another jurisdiction during off-duty hours.

Accuracy of application

I certify that I represent the organization applying for this grant and have reviewed and confirmed the accuracy of all application information submitted. Regardless of intent, the submission of information that is false or misleading may result in actions by FEMA that include, but are not limited to: the submitted application not being considered for award, enforcement actions taken against an existing award pending investigation or review, or referral to the DHS Office of Inspector General.

Authorized Organizational Representative for the grant

By signing this application, I certify that I understand that inputting my password below signifies that I am the identified Authorized Organization Representative for this grant. Further, I understand that this electronic signature shall bind the organization as if the application were physically signed and filed.

Authorization to submit application on behalf of applicant organization

By signing this application, I certify that I am either an employee or official of the applicant organization and am authorized to submit this application on behalf of my organization; or, if I am not an employee or official of the applicant organization, I certify that the applicant organization is aware I am submitting this application on its behalf, that I have written authorization from the applicant organization to submit this application on their behalf, and that I have provided contact information for an employee or official of the applicant organization in addition to my contact information.



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, April 6, 2021

Re: Ratify and Confirm the Mayor's re-appointment of Eric Steele (W5) to the Hattiesburg School Board for a term beginning April 6,2021 and ending 3/6/2026.
File Number: 2021-315
Minute Book #

Summary

Ratify and Confirm the Mayor's re-appointment of Eric Steele (W5) to the Hattiesburg School Board for a term beginning April 6,2021 and ending 3/6/2026.

Recommendation Statement

Please place this on the April 6, 2021 City Council meeting for consideration.



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Kermas Eaton, City Clerk
cc: Cecilia Jones
Date: Tuesday, April 6, 2021
Re: Acknowledge Proof of Publications for the month of February, 2021.
File Number: 2021-273
Minute Book #

Summary

Acknowledge Proof of Publications for the month of February 2021.

Recommendation Statement

Acknowledge acceptance of Proof of Publications for the month of February 2021.

Please place this on the April 6, 2021 City Council meeting for consideration.

HUB CITY SPOKES

A PUBLISHING COMPANY

NEWSPAPERS | MAGAZINES | DIGITAL

525 N. Main St. Suite C - Hattiesburg, MS

Mailing: P.O. Box 1110 - Hattiesburg, MS 39403

Bill To:

City of Hattiesburg

ATTN: Cecilia Jones

P.O. Box 1898

Hattiesburg, MS 39403-1898

Month Ending

Invoice #

2/26/2021

97435

SIGNATURE
NEGATIVE

 **THE PineBeltNEWS**

ATTENTION: We have a new address for submitting payments.

**Beginning immediately, please remit payments to:
HubCitySPOKES: P.O. Box 1110 - Hattiesburg, MS 39403-1110**

Due Date

P.O. No.

3/10/2021

Sales Rep

Tearsheets

H

Date	Description	Size of Ad	Total Inches	Rate	Publication	Amount
2/4/2021	Legal Notices - HMPG 2020 Public Notice	414 words		49.68		49.68
2/4/2021	Proof of Publication Fee			3.00		3.00
2/11/2021	Legal Notices - NTB Concrete & B Structure	243 words		53.46		53.46
2/11/2021	Proof of Publication Fee			3.00		3.00
2/11/2021	Legal Notices - HTB Crushed Concrete	299 words		65.78		65.78
2/11/2021	Proof of Publication Fee			3.00		3.00
2/11/2021	Legal Notices - NTC Ready Mix	299 words		65.78		65.78
2/11/2021	Proof of Publication Fee			3.00		3.00
2/11/2021	Legal Notices - 915 Roby St	341 words		40.92		40.92
2/11/2021	Proof of Publication Fee			3.00		3.00
2/11/2021	Legal Notices - 508 Buschman St	323 words		38.76		38.76
2/11/2021	Proof of Publication Fee			3.00		3.00
2/11/2021	Legal Notices - 715 McKinley St	304 words		36.48		36.48
2/11/2021	Proof of Publication Fee			3.00		3.00
2/11/2021	Legal Notices - 118 Tuscan Ave	443 words		53.16		53.16
2/11/2021	Proof of Publication Fee			3.00		3.00
2/11/2021	Legal Notices - 100 Claiborne	315 words		37.80		37.80
2/11/2021	Proof of Publication Fee			3.00		3.00
2/25/2021	Legal Notices - Caper NOPH	374 words		82.28		82.28
2/25/2021	Proof of Publication Fee			3.00		3.00
2/25/2021	Legal Notices - QEC Publication	249 words		54.78		54.78
2/25/2021	Proof of Publication Fee			3.00		3.00

**Did you know we now offer a variety of HELP WANTED solutions?
Call us today at (601) 268-2331 for more details.**

Total

\$611.88

Payments/Credits

\$0.00

Phone #

Fax #

Questions? E-Mail:

(601) 268-2331

601-268-2965

accounting@HubCitySPOKES.com

Outstanding balances will incur a 1.5% service charge monthly, calculated from due date of invoice.

Hattiesburg Publishing, Inc.

525 North Main Street, Suite C. • Hattiesburg, MS 39403
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

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

Total # of Words: 414 Published 1 times

Date 1st Published: Feb 4 Amt: 49.68

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 49.68

Proof of Publication Fee: 3.00

TOTAL: 52.68

(signed) Christina Price
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 4th
day of February, 2021, a Notary Public in
and for the County of Lamar, State of Mississippi:

(signed) Katherine H. Bullock

STATE OF MISSISSIPPI
NOTARY PUBLIC
ID # 71666
KATHERINE H. BULLOCK
Commission Expires
Oct. 28, 2023
LAMAR COUNTY

FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: COH - HMGP 2020 Public Notice
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____

NOTICE OF PUBLIC COMMENT PERIOD FOR THE 2020 HAZARD MITIGATION GRANT FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY

On April 23, 2019, a major disaster declaration was issued by President Trump following severe storms, tornadoes, straight-line winds, and flooding that occurred between February 22, 2019 and March 29, 2019. Hazard Mitigation Grant Program (HMGP) funds were made available to provide resources to assist states, tribal governments, territories and local communities in their efforts to reduce or eliminate the risk of repetitive flood damage to buildings and structures insurable under the National Flood Insurance Program (NFIP) as authorized by the National Flood Insurance Act of 1968, as amended. This funding is implemented under the authority of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. §§ 5121-5207.

The City of Hattiesburg proposes to purchase and demolish (1) flood prone single-family residential dwelling in the City of Hattiesburg, Forrest County, Mis-

issippi. Upon successful offer, acceptance and sale, the City of Hattiesburg will inspect, abate any hazardous conditions, and then demolish the structure within 90 days of purchase. The site will then be restored and deed restricted as open space consistent with 44 CFR Part 80 in perpetuity, in order to restore and/or conserve the natural floodplain functions. The City of Hattiesburg will take ownership and be responsible for post-project site maintenance and inspections. This project conforms to applicable state and local floodplain protection standards.

Project Alternatives:

Alternative #1 (no action alternative): Considering the history of the property, the structure will continue to flood during each heavy rainfall event as long as the structure remains on the property if no mitigation efforts are done.

Alternative #2: Structural elevation was considered. This alternative would be cost-prohibitive and an elevated structure would still have residual risk exposure.

Acquiring and demolishing the structure is the only permanent solution to mitigate the risk of flooding. The property selected for this mitigation effort is detailed below:

402 N 21st Avenue, Hattiesburg, MS 39401. Latitude: 31.330642, Longitude: -89.322459

Further information, including a map showing locations of the property, can be obtained by contacting Jennifer Shows at (601) 545-4544 or jshows@hattiesburgms.com.

PUBLIC COMMENTS

Any individual, group, or agency wishing to comment on the proposed project may submit written comments to FEMA Regional Environmental Officer, 3003 Chamblee Tucker Road, Atlanta, GA 30341. All comments received by February 26, 2021 will be considered by the FEMA REO.

CITY OF HATTIESBURG,
MISSISSIPPI

BY: /s/Kermas Eaton
CITY CLERK
(SEAL)

Toby Barker, Mayor
Published February 4, 2021

001090.6150

Hattiesburg Publishing, Inc.

525 North Main Street, Suite C. • Hattiesburg, MS 39403
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

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

Total # of Words: 243 Published 2 times

Date 1st Published: Feb 4 Amt: 29.16

Date 2nd Published: Feb 11 Amt: 24.30

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 53.46

Proof of Publication Fee: 3.00

TOTAL: 56.46

(signed) Christina Price
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 11th
day of February, 2021, a Notary Public in
and for the County of Lamar, State of Mississippi:

(signed) Katherine H. Bullock

FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: COH - NTB Concrete & B Structure
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____



NOTICE TO BIDDERS

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi will receive sealed bids until 10:00 A.M., Thursday, February 18, 2021, in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements for the following supplies, to-wit:

ITEM #25: CONCRETE AND BRICK STRUCTURES

The above shall be bid upon and delivered as per detailed specifications on

file in the Office of the City Clerk, 200 Forrest Street, Hattiesburg, Mississippi, 39403, (601) 545-4552, which may be obtained upon request.

SEALED BIDS:

Sealed bids must be received in a sealed envelope which is marked in the lower left-hand corner with the word ABID@ and the NAME OF ITEM on which bid is being made and the DATE OF BID OPENING.

ELECTRONIC BIDS:

Official bid documents can be downloaded from Central Bidding at www.centralbidding.com. Electronic bids can be submitted at www.centralbidding.com. For any questions relating to the electronic bidding process, please call Central Bidding at 225-810-4814.

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any or all bids received and to waive formalities.

PUBLISHED by Order of the Council on this, the 19th day of January, 2021.

CITY OF HATTIESBURG,
MISSISSIPPI
CITY CLERK
(SEAL)

Published February 4, 11, 2021

Hattiesburg Publishing, Inc.

525 North Main Street, Suite C. • Hattiesburg, MS 39403
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

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

Total # of Words: 299 Published 2 times

Date 1st Published: Feb 4 Amt: 35.88

Date 2nd Published: Feb 11 Amt: 29.90

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 65.78

Proof of Publication Fee: 3.00

TOTAL: 68.78

(signed) Christina Price
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 11th
day of February, 2021, a Notary Public in
and for the County of Lamar, State of Mississippi:

(signed) Katherine H. Bullock

FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: COH - HTB Crushed Concrete
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____



NOTICE TO BIDDERS

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi will receive bids in the following manner:

Proposals will be accepted until 10:00a.m. On Thursday, February 18, 2021, by electronic bid submission or in sealed envelopes at the Office of the City Clerk, 200 Forrest Street, Hattiesburg, MS 39401. Vendors must supply prices with their proposal. A bid form is provided. The bid form should be filled out and uploaded by the date and time stated above.

Specifications and procedures can be downloaded from Central Bidding at www.centralbidding.com. All bids must comply with the specifications provided. The City of Hattiesburg reserves the right to amend the specifications, as necessary.

Submissions will be evaluated and vendors submitting acceptable offers will be invited to submit priced bids via reverse auction. Electronic bids and/or reverse auction bids can be submitted at www.centralbidding.com. For any questions relating to the electronic process, please call Central Bidding at (225)810-4814.

Qualified bidders will be invited to participate in a reverse auction, which will take place on February 25, 2021, at 10:00 a.m.

Crushed Concrete

The above shall be bid upon and delivered as per detailed specifications on file in the Office of the City Clerk, P. O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, which may be obtained upon request.

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any or all bids received and to waive informalities.

PUBLISHED by Order of the Council on this, the 19th day of January, 2021.

CITY OF HATTIESBURG,
MISSISSIPPI

BY: /s/ Kermas Eaton
CITY CLERK

Published February 4, 11, 2021

Hattiesburg Publishing, Inc.

525 North Main Street, Suite C. • Hattiesburg, MS 39403
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

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Date 2nd Published: Feb 11 Amt: 29.90

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 65.78

Proof of Publication Fee: 3.00

TOTAL: 68.78

(signed) Christina Price
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 11th
day of February, 2021, a Notary Public in
and for the County of Lamar, State of Mississippi:

(signed) Katherine H. Bullock

FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: COH - NTC Ready Mix
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____



NOTICE TO BIDDERS

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Proposals will be accepted until 10:00a.m. On Thursday, February 18, 2021, by electronic bid submission or in sealed envelopes at the Office of the City Clerk, 200 Forrest Street, Hattiesburg, MS 39401. Vendors must supply prices with their proposal. A bid form is provided. The bid form should be filled out and uploaded by the date and time stated above.

Specifications and procedures can be downloaded from Central Bidding at www.centralbidding.com. All bids must comply with the specifications provided. The City of Hattiesburg reserves the right to amend the specifications, as necessary.

Submissions will be evaluated and vendors submitting acceptable offers will be invited to submit priced bids via reverse auction. Electronic bids and/or reverse auction bids can be submitted at www.centralbidding.com. For any questions relating to the electronic process, please call Central Bidding at (225)810-4814.

Qualified bidders will be invited to participate in a reverse auction, which will take place on February 25, 2021, at 10:00 a.m.

Ready Mix Concrete

The above shall be bid upon and delivered as per detailed specifications on file in the Office of the City Clerk, P. O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, which may be obtained upon request.

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any or all bids received and to waive informalities.

PUBLISHED by Order of the Council on this, the 19th day of January, 2021.
CITY OF HATTIESBURG,
MISSISSIPPI

BY: /s/Kermas Eaton
CITY CLERK

Published February 4, 11, 2021

Hattiesburg Publishing, Inc.

525 North Main Street, Suite C. • Hattiesburg, MS 39403
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

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

Total # of Words: 341 Published 1 times

Date 1st Published: Feb 11 Amt: 40.92

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 40.92

Proof of Publication Fee: 3.00

TOTAL: 43.92

(signed) Christina Price
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 11th
day of February, 2021, a Notary Public in
and for the County of Lamar, State of Mississippi:

(signed) Katherine H Bullock

FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: COH - 915 - Roby Street
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____



NOTICE OF HEARING BEFORE THE CITY COUNCIL OF THE CITY OF HAT- TIESBURG, MISSISSIPPI TO CON- DEMN DILAPIDATED BUILDING (S) AND/OR TO CLEAR ALL CODE VIOLATIONS

To: Wayside Holy Temple Church, P.O.
Box 15721, Hattiesburg, MS 39401; and
all unknown persons claiming any right,
title or interest in or to the hereinafter de-
scribed property.

PLEASE TAKE NOTICE PURSUANT
TO §21-19-11 of the Mississippi Code of
1972, as annotated and amended, the City
Council of the City of Hattiesburg will hold
a public hearing at 4:00 p.m. on Monday,
March 1, 2021 in the Jackie Dole Sherrill
Community Center, Hattiesburg, MS to de-
termine whether or not the hereinafter de-
scribed property is in such a state of
uncleanliness to be a menace to the public
health and safety of the community. You
have a right to file an answer and to ap-
pear at said hearing in person or otherwise
and to offer your defense, if any. If, at such
hearing, the City Council shall adjudicate
the property in its then condition to be a
menace to the health and safety of the
community, the City of Hattiesburg shall, if
the owner will not do so himself, proceed
to have the land cleared pursuant to the
aforesaid statute. The City of Hattiesburg
may then adjudicate the costs plus penalty
of cleaning said property and the costs
may become assessment against the
property, which shall be a lien against said
property all as provided by statute, to wit:
915 Roby Street PARCEL: 2-038A-15-
139.00 Hattiesburg, MS, and better de-
scribed as: The South Half of the South
Half (S ½ of S ½) of Lot Three (3) in Block
Nine (9) of the J.E. Arledge Survey of the
said City of Hattiesburg, together with all

improvements thereon and appurtenances
thereunto belonging, the said parcel of
land having a frontage of fifty-two (52) feet
and two (2) INCHES, MORE OR LESS,
ON George Street, now known as Roby
Street, and extending back between par-
allel lines 182 feet of the entire depth of
said lot, Forrest County, Mississippi
Published February 11, 2021

Hattiesburg Publishing, Inc.

525 North Main Street, Suite C. • Hattiesburg, MS 39403
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

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

Total # of Words: 323 Published 1 times

Date 1st Published: Feb 11 Amt: 38.76

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 38.76

Proof of Publication Fee: 3.00

TOTAL: 41.76

(signed) Christina Prince
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 11th
day of February, 2021, a Notary Public in
and for the County of Lamar, State of Mississippi:

(signed) Katherine H. Bullock

FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: COH - 508 Buschman St
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____



NOTICE OF HEARING BEFORE THE CITY COUNCIL OF THE CITY OF HAT- TIESBURG, MISSISSIPPI TO CON- DEMN DILAPIDATED BUILDING (S) AND/OR TO CLEAR ALL CODE VIOLATIONS

To: A & C Properties, LLC, P.O. Box 599, Flora, MS 39071; and all unknown persons claiming any right, title or interest in or to the hereinafter described property.
PLEASE TAKE NOTICE PURSUANT TO §21-19-11 of the Mississippi Code of 1972, as annotated and amended, the City Council of the City of Hattiesburg will hold a public hearing at 4:00 p.m. on Monday, March 1, 2021 in the Jackie Dole Sherrill Community Center, Hattiesburg, MS to determine whether or not the hereinafter-described property is in such a state of uncleanness to be a menace to the public health and safety of the community. You have a right to file an answer and to appear at said hearing in person or otherwise and to offer your defense, if any. If, at such hearing, the City Council shall adjudicate the property in its then condition to be a menace to the health and safety of the community, the City of Hattiesburg shall, if the owner will not do so himself, proceed to have the land cleared pursuant to the aforesaid statute. The City of Hattiesburg may then adjudicate the costs plus penalty of cleaning said property and the costs may become assessment against the property, which shall be a lien against said property all as provided by statute, to wit:
508 Buschman Street PARCEL: 2-0291-10-181.00 Hattiesburg, MS, and better described as: Lots 12 and 13 of Block 50 of the Hardy and Scott Survey of the City of Hattiesburg, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi; said property having a Municipal Street Address of 508 Buschman Street and being Parcel #2-091-10-163.00 with PPIN 015808; all together with all improvements thereon and appurtenances thereunto belonging.

Published February 11, 2021

Hattiesburg Publishing, Inc.

525 North Main Street, Suite C. • Hattiesburg, MS 39403
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

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

Total # of Words: 304 Published 1 times

Date 1st Published: Feb 11 Amt: 36.48

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 36.48

Proof of Publication Fee: 3.00

TOTAL: 39.48

(signed) Christina Purice
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 11th
day of February, 2021, a Notary Public in
and for the County of Lamar, State of Mississippi:

(signed) Katherine H. Bullock

FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: COH - 715 McKinley St
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____

NOTICE OF HEARING BEFORE THE CITY COUNCIL OF THE CITY OF HAT- TIESBURG, MISSISSIPPI TO CON- DEMN DILAPIDATED BUILDING(S) AND/OR TO CLEAR ALL CODE VIOLATIONS

To: Kale Farms & Anita Brown- Marsh,
715 McKinley Street, Hattiesburg, MS
39401; and all unknown persons claiming
any right, title or interest in or to the here-
inafter described property.

PLEASE TAKE NOTICE PURSUANT
TO §21-19-11 of the Mississippi Code of
1972, as annotated and amended, the City
Council of the City of Hattiesburg will hold
a public hearing at 4:00 p.m. on Monday,
March 1, 2021 in the Jackie Dole Sherrill
Community Center, Hattiesburg, MS to de-
termine whether or not the hereinafter-de-
scribed property is in such a state of
uncleanliness to be a menace to the public
health and safety of the community. You
have a right to file an answer and to ap-
pear at said hearing in person or otherwise
and to offer your defense, if any. If, at such
hearing, the City Council shall adjudicate
the property in its then condition to be a
menace to the health and safety of the
community, the City of Hattiesburg shall, if
the owner will not do so himself, proceed
to have the land cleared pursuant to the
aforesaid statute. The City of Hattiesburg
may then adjudicate the costs plus penalty
of cleaning said property and the costs
may become assessment against the
property, which shall be a lien against said
property all as provided by statute, to wit:
715 McKinley Street PARCEL: 2-
037D-14-064.00 Hattiesburg, MS, and
better described as: Lot No. Five (5) in
Block No. Two (2) of the McInnis, Mitchell
& Longre Subdivision of the City of Hat-
tiesburg, Forrest County, Mississippi ac-
cording to the official plat of said
subdivision on file and of record in the of-
fice of Chancery Clerk of said county.
Published February 11, 2021



Hattiesburg Publishing, Inc.

525 North Main Street, Suite C. • Hattiesburg, MS 39403
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

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

Total # of Words: 443 Published 1 times

Date 1st Published: Feb 11 Amt: 53.16

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 53.16

Proof of Publication Fee: 3.00

TOTAL: 56.16

(signed) Christina Price
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 11th
day of February, 2021, a Notary Public in
and for the County of Lamar, State of Mississippi:

(signed) Katherine H. Bullock

FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: COH - 118 Tuscan Ave
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____

NOTICE OF HEARING BEFORE THE CITY COUNCIL OF THE CITY OF HAT- TIESBURG, MISSISSIPPI TO CON- DEMN DILAPIDATED BUILDING (S) AND/OR TO CLEAR ALL CODE VIOLATIONS

To: 16th Section Land, Essie Collins,
1325 Fairmont Avenue, Jackson, MS
39204; and all unknown persons claiming
any right, title or interest in or to the here-
inafter described property.

PLEASE TAKE NOTICE PURSUANT
TO §21-19-11 of the Mississippi Code of
1972, as annotated and amended, the City
Council of the City of Hattiesburg will hold
a public hearing at 4:00 p.m. on Monday,
March 1, 2021 in the Jackie Dole Sherrill
Community Center, Hattiesburg, MS to de-
termine whether or not the hereinafter de-
scribed property is in such a state of
uncleanliness to be a menace to the public
health and safety of the community. You
have a right to file an answer and to ap-
pear at said hearing in person or otherwise
and to offer your defense, if any. If, at such
hearing, the City Council shall adjudicate
the property in its then condition to be a
menace to the health and safety of the
community, the City of Hattiesburg shall, if
the owner will not do so himself, proceed
to have the land cleared pursuant to the
aforesaid statute. The City of Hattiesburg
may then adjudicate the costs plus penalty
of cleaning said property and the costs
may become assessment against the
property, which shall be a lien against said
property all as provided by statute, to wit:
118 Tuscan Avenue PARCEL: 2-038F-
16-033.00 Hattiesburg, MS, and better de-

scribed as: A part of block fifty-five (55) 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
of Forrest County, MS, more particularly
described as follows, to-wit: Commencing
at the northeast corner of Block 55 of said
Subdivision and run thence West for a dis-
tance of 214 feet to and for the point of be-
ginning, and run thence South a distance
of 110 feet, more or less, to the extension
of Tuscan Avenue, run thence West a dis-
tance of 50 feet along the North line of the
extension of Tuscan Avenue, run thence
North for a distance of 110 feet to the North
line of said Block, run thence East for a
distance of 50 feet to the said point of be-
ginning.

The above described land being lo-
cated in forming a part of Section 16,
Township 4 North, Range 13 West in the
County of Forrest, State of Mississippi, and
being leasehold property for a period of 99
years from November 20, 1953.

Published February 11, 2021



Hattiesburg Publishing, Inc.

525 North Main Street, Suite C. • Hattiesburg, MS 39403
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

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

Total # of Words: 315 Published 1 times

Date 1st Published: Feb 11 Amt: 37.80

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 37.80

Proof of Publication Fee: 3.00

TOTAL: 40.80

(signed) Christina Purice
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 11th
day of February, 2021, a Notary Public in
and for the County of Lamar, State of Mississippi:

(signed) Katherine H. Bullock

FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: COH - 100 Claiborne
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____

NOTICE OF HEARING BEFORE THE CITY COUNCIL OF THE CITY OF HAT- TIESBURG, MISSISSIPPI TO CON- DEMN DILAPIDATED BUILDING(S) AND/OR TO CLEAR ALL CODE VIOLATIONS

To: Walter and Yvonne Early, 134 Cy-
press Avenue, Hattiesburg, MS 39401;
and all unknown persons claiming any
right, title or interest in or to the hereinafter
described property.

PLEASE TAKE NOTICE PURSUANT
TO §21-19-11 of the Mississippi Code of
1972, as annotated and amended, the City
Council of the City of Hattiesburg will hold
a public hearing at 4:00 p.m. on Monday,
March 1, 2021 in the Jackie Dole Sherrill
Community Center, Hattiesburg, MS to de-
termine whether or not the hereinafter-de-
scribed property is in such a state of
uncleanliness to be a menace to the public
health and safety of the community. You
have a right to file an answer and to ap-
pear at said hearing in person or otherwise
and to offer your defense, if any. If, at such
hearing, the City Council shall adjudicate
the property in its then condition to be a
menace to the health and safety of the
community, the City of Hattiesburg shall, if
the owner will not do so himself, proceed
to have the land cleared pursuant to the
aforesaid statute. The City of Hattiesburg
may then adjudicate the costs plus penalty
of cleaning said property and the costs
may become assessment against the
property, which shall be a lien against said
property all as provided by statute, to wit:

100 Claiborne Avenue PARCEL: 2-
038G-15-042.00 Hattiesburg, MS, and
better described as: Lots 7, 8 and 9 in
Block 8 of the Burkett Subdivision of the
South Half of Section 15, Township 4
North, Range 13 West as per the map or
plat thereof on file in the office of the
County Clerk of Forrest County, MS said
property being assessed on the 2010 For-
rest County Tax Rolls as PPIN 013533.
Published February 11, 2021



Hattiesburg Publishing, Inc.

525 North Main Street, Suite C. • Hattiesburg, MS 39403
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

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

Total # of Words: 374 Published 2 times

Date 1st Published: Feb 18 Amt: 44.88

Date 2nd Published: Feb 25 Amt: 37.40

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 82.28

Proof of Publication Fee: 3.00

TOTAL: 85.28

(signed) Haskel Brand
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 25th
day of February, 2021, a Notary Public in
and for the County of Lamar, State of Mississippi:

(signed) Katherine H. Bullock

FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: COH - Caper NOPH
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____

NOTICE OF AVAILABILITY, PUBLIC HEARING, AND PUBLIC COMMENT PERIOD REGARDING:

2020 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT FOR HOUSING AND COMMUNITY DEVELOPMENT PROGRAMS
ATTENTION: ALL HATTIESBURG, MISSISSIPPI RESIDENTS

The City of Hattiesburg, Mississippi, as required by the U.S. Department of Housing and Urban Development, has prepared a DRAFT 2020 Consolidated Annual Performance and Evaluation Report (CAPER). The report provides details on the activities proposed and completed during the 2020 program year using Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME) entitlement funds.

Beginning February 18, 2021, a draft report will be available for review at www.hattiesburgms.com/community-development and between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, through March 8, 2021 at the following locations:

City Hall
200 Forrest Street
City Clerk's Office
Hattiesburg, MS 39401

Hattiesburg Public Library
329 Hardy Street
Hattiesburg, MS 39401

Forrest County Court House
641 Main Street
Hattiesburg, MS 39401

Jackie Dole Sherrill Community Cen-

ter.
220 W. Front Street
Hattiesburg, MS 39401

C.E. Roy Community Center
300 East 5th Street
Hattiesburg, MS 39401

NOTICE is hereby given that A Public Hearing will be held Monday, March 8, 2021 at 5:00 p.m. to afford an opportunity for stakeholders and residents to provide feedback and comments related to the proposed plan. 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. March 8, 2021.

Additionally, comments related to the performance report may be mailed to the attention of Petra Wingo at the City of Hattiesburg, Community Development Division, P.O. Box 1898, Hattiesburg, Mississippi 39403-1898, or delivered to City Hall, First Floor, Community Development Division, 200 Forrest Street. Written comments may also be emailed to pwingo@hattiesburgms.com. Related comments should be delivered by March 8, 2021.

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 February 18, 25, 2021



Hattiesburg Publishing, Inc.

525 North Main Street, Suite C. • Hattiesburg, MS 39403
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

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

Total # of Words: 249 Published 2 times

Date 1st Published: Feb 18 Amt: 29.88

Date 2nd Published: Feb 25 Amt: 24.90

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 54.78

Proof of Publication Fee: 3.00

TOTAL: 57.78

(signed) Haskel Burns
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 25th
day of February, 2021, a Notary Public in
and for the County of Lamar, State of Mississippi:

(signed) Katherine H. Bullock

FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: COH - QEC Publication to Bidders
- ☐ Invoice #: _____
- ☐ Inv. Crd/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____

NOTICE TO BIDDERS

NOTICE is hereby given that the City of Hattiesburg, Mississippi will receive Statements of Qualifications until 10:00 A.M., Thursday, March 4, 2021 in the City Clerk's Office in the City Hall for the following:

Qualified Eligible Contractors for the purposes of housing rehabilitation, housing repair, housing reconstruction and related activities as needed for a period ending December 31, 2023 for the Department of Urban Development - Community Development Division.

The above shall be delivered as per detailed specifications on file in the Office of the Clerk, P.O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, which may be obtained upon request. Technical assistance is available to all interested parties by calling (601) 545-4558.

Each PROPOSAL must be received in a sealed envelope which is marked in the lower left-hand corner with the words "Request for Qualifications - Qualified Eligible Contractors" and the DATE OF BID OPENING ("March 4, 2021").

The purpose of this solicitation is to establish a list of Qualified Eligible Contractors for participation in the City's CDBG and HOME programs. Respondents meeting the established criteria will be placed on a list of QECs in accordance with the City's Housing Rehabilitation/Reconstruction, and Housing Repair Grants Manual. Notwithstanding, the Council reserves the right to reject any or all bids received and to waive formalities.

PUBLISHED by Order of the Council on this, the 16th day of February 2021.

CITY OF HATTIESBURG,
MISSISSIPPI
BY: /s/ Kermas Eaton
CITY CLERK
(SEAL)

Toby Barker, Mayor
Published February 18, 25, 2021





Memorandum

To: Mayor Toby Barker and Members of City Council

From: Sylvester London, Division Manager

cc:

Date: Tuesday, April 6, 2021

Re: Acknowledge receipt of the two quote docket as provided for in 31-7-13(b) of the Mississippi Code of 1972.
File Number: 2021-288
Minute Book #

Summary

Acknowledge receipt of the two quote docket as provided for in 31-7-13(b) of the Mississippi Code of 1972

Recommendation Statement

Attached is the unadvertised bid docket for the period of February 22, 2021 through March 28, 2021, covering purchases requiring the obtaining of a minimum of two (2) bids as defined in Section 31-7-13 (B) of the Mississippi Code.

This report is submitted for your review, approval, and acknowledgement on the minutes of the City Council. Should there be any questions, please feel free to contact my office.

Please place this on the April 6, 2021 City Council meeting for consideration.

SUCCESSFUL BID/ OTHER BID	PURCHASE ORDER	BID AMOUNT	ITEM DESCRIPTION
BW SULLIVAN BUILDING RJM MCQUEEN HUB CITY CONSTRUCTION	220811	\$ 18,900.00 \$ 19,800.00 \$ 20,400.00	ALCORN AVE ARCHWAY - ENG
WARREN & WARREN ASPHALT GEOPAVE	220815	\$ 11,800.00 \$ 15,575.00	EUREKA PARK BASKETBALL COURT OVERLAY - ENG
UNITED FENCE COMPANY JEFCOAT FENCE	220904	\$ 8,826.00 \$ 11,036.27	SULLIVAN PARK SPLASH PAD FENCE 0 ENG
PORTABLE TOILETS LLC B CLEAN LLC	220932	\$ 23,688.00 \$ 26,928.00	REC MAINT PORTABLE TOILET
DEEP SOUTH TRUCK & EQUIP SALES DTI TRUCKS	220983	\$ 12,510.00 \$ 24,249.00	99 INTERNATIONAL 4700 - WATER DEPT
HUB CITY CONSTRUCTION BW SULLIVAN BUILDING	221080	\$ 11,500.00 \$ 12,340.00	ADMIN BLDG REPAIRS
AMERICAN AIR SPECIALISTS ESSCO AIR CONDITIONING & HEATING	221162	\$ 5,975.00 \$ 6,200.00	AC UNIT CITY HALL
SEON SYSTEMS SALES, INC REI	221186	\$ 34,040.00 \$ 41,400.00	HUB CITY TRANSIT SECURITY CAMERA
OTTO ENVIRONMENTAL PLUM CREEK ENVIRONMENTAL	221223	\$ 24,844.00 \$ 29,150.00	95B GAL MIL CARTS - SANITATION
ZA CONSTRUCTION LLC CONTINENTAL RAILS, INC	221259	\$ 22,500.00 \$ 48,760.00	ENG - CLEAR TREES ALONG RR NEAR AIRPORT



City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

Purchase Order

Fiscal Year 2021

Page 1 of 1

Bill To 1001
City of Hattiesburg
P.O. BOX 1898
Hattiesburg, MS 39401

Ship To 1014
212 West Front St
Centennial Building
Hattiesburg, MS 39401

Purchase Order Number **00220811**

Purchase Order Date **02/24/2021**

Department **ENGINEERING**

FID 64-6000432

Vendor 47013
B W SULLIVAN BUILDING CONTRACTOR INC
4451 HWY 49
HATTIESBURG, MS 39401

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
	SCOTT@BWSULLIVAN.COM	47013	221075	Sylvester London	

NOTES

ALCORN AVE ARCHWAY-ENG

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	FURNISH ALL LABOR, MATERIALS, EQUIPMENT AND SUPERVISION TO CONSTRUCT THE ALCORN AVENUE ARCHWAY AS PER THE PROVIDED DRAWING. GL #: 086300 - 729513	1.0000	EACH	\$18,900.0000	\$18,900.00
				\$18,900.00	

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE. THE PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.


City Clerk

Total Ext. Price \$18,900.00

Purchase Order Total \$18,900.00

B.W. SULLIVAN BUILDING CONTRACTOR, INC.

4451 US Highway 49
Hattiesburg, MS 39401-9305
Office 601-582-2933 Fax 601-582-2049

February 19, 2021

Sid Gonsoulin
City of Hattiesburg

Via email: sgonsoulin@hattiesburgms.com

**RE: Alcorn Avenue
Pedestrian Archway**

Sid,

We are pleased to provide our quote to furnish all labor, materials, equipment and supervision to construct the Alcorn Avenue Pedestrian Archway for the sum of: Eighteen Thousand Nine Hundred Dollars and No Cents - \$18,900.00.

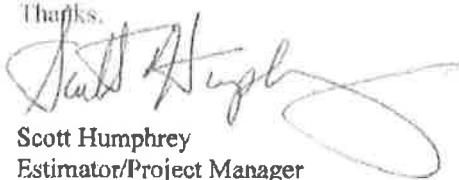
Our price is based upon plans furnished to our office titled "Alcorn Avenue Pedestrian Archway, City of Hattiesburg, Hattiesburg, Mississippi, Forrest County" dated February, 2021 as prepared by Neel-Schaffer, Hattiesburg, Mississippi.

Our estimated start date is March 15, 2021. Our estimated completion date is April 23, 2021.

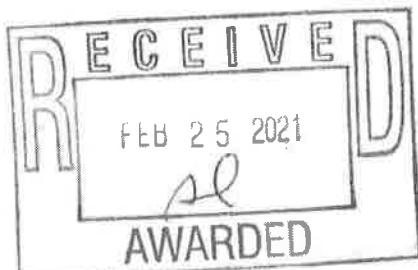
Should you have any questions please feel free to contact me to discuss or email me at scott@bwsullivan.com.

We appreciate the opportunity to provide you with a quote for this project.

Thanks,


Scott Humphrey
Estimator/Project Manager

*accepted on
low bid!
Sid Gonsoulin
2/23/21*





WOMEN OWNED BUSINESS

MDOT CERTIFIED DBE

LADOTD CERTIFIED DBE

CERTIFICATE OF RESPONSIBILITY #03275-MC

LA BOARD OF CONTRACTORS #14034

50 RAMSEY MCQUEEN RD * COLLINS, MS 39428
PHONE 601-764-6361 * FAX 601-764-6362

Archway

Duncan Lake Trail Extension

City of Hattiesburg, Mississippi

PAY ITEM	EST. QNTY	PAY UNIT	UNIT PRICE	TOTAL	BID
Archway, per drawing- Installed	1	EA	\$19,800.00	\$ 19,800.00	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	

TOTAL

\$19,800.00

-> GRADING AND STAKING RESPONSIBILITY OF PRIME CONTRACTOR WITHIN +/- 1"

Price includes tax and bond.

Hub City Construction, Inc.

607 Corinne Street # C-6

Hattiesburg, MS 39401

Estimate

Date	Estimate #
2/19/2021	2367

Name / Address
City of Hattiesburg Alcorn Archway

		Project
		Alcorn Archway
Item	Description	Total
22 Specialty	(1) each, Arch, per drawing. Shop drawing for approval, anchor bolt layout & anchor bolts/nuts.	20,400.00
Total		\$20,400.00

ALCORN AVENUE PEDESTRIAN ARCHWAY

CITY OF HATTIESBURG
HATTIESBURG, MISSISSIPPI
FORREST COUNTY

MAYOR

TOBY BARKER

CHIEF ADMIN OFFICER

ANN JONES

ENGINEERING DIRECTOR

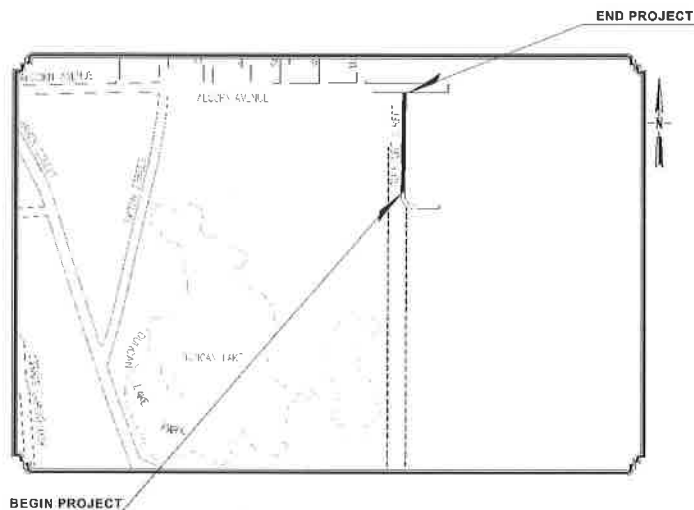
LAMAR RUTLAND, P.E.

COUNCIL MEMBERS

JEFFREY GEORGE	WARD 1
DEBORAH D. DELGADO	WARD 2
CARTER CARROLL	WARD 3
MARY DRYDEN	WARD 4
NICHOLAS BROWN	WARD 5

UTILITIES

CITY OF HATTIESBURG
MISSISSIPPI POWER
AT&T
SPIRE GAS
COMCAST CABLE



VICINITY MAP
PROJECT LOCATION



PREPARED BY:
NEEL-SCHAFER
Solutions you can build upon



DAVID AUSTIN LOVITT, R.L.A.
MISSISSIPPI LICENSE NO. 658

GENERAL NOTES

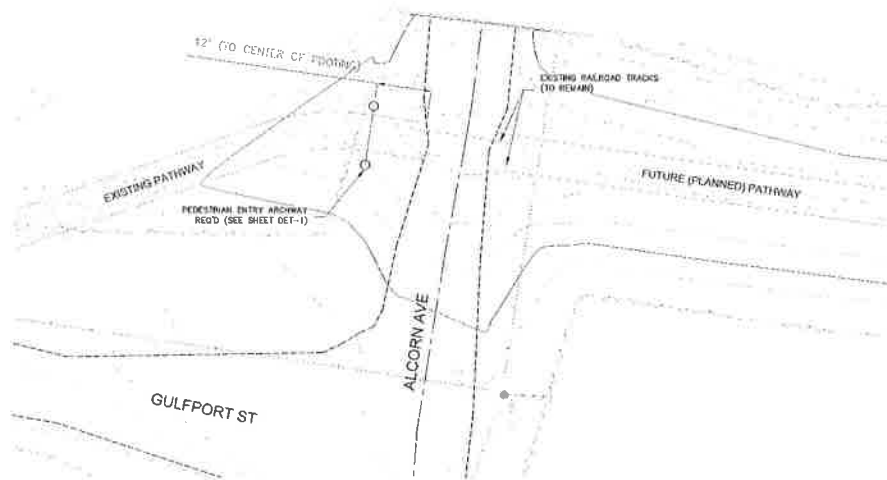
1. EXISTING UNDERGROUND UTILITY LINES ARE SHOWN ON THE DRAWINGS BASED UPON THE BEST INFORMATION AVAILABLE TO THE ENGINEER. THE ENGINEER CANNOT AND DOES NOT WARRANT THAT THIS INFORMATION IS COMPLETE OR ACCURATE. THE CONTRACTOR MUST COORDINATE DIRECTLY WITH THE INVOLVED UTILITY OWNERS TO HAVE UNDERGROUND UTILITY LINES FIELD LOCATED IN ADVANCE OF CONSTRUCTION.
2. THE CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFICATION OF EXISTING GRADES AND MAKING ADJUSTMENTS AS NECESSARY WITH THE APPROVAL OF THE PROJECT ENGINEER.
3. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROTECT EXISTING STRUCTURES SUCH AS POLES, TALLS, APRONS, BRIDGES, ETC FROM DAMAGE WHICH MIGHT OCCUR DURING CONSTRUCTION. EXISTING EASEMENTS SHOULD BE EXERCISED IN UNDERCUT AREAS AND THE UNDERCUT DEPTH MAY BE ADJUSTED AT CROSS DRAINS, AS DIRECTED BY THE ENGINEER. THE CONTRACTOR SHALL REPAIR OR REPAIR, AS DIRECTED BY THE ENGINEER, ANY STRUCTURES DAMAGED DURING THE LIFE OF THE CONTRACT. NO PAYMENT WILL BE MADE FOR REPLACEMENT OR REPAIR OF DAMAGED ITEMS.
4. TRAFFIC CONTROL SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. ALL LOCAL AND NATIONAL SAFETY STANDARDS AND RULES SHALL BE FOLLOWED (COST ABSORBED).
5. FLUORESCENT ORANGE SHEETING SHALL BE USED ON ALL CONSTRUCTION AND TRAFFIC CONTROL SIGNS.
6. PRIOR TO INSTALLATION, CONTRACTOR SHALL VERIFY FINAL PLACEMENT OF PEDESTRIAN ARCHWAY WITH PROJECT LANDSCAPE ARCHITECT. WOOD STAKING OR FLAGGING AT PROPOSED SIGN LOCATION REQUIRED.
7. ALL SIGNS, SIGNALS, PAVEMENT MARKINGS AND TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CURRENT EDITION).
8. ALL RAISED OBJECTS SHALL BE PLACED A MINIMUM OF 2 FEET BEHIND THE FACE OF CURB.
9. CONTRACTOR SHALL PROVIDE SUBMITTAL FOR PEDESTRIAN ARCHWAY APPROVAL IS REQUIRED BY THE CITY OF HATTIESBURG, AND PROJECT LANDSCAPE ARCHITECT BEFORE FINAL EXIST IS SUBMITTED TO VENDOR.
10. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING THROUGH AND LOCAL TRAFFIC IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, CURRENT EDITION.
11. THE CONTRACTOR SHALL PROVIDE ACCESS (INGRESS AND EGRESS) TO LOCAL BUSINESSES AND HOMEOWNERS AT ALL TIMES DURING CONSTRUCTION. THE CONTRACTOR IS REQUIRED TO NOTIFY BUSINESSES AND HOMEOWNERS 48 HOURS IN ADVANCE OF ACCESS RESTRICTIONS.
12. THE CONTRACTOR SHALL COORDINATE HIS WORK WITH OTHER CONTRACTOR'S TO FACILITATE TIES-INS TO OTHER CONTRACTOR'S WORK, WHERE FEASIBLE AND PRACTICABLE.
13. CONTRACTOR SHALL BE RESPONSIBLE FOR RESETTling ANY SIGNS THAT ARE IN DIRECT CONFLICT WITH CONSTRUCTION IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, CURRENT EDITION (COST ABSORBED).
14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING WITH THE UTILITY COMPANIES IF ANY UTILITY POLES NEED TO BE SUPPORTED DURING CONSTRUCTION (COST ABSORBED).
15. THE CONTRACTOR SHALL REPAIR FENCES, RETAINING WALLS, GATES, SODDING, LANDSCAPING, ETC DAMAGED DURING OVERALL CONSTRUCTION (COST ABSORBED).

DESCRIPTION OF SHEET

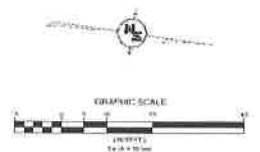
TITLE SHEET (1)
DETAILED INDEX & GENERAL NOTES (1)
INDEX & GENERAL NOTES
SITE PLAN SHEETS (1)
SITE PLAN
DETAIL SHEETS (1)
DETAILS

WKG. NO.	SHT. NO.
	1
GN-1	2
PLAN-1	3
DET-1	4

NOTICE TO DRAWING HOLDER				REVISIONS				DRAWING INFORMATION				INDEX & GENERAL NOTES			
THIS DRAWING HAS BEEN PREPARED AND FORWARDED TO THE DRAWING HOLDER BY THE PROJECT ENGINEER. THIS DRAWING SHOULD NOT BE USED IN EXCESS OF THE PROJECT OR ON ANY OTHER PROJECT. ANY REVISIONS TO THIS DRAWING MUST BE MADE BY THE PROJECT ENGINEER OR A PERSON AUTHORIZED BY THE PROJECT ENGINEER. ANY REVISIONS TO THIS DRAWING MUST BE MADE BY THE PROJECT ENGINEER OR A PERSON AUTHORIZED BY THE PROJECT ENGINEER. ANY REVISIONS TO THIS DRAWING MUST BE MADE BY THE PROJECT ENGINEER OR A PERSON AUTHORIZED BY THE PROJECT ENGINEER.				NO.	DATE	BY	DESCRIPTION	PROJECT NO.	DATE	BY	DESCRIPTION	WKS. NO.	DATE	BY	DESCRIPTION
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ALCORN AVENUE PEDESTRIAN ARCHWAY CITY OF HATTIESBURG - FORREST COUNTY HATTIESBURG, MISSISSIPPI								PROJECT NO.	DATE	BY	DESCRIPTION	WKS. NO.	DATE	BY	DESCRIPTION
								PROJECT NO.	DATE	BY	DESCRIPTION	WKS. NO.	DATE	BY	DESCRIPTION
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NEEL-SCHAFFER Solutions you can build upon								PROJECT NO.	DATE	BY	DESCRIPTION	WKS. NO.	DATE	BY	DESCRIPTION
								PROJECT NO.	DATE	BY	DESCRIPTION	WKS. NO.	DATE	BY	DESCRIPTION
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INDEX & GENERAL NOTES								PROJECT NO.	DATE	BY	DESCRIPTION	WKS. NO.	DATE	BY	DESCRIPTION
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								PROJECT NO.	DATE	BY	DESCRIPTION	WKS. NO.	DATE	BY	DESCRIPTION
GN-1								PROJECT NO.	DATE	BY	DESCRIPTION	WKS. NO.	DATE	BY	DESCRIPTION
								PROJECT NO.	DATE	BY	DESCRIPTION	WKS. NO.	DATE	BY	DESCRIPTION
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- NOTES:
1. FINAL ARCHWAY PLACEMENT TO BE VERIFIED BY PROJECT LANDSCAPE ARCHITECT & CITY OF HATTIESBURG.
 2. SUBMITTAL WITH APPROVAL IS REQUIRED BEFORE PRODUCTION & INSTALLATION CAN BEGIN.
 3. ARCHWAY TO BE MOUNTED PER MANUFACTURER'S SPECIFICATIONS.



NOTICE TO DRAWING HOLDER

NEEL-SCHAFER, INC. (NEEL-SCHAFER) HAS PREPARED THIS DRAWING FOR THE DESIGNER FOR USE ON "AS SHOWN ONLY" BASIS. THE DRAWING SHOULD NOT BE USED FOR ANY OTHER PURPOSE OR FOR ANY OTHER PROJECT. ANY REVISIONS TO THIS DRAWING, WHETHER BY PROJECT MODIFICATION OR ADAPTATION BY THE DESIGNER, SHALL BE AT THE DESIGNER'S RISK AND NEEL-SCHAFER SHALL NOT BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS. NEEL-SCHAFER SHALL NOT BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS. NEEL-SCHAFER SHALL NOT BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS.

REVISIONS			DRAWING INFORMATION	
NO.	DATE	DESCRIPTION	BY	DATE

ALCORN AVENUE PEDESTRIAN ARCHWAY	
CITY OF HATTIESBURG - FORREST COUNTY HATTIESBURG, MISSISSIPPI	
PROJECT NO.	ALCORN-001
DESIGNED BY	NEEL-SCHAFER, INC.
DRAWN BY	NEEL-SCHAFER, INC.
CHECKED BY	NEEL-SCHAFER, INC.
DATE	02/20/24
DATE	02/20/24
DATE	02/20/24

NEEL-SCHAFER
Solutions you can trust upon

SITE PLAN	
WORKING NUMBER	DRAWING NUMBER
PLN-1	3 of 4



PEDESTRIAN ENTRY ARCH

NOT TO SCALE

GENERAL NOTES FOR PEDESTRIAN ENTRY ARCH:

1. STRUCTURE SHALL BE STRUCTURAL STEEL. LOC MINIMUM ASTM A500 GRADE B OR COLD FORMED BOX SECTIONS MINIMUM ASTM A570 GRADE 55 "Y" BEAMS, "APERO" COLUMNS. OPEN CHANNEL OR WOOD PRODUCTS SHALL NOT BE ACCEPTED.
2. PILING SHALL BE ASTM A325 HIGH STRENGTH BOLTS AND ANCHORS. 5/8" DIA. S. ASTM A308 ANCHOR BOLTS, SLO. DRILLING SCREWS AND INCL. S.
3. STRUCTURE SHALL MEET FOLLOWING QUALIFICATIONS: WINDING CODE: 10, 2005 (10' HIG. 10' 20' WIND LOAD OR 10' 10' 20' WIND LOAD) 25 MPH WIND SPEED; S. 10' 20' 25' 30' 40' 50' 60' 70' 80' 90' 100' 110' 120' 130' 140' 150' 160' 170' 180' 190' 200' 210' 220' 230' 240' 250' 260' 270' 280' 290' 300' 310' 320' 330' 340' 350' 360' 370' 380' 390' 400' 410' 420' 430' 440' 450' 460' 470' 480' 490' 500' 510' 520' 530' 540' 550' 560' 570' 580' 590' 600' 610' 620' 630' 640' 650' 660' 670' 680' 690' 700' 710' 720' 730' 740' 750' 760' 770' 780' 790' 800' 810' 820' 830' 840' 850' 860' 870' 880' 890' 900' 910' 920' 930' 940' 950' 960' 970' 980' 990' 1000' 1010' 1020' 1030' 1040' 1050' 1060' 1070' 1080' 1090' 1100' 1110' 1120' 1130' 1140' 1150' 1160' 1170' 1180' 1190' 1200' 1210' 1220' 1230' 1240' 1250' 1260' 1270' 1280' 1290' 1300' 1310' 1320' 1330' 1340' 1350' 1360' 1370' 1380' 1390' 1400' 1410' 1420' 1430' 1440' 1450' 1460' 1470' 1480' 1490' 1500' 1510' 1520' 1530' 1540' 1550' 1560' 1570' 1580' 1590' 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City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

Purchase Order

Fiscal Year 2021

Page 1 of 1

Bill To 1001
City of Hattiesburg
P.O. BOX 1898
Hattiesburg, MS 39401

Ship To 1014
212 West Front St
Centennial Building
Hattiesburg, MS 39401

Purchase Order Number **00220815**
Purchase Order Date **02/25/2021**
Department **ENGINEERING**

FID 64-6000432

Vendor 47221
WARREN & WARREN ASPHALT PAVING LLC
14 LARRY WARREN RD
TYLERTOWN, MS 39667-7014

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
	estimating@wwasphaltpaving.com	47221	221084	Sharon Waits	

NOTES

2-QUOTE EUREKA PARK BASKETBALL COURT OVERLAY-ENG

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	FURNISH ALL LABOR, EQUIPMENT, MATERIALS, AND SUPERVISION TO CLEAN AND OVERLAY EUREKA PARK BASKETBALL COURT WITH 1.5" OF ASPHALT. GL #: 072201 - 636000	1.0000	EACH	\$11,800.0000	\$11,800.00

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE. THE PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

Total Ext. Price \$11,800.00

Purchase Order Total \$11,800.00


City Clerk

WARREN & WARREN ASPHALT PAVING, LLC



Asphalt Paving, LLC

February 18, 2021

**RE: ASPHALT QUOTE
EUREKA PARK BASKETBALL COURT
HATTIESBURG, MS**

ATTN: HUNTER WHITE 601-554-1001

Warren & Warren Asphalt Paving, LLC is pleased to provide you with the following quote for asphalt as noted:

ASPHALT PAVING

\$11,800.00

Furnish labor, equipment, and materials required for the following:

- Clean existing asphalt basketball court to prep for paving.
- Overlay approximately 657 SY with a total of 1.5" of asphalt surface.
- The area is approximately 91' x 65'.
- Any damage made to fence moved for access to court is not covered in this quote.

THIS QUOTE IS GOOD FOR 6 MONTHS. IF ALL ASPHALT IS NOT COMPLETED WITHIN THIS TIME, THE PRICE IS SUBJECT TO CHANGE DUE TO INCREASES IN MATERIALS. ONE (1) MOBILIZATION HAS BEEN INCLUDED IN THIS PRICE.

Asphalt Notes:

Quoted price does include applicable taxes.

Striping in NOT included.

Please let us know if you have any questions or if we can assist in any way.
Sincerely,

Danny Hrapmann

Danny Hrapmann



14 LARRY WARREN RD TYLERTOWN, MS 39667 PHONE: 601-736-1203 FAX: 601-736-1204 EMAIL: estimating@wwasphaltpaving.com



072201.636000
MB Pending

Laura Phillips



QUOTATION

#21120

PROJECT: BASKETBALL COURT AT EUREKA PLAYGROUND

TO: CITY OF HATTIESBURG - HUNTER WHITE - EMAIL: hwhite@hattiesburgms.com

DATE: FEBRUARY 10, 2021

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
Mobilization	1	L.S.	\$ 1,000.00	\$ 1,000.00
Clean Existing Surface	650	S.Y.	\$ 2.00	\$ 1,300.00
Asphalt Leveling	5	TONS	\$ 250.00	\$ 1,250.00
1.5" Asphalt Overlay	650	S.Y.	\$ 18.50	\$ 12,025.00
TOTAL				\$ 15,575.00

NOTES

Prices do not include removal of fence necessary for access.

Prices do not include repair of any rutting in grass area which will be cross for access.

Price includes labor, equipment, and materials.

Thank you for the opportunity to provide this quotation.

B. J. Sellers, Jr.

Geo Pave

10210 Logan Cline Road

Gulfport, MS 39503

Phone: 228-314-7283

SCOPE OF WORK

EUREKA PARK BASKETBALL COURT

February 18, 2021

It was requested that the basketball court at the Eureka playground / ballpark (located on the corner of E. 9th St. and Memphis St.) be repaved with 1.5" of asphalt to allow for this court to be return to a functional condition.

After contacting multiple asphalt contractors, I met both B.J. Sellers from Geopave on February 4th, 2021 and Jacob Warren from Warren & Warren Asphalt Paving on February 10th, 2021 on location to discuss the work to be completed. At this time, the Engineering Department requested quotes for the following:

CONTRACTOR SHALL PROVIDE LABOR, EQUIPMENT AND MATERIALS REQUIRED TO PAVE THE SURFACE OF AN EXISTING BASKETBALL COURT LOCATED AT THE EUREKA PLAYGROUND.

ESTIMATE SHALL INCLUDE 1.5" OF NEW ASPHALT, MATERIALS AND COST TO CLEAN AND LEVEL (WHEN APPROPRIATE) THE EXISTING SUFACE.

The City of Hattiesburg received estimates from both contractors and the project was awarded to Warren & Warren Asphalt Paving.

A handwritten signature in dark ink, appearing to read "Hunter White", is written over a horizontal line.

Hunter White, Project Manager

Engineering Department, City of Hattiesburg



City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

Purchase Order

Fiscal Year 2021

Page 1 of 1

Bill To 1001
City of Hattiesburg
P.O. BOX 1898
Hattiesburg, MS 39401

Ship To 1014
212 West Front St
Centennial Building
Hattiesburg, MS 39401

Purchase Order Number **00220904**
Purchase Order Date **03/03/2021**
Department **ENGINEERING**

FID 64-6000432

Vendor 4504
UNITED FENCE COMPANY
255 MCLEOD ST
HATTIESBURG, MS 39401-3816

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
		4504	221193	Sharon Waits	

NOTES

2-QUOTE SULLIVAN PARK SPLASH PAD FENCE-ENG

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	2-QUOTE SULLIVAN PARK SPLASH PAD PROVIDE AND INSTALL ORNAMENTAL ALUMINUM FENCE AROUND THE SPLASH PAD AS PER THE ATTACHED SPECIFICATIONS AND PLANS. GL #: 086300 - 729504	1.0000	EACH	\$8,826.0000	\$8,826.00

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE. THE PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

City Clerk

Total Ext. Price \$8,826.00

Purchase Order Total \$8,826.00

Proposal

United Fence Co.

Phone: 601-582-0406
Fax: 601-582-0404

255 McLeod St.
Hattiesburg, MS 39401

Web: unitedfencehattiesburg.com
Email: unitedfencecco@bellsouth.net

PROPOSAL SUBMITTED TO		PHONE	DATE
City of Hattiesburg		Sid 601-818-4121	02/26/21
STREET		JOB NAME	
P.O. Box 1898		Sullivan Park Splash Pad	
CITY, STATE ZIP		JOB LOCATION	
Hattiesburg, Ms 39403		same	
ARCHITECT	DATE OF PLANS		JOB PHONE

We hereby submit specifications and estimates for:

Furnish & Install:

- 26 - 8' long x 60" high Ornamental Aluminum Fence Sections
- 2 - 4' wide x 5' high Walk Gates w/ Key Lockable Latches

Specifications:

Product: Alumi-Guard (www.alumi-guard.com)
Grade: Commercial Concealed Fastener; 3/4" Picket
Style: Ascot Four Channel
Color: Black
Post: 2 1/2" x 2 1/2" x .075 x 63.75" w/ Floor Flange (Concealed Fastener Style)
Fasteners: 3/8" x 2 3/4" Stainless Steel Wedge Anchors
Picket Spacing: Special 3" Air Gap
Post Caps: Beveled Style
Warranty: See: <https://alumi-guard.com/resources-warranty/>



Total Including All Materials & Labor \$8,826.00

Materials Lead Time: 10 to 12 Weeks
Installation Time: 3 Days

Thanks for Your Consideration.

*Accepted - Hand
Sid Durrant
3/2/21*

Payment to be made as follows: On Completion

Agreement: UFC agrees to install fencing as per agreement outlined in this Proposal. Location of the property lines and / or the fence lines is the sole responsibility of the customer. UFC, in no way, assumes accuracy of the property lines and / or the fence lines, if survey markers are not clearly visible. If property lines are not clearly marked, a property survey may be required, at the customer's expense. UFC will advise the customer, to the best of our knowledge, of any local laws and regulations regarding fence height, style and location. The responsibility for complying with these laws and regulations rest with the customer. Customer is responsible for any required permits for the fencing.

Warranty: All work performed by UFC is guaranteed to be free from defects in workmanship for one (1) year. Wood fencing carries a workmanship warranty only. Wood products, by their very nature, tend to shrink, check, crack, warp, bow, and / or change color with the passage of time. Therefore, we cannot warranty the wood products themselves. Any warranty on wood products will be a manufacturer's warranty only. Some specialty products carry an extended warranty on materials. See individual product brochure for details.

Underground Obstructions: UFC will be responsible for having all public utilities located and marked prior to digging. Customer is responsible for locating and marking any private utility lines, sprinkler system lines, water lines, sewer / field lines and swimming pool lines. Customer assumes liability for any damages to these obstructions, if not properly marked by the customer.

The final invoice will be based on the completed project. More or less footage, and / or deviations from the original agreement, will be credited or debited to the final invoice. Special order materials cannot be returned for credit. All materials remain property of UFC until final invoice is paid in full. Customer agrees to allow UFC access to their property until work is completed and final invoice is paid in full.

Acceptance of Proposal

Authorized Signature: Kevin L. Fant

Customer Signature _____

Note: This Proposal may be withdrawn, by UFC, if not accepted within Ten (10) Days

Date of Acceptance _____

Special Instructions:

PROPOSAL

Jefcoat Fence Company, Inc. of Hattiesburg
P. O. Box 1167
Hattiesburg, MS 39403
Phone: 601-583-0516
Fax 601-336-7779



"The Name that Secures Your Trust"
www.jefcoattenceofhattiesburg.com

QUOTE IS VALID FOR 5 DAYS.

Company	City of Hattiesburg	From	CARLOS FLORES
		Date:	3/1/2021
Fax/Email	sgonsoulin@hattiesburgms.com	Cell Phone:	601 270 1687
Re:	Splash Pad at Sullivan Park	Email:	carlos@jefcoattenceofhattiesburg.com

MS. CERTIFICATE OF RESPONSIBILITY # 16003-SC
MS. ELECTRONIC PROTECTION LICENSE #15024185

AS DEFINED BY FEDERAL GOVERNMENT WE ARE A SMALL DISADVANTAGED BUSINESS AND WOMEN OWNED SMALL BUSINESS

To provide materials and labor as follows to install:

- 216' of 5ft Flat Top 4 Rail Black Commercial Aluminum Fence with
 - o (2) 4' Single Gates

All installed with Flange Plate Post

Amount \$11,036.27

Thank you
Carlos Flores C.A.G.O.I.
Vice President

ALL PRICES PLUS APPLICABLE SALES TAX, INSURANCE, AND BONDS.

NOTE: With a written contract that lists the insurance requirements, there is no additional insurance cost UNLESS insurance requirements are requested that are above our standard policies for each entity. Otherwise, there may be additional charges for named additional insured, completed operations, and auto for each entity. Jefcoat Fence Co. Inc. of Hattiesburg uses our carrier's accepted endorsements only.

ACCEPTANCE OF PROPOSAL

The above specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Date of Acceptance: _____ Signature: _____

Ornamental Fence- Sullivan Park Splash Pad

Two Quote Bid Request

The City of Hattiesburg is requesting a quote for the purchase and installation of an ornamental fence surrounding the Splash Pad at Sullivan Park. Successful vendor shall install the fence upon the completion of the Splash Pad by Great Southern Recreation. It is the desire of the City to have the ornamental fence installed on or around April, 15, 2021. Exact date will be available around April 1, 2021. All materials to construct and install the fence shall be on site ready to install upon given notice by the City to commence installation, which should be around April 15, 2021.

Specifications: Color- all metal shall be black.

Material- Aluminum

Grade- Commercial 8 ft. sections, with two 4 ft. wide gates, 2 ½ X 2 ½ inch post, rail- 1.375 x 1.25 inches, need 4 horizontal rails to provide stability (2 at top and 2 at bottom). Maximum width between vertical rails shall be 3 inches (Mississippi Childcare facility standard).

Height- 5 ft. above concrete pad, with flat top-contoured post caps. Bottom part of first rail must be 2 inches above the concrete pad. Post supporting the gates shall be a standard commercial weight as to secure the stability of the gates. The gates must have lockable hardware.

Installation- Fence shall be mounted to the surface of the concrete pad with 4 inch metal flange (metal shall be rust proof) and minimum 4 set screws per post (standard length and non-rusting metal grade). The flange should also have a non-rusting metal cover to prevent injury to participants.

Warranty- provide standard warranty information for both materials and workmanship.

Time table- provide approximate time table to complete the project (Start to completion)

Note: See set of plans attached, identifying the detail of the splash pad along with the location of the ornamental fence with approximate linear footage required.

Quote due date: March 1, 2021, 5 PM. Quote should be emailed to Sid Gonsoulin- sgonsoulin@hattiesburgms.com . Official quote must be on business letterhead with mailing address, email address and phone contact. For more information and to visit the site, please call Sid Gonsoulin at 601-818-4121.



City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

Purchase Order

Fiscal Year 2021

Page 1 of 1

Bill To 1001
City of Hattiesburg
P.O. BOX 1898
Hattiesburg, MS 39401

Ship To 9998
NON APPLICABLE

Purchase Order Number **00220932**

Purchase Order Date **03/04/2021**

Department **PARKS & REC MAINT DIV**

FID 64-6000432

Vendor 47043
PORTABLE TOLIETS LLC
PO BOX 18798
HATTIESBURG, MS 39404-8798

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
	SOUTHERNONSITE@YMAIL.COM	47043	221237	Akira Lewis	

NOTES

P&R TWO QUOTE FOR REC MAINT PORTABLE TOILET

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	12 RENTAL PORTABLE TOILETS WITH A ONCE PER WEEK CLEANING AND STOCKING SERVICE INCLUDED MONTHLY 1 HANDICAP PORTABLE TOILET WITH A ONCE PER WEEK CLEANING AND STOCKING SERVICE INCLUDED MONTHLY 2 HANDWASH STATION RENTALS WITH A ONCE PER WEEK CLEANING AND STOCKING SERVICE MONTHLY EXTRA PORTABLE TOILET CLEANING AND STOCKING SERVICE FOR EACH TOILET (13 TOILETS) ON A MONTHLY BASIS EXTRA HAND WASH TOILET CLEANING AND STOCKING SERVICE FOR EACH HAND WASH STATION (2 STATIONS) MONTHLY SERVICE WILL BE PROVIDED MARCH 2021 UNTIL MARCH 2022. GL #: 002300 - 644900	1.0000	EACH	\$23,688.0000	\$23,688.00
					\$23,688.00

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE. THE PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

Total Ext. Price \$23,688.00

Purchase Order Total \$23,688.00


City Clerk

Lewis, Akira

From: Lewis, Akira
Sent: Monday, January 11, 2021 3:16 PM
To: 'chris.hodge@bcleanllc.com'
Subject: Quote
Attachments: Portable Toilet BCLEAN.doc

Good Evening,

Could you send me a quote for the attached specifications within 3 to 5 business days?

Akira C. Lewis
Administrative Assistant
Grounds Maintenance
139 Parkway Blvd
P.O. Box 1898
Hattiesburg, MS 39403-1898
Phone: 601-545-4667
Fax: 601-545-6669
Email: alewis@hattiesburgms.com



Lewis, Akira

From: Lewis, Akira
Sent: Friday, February 12, 2021 2:34 PM
To: 'Christa Manning'
Cc: Chris Hodge
Subject: RE: Estimate 0104-10705 from B Clean, LLC
Attachments: Portable Toilet BCLEAN.doc

Good Afternoon,

I am updating the bid sheet to reflect March 2021-March 2022. If you could re-submit your prices to include a total price on a monthly basis for each service on the attached document.

We would need to know how much everything would cost yearly, so all products would need to be quoted on a monthly basis.

Please let me know if you have any questions.

From: Christa Manning [mailto:christa.manning@bcleanllc.com]
Sent: Tuesday, January 19, 2021 10:43 AM
To: Lewis, Akira <alewis@hattiesburgms.com>
Cc: Chris Hodge <chris.hodge@bcleanllc.com>; Christa Manning <christa.manning@bcleanllc.com>
Subject: Estimate 0104-10705 from B Clean, LLC

Dear Customer :

Please review the attached estimate. Feel free to contact us if you have any questions.

We look forward to working with you.

Sincerely,

B Clean, LLC
601-399-4943



MAYOR
Toby Barker

COUNCIL - WARD ONE

Jeffrey George

COUNCIL - WARD TWO

Deborah Denard Delgado

COUNCIL - WARD THREE

Carter Carroll

COUNCIL - WARD FOUR

Mary Dryden

COUNCIL - WARD FIVE

Nicholas Brown

TO: B Clean LLC

FROM: John McLemore, General Manager of Grounds Maintenance

DATE: 2/11/2021

RE: Portable Toilet and Hand wash Rental Quote

Please submit a quote for the following services:

12 rental portable toilets with a once per week cleaning and stocking service included on a per monthly fee. \$ _____ per month

1 handicap portable toilet with a once per week cleaning and stocking service included on a per monthly fee. \$ _____ per month

2 hand wash station rentals with a once per week cleaning and stocking service included on a per monthly fee. \$ _____ per month

Extra portable toilet cleaning and stocking service for each toilet (13 toilets) from March 2021-December 2021(44 Weeks) on a per monthly fee. \$ _____ per month

Extra hand wash toilet cleaning and stocking service for each hand wash station (2 Stations) from March 2021- December 2021 (44 Weeks) on a per monthly fee. \$ _____ per month.

Service provided MARCH 2021 thru MARCH 2022. City shall coordinate with vendor on delivery to various parks/facilities for various events/activities during contract terms as needed. Vendor must pick up toilets and hand-wash stations when requested to do so

B Clean LLC
P. O. Box 1054
Laurel, MS 39441
(601) 399-4943 phone
(601)399-4933 fax

TO: City of Hattiesburg

DATE: 3/4/2021

RE: Portable Toilet and Hand wash Rental Quote

12 rental portable toilets with a once per week cleaning and stocking service included on a per monthly fee.
\$1260.00 per month

1 handicap portable toilet with a once per week cleaning and stocking service included on a per monthly fee.
\$263.00 per month

2 hand wash station rentals with a once per week cleaning and stocking service included on a per monthly fee.
\$316.00 per month

Extra portable toilet cleaning and stocking service for each toilet (13 toilets) from March 2021-December 2021(44 Weeks) on a per monthly fee. \$351.00 per month

Extra hand wash toilet cleaning and stocking service for each hand wash station (2 Stations) from March 2021-December 2021 (44 Weeks) on a per monthly fee. \$54.00 per month.

Service provided MARCH 2021 thru MARCH 2022. City shall coordinate with vendor on delivery to various parks/facilities for various events/activities during contract terms as needed. Vendor must pick up toilets and hand-wash stations when requested to do so

***B Clean will also charge a \$27.00 per unit pick up charge. All billings are on a 28 day billing cycle. ***
TOTAL PRICE: \$26,928/yearly with the understanding that B Clean will charge an additional \$27.00 per unit for pick up fees

Lewis, Akira

From: Lewis, Akira
Sent: Friday, February 12, 2021 2:50 PM
To: 'southernonsite@ymail.com'
Subject: RE: Request for a Quote
Attachments: Portable Toilet SOS.doc

Good Afternoon,

I had to update the bid sheet to reflect March 2021-March 2022. We will also need prices to be on a monthly basis, and not per unit. I updated each service to reflect per month.

If you could re-send me your prices based on the changes that were made.

The first bid you turned in showed monthly prices except the last two services.

Let me know if you have any questions. There is no rush to send this back, anytime next week is fine.

Thanks,
Akira

From: southernonsite@ymail.com [mailto:southernonsite@ymail.com]
Sent: Thursday, January 07, 2021 5:14 PM
To: Lewis, Akira <alewis@hattiesburgms.com>
Subject: Re: Request for a Quote

Quote attached for portable toilets and hand wash stations for January 2021 thru December 2021.

Thank you, we appreciate the opportunity.

Sammie Jo Wilson, Office Manager
Southern On-Site
Office/Fax: 769-223-6251
www.southernonsite.com

On Monday, January 4, 2021, 02:43:31 PM CST, Lewis, Akira <alewis@hattiesburgms.com> wrote:

Good Evening,

Could you send me a quote for the attached specifications within 3 to 5 business days.

Akira C. Lewis



MAYOR
Toby Barker

COUNCIL - WARD ONE
Jeffrey George

COUNCIL - WARD TWO
Deborah Denard Delgado

COUNCIL - WARD THREE
Carter Carroll

COUNCIL - WARD FOUR
Mary Dryden

COUNCIL - WARD FIVE
Nicholas Brown

TO: SOS

FROM: John McLemore, General Manager of Grounds Maintenance

DATE: 2/11/2021

RE: Portable Toilet and Hand wash Rental Quote

Please submit a quote for the following services:

12 rental portable toilets with a once per week cleaning and stocking service included on a per monthly fee. \$_____ per month

1 handicap portable toilet with a once per week cleaning and stocking service included on a per monthly fee. \$_____ per month

2 hand wash station rentals with a once per week cleaning and stocking service included on a per monthly fee. \$_____ per month

Extra portable toilet cleaning and stocking service for each toilet (13 toilets) from March 2021-December 2021(44 Weeks) on a per monthly fee. \$_____ per month

Extra hand wash toilet cleaning and stocking service for each hand wash station (2 Stations) from March 2021- December 2021 (44 Weeks) on a per monthly fee. \$_____ per month.

Service provided MARCH 2021 thru MARCH 2022. City shall coordinate with vendor on delivery to various parks/facilities for various events/activities during contract terms as needed. Vendor must pick up toilets and hand-wash stations when requested to do so

PORTABLE TOILETS, LLC DBA SOUTHERN ON-SITE

February 18, 2021

City of Hattiesburg
Attn: John McLemore, General Manager of Grounds Maintenance

RE: Portable Toilet and Hand Wash Rental Quote

Following is our quote for the period of March 2021 thru March 2022:

12 rental portable toilets with a once per week cleaning and stocking service included on a per monthly fee. \$888.00 per month

1 handicap portable toilet with a once per week cleaning and stocking service included on a per monthly fee. \$100.00 per month

2 hand wash station rentals with a once per week cleaning and stocking service included on a per monthly fee. \$110.00 per month

Extra portable toilet cleaning and stocking service for each toilet (13 toilets) on a per monthly fee. \$780.00 per month

Extra hand wash toilet cleaning and stocking service for each hand wash station (2 Stations) on a per monthly fee. \$96.00 per month

Total price for above at Town Square is.....\$23,688.00 per year
Delivery to other locations or facilities will be additional.

We appreciate the opportunity,

Mark C. Shows

Mark C. Shows
Owner

P.O. Box 18798
Hattiesburg, MS 39404

PHONE (769) 223-6251
FAX (769) 223-6251
EMAIL southernonsite@ymail.com

PORTABLE TOILETS, LLC DBA SOUTHERN ON-SITE

February 18, 2021

City of Hattiesburg
Attn: John McLemore, General Manager of Grounds Maintenance

RE: Portable Toilet and Hand Wash Rental Quote

Following is our quote for the period of March 2021 thru March 2022:

12 rental portable toilets with a once per week cleaning and stocking service Included on a per monthly fee. \$888.00 per month

1 handicap portable toilet with a once per week cleaning and stocking service Included on a per monthly fee. \$100.00 per month

2 hand wash station rentals with a once per week cleaning and stocking service Included on a per monthly fee. \$110.00 per month

Extra portable toilet cleaning and stocking service for each toilet (13 toilets) on a per monthly fee. \$780.00 per month

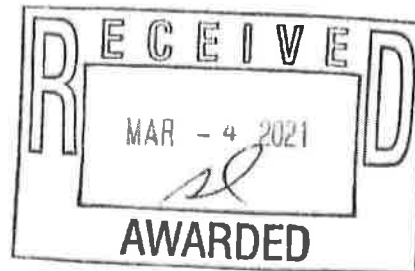
Extra hand wash toilet cleaning and stocking service for each hand wash station (2 Stations) on a per monthly fee. \$96.00 per month

Total price for above at Town Square is.....\$23,688.00 per year
Delivery to other locations or facilities will be additional.

We appreciate the opportunity,

Mark C. Shows

Mark C. Shows
Owner



P.O. Box 18798
Hattiesburg, MS 39404

PHONE
FAX
EMAIL

(769) 223-6251
(769) 223-6251
southernonsite@gmail.com



City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

Purchase Order

Fiscal Year 2021

Page 1 of 1

Bill To 1001
City of Hattiesburg
P.O. BOX 1898
Hattiesburg, MS 39401

Ship To 1011
900 James St
Hattiesburg, MS 39401

Purchase Order Number **00220983**

Purchase Order Date **03/09/2021**

Department **WATER PLANT DIVISION**

FID 64-6000432

Vendor 2641
DEEP SOUTH TRUCK & EQUIP SALES INC
PO BOX 261
SEMINARY, MS 39479-0261

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
		2641	221296	Rob Waggoner	

NOTES

2QUOTE--'99INTERNATIONAL 4700 - WATER DEPT.

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	'99 INTERNATIONAL 4700 VIN#XH202906 GL #: 009673 - 739900	1.0000	EACH	\$12,510.0000	\$12,510.00

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE. THE PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.


City Clerk

Total Ext. Price \$12,510.00

Purchase Order Total \$12,510.00

221296

DEEP SOUTH TRUCK & EQUIPMENT SALES, INC

Po Box 261 // 2342 Hwy 49N

Seminary, MS 39479 // 601-722-3240

deepsouthtrkeq@bellsouth.net

**Sales Quotation
Truck to Haul Jetter Tank**

**To: City of Hattiesburg
Sewer and Water Division**

March 3, 2021

Item(s) Quoted:

1999 International 4700

VIN: XH202903

Navistar T444E diesel engine

Allison automatic transmission

Odometer reading less than 140,000 miles

25,500 GVWR

19.5" tires

Dual rear wheel

White exterior color

Quoted Price: \$12,500.00

Sales Tax: EXEMPT

Title Fee: \$10.00

*Quote is valid for 30 days

*Quoted price includes delivery to Hattiesburg, MS

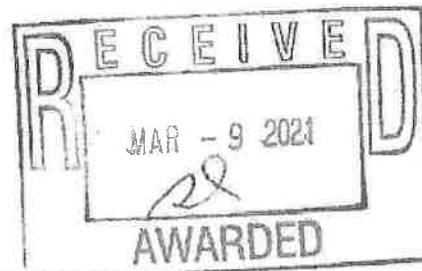
*Delivery will be within 7 business days after issue of purchase order

NET QUOTE: \$12,510.00

B.W. Sullivan

Greg Sullivan

Deep South Truck & Equipment



DTI Trucks
8080 Steele St
Denver, CO 80229
(303)339-3001



**BUYERS ORDER
AND INVOICE**

Salesman RYAN SETTERINGTON

Stock # 13579W

Purchaser <u>City Of Hattiesburg</u>		Date: <u>03-05-21</u>
Address <u>900 James St</u>		Yr. & Make <u>2001 INTL</u>
City/ State/Zip <u>Hattiesburg, MS 39401</u>		Model _____ Body _____
Phone No. _____	Work Ph <u>601 408-0586</u>	Color _____ Mileage <u>EXEMPT</u>
Drivers Lic. No _____	Permit No. _____	VIN <u>1HTSCAAP31H376327</u>
Date of Birth _____	Source _____	Cyl _____ FuelType <u>D</u>

ALL USED VEHICLES SOLD "AS IS" WITH NO WARRANTY EXPRESSED OR IMPLIED
ALL TRANSACTIONS ARE SUBJECT TO SELLER SECURING FINANCING APPROVAL ON ANY DEFERRED BALANCE

SALES PRICE		Selling Price	23750.00
Trade In		Trade Allowance	N/A
		TOTAL	23750.00
Yr. & Make		Dealer Prep & Handling *	
Model		TAXABLE Amount	
Body		State Tax 0.00 %	
VIN		City Tax 0.00 %	
Mileage		County Tax 0.00 %	
	Used Vehicle Allowance	N/A	RTD Tax 0.00 %
	Balance Owed	N/A	Plus Pay Off
	Equity	0.00	TOTAL
OTHER FEES		TOTAL OTHER FEES	
		Deposit with order	N/A
		Cash on Delivery	N/A
		TOTAL CASH DOWN PAYM'T	
		AMOUNT TO FINANCE	
			24249.00

TOTAL OTHER FEES N/A

Delivery of the vehicle is to be taken within _____ days. Failure to do so shall be a breach of this agreement and the seller may retain as liquidated damages any cash and other considerations paid by purchaser. Seller accepts checks and drafts, given in whole or partial payment, conditionally only. Seller reserves the right to refuse vehicle until all payment(s) have been paid by bank on which drawn. Any breach of contract by the buyer shall be sufficient cause for seller to declare contract void and/or to seek any redress for damages seller may claim. Buyer has committed by virtue of said breach of contract. Except for items & payments noted herein, Buyer guarantees to deliver a clear, good title to the traded vehicle. Buyer authorizes seller to supply and charge for collision insurance in contract in event there is no such insurance transferable or forthcoming from buyer.

All promises, verbal understandings, or agreements of any kind pertaining to this purchase not specified herein are not binding on the seller. Buyer acknowledges receipt of a copy of this order.

I, the purchaser, state that I am over eighteen years of age and have legal right to transact business

I hereby acknowledge I have received evidence necessary for transfer of vehicle title. Seller does not guarantee delivery date on new vehicle. Buyer further authorizes seller to make payment on the traded vehicle and to endorse buyer's name to any releases on buyer's behalf. Buyer authorizes seller to correct and/or alter figures herein where amounts owing on trade is required under where errors of arithmetic occur, and to change any/all figures affected thereof, including payments, accordingly. Buyer acknowledges herein supplied information regarding loan/payments owing on traded vehicle(s). Buyer authorizes seller to correct typographical errors herein.

THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

BUYER'S SIGNATURE _____

BUYER'S SIGNATURE _____

MANAGER'S SIGNATURE _____

THIS ORDER MUST BE SIGNED BY AN OFFICIAL OF THE COMPANY

Customer has received Emissions Test

X

* This charge represents costs and additional profit to the seller / dealer for items such as inspecting, cleaning, and adjusting new and used vehicles and preparing documents related to the sale.



City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

Purchase Order

Fiscal Year 2021

Page 1 of 1

Bill To 1001
City of Hattiesburg
P.O. BOX 1898
Hattiesburg, MS 39401

Ship To 1005
200 Forrest St - 3rd Floor
Hattiesburg, MS 39401

Purchase Order Number **00221080**
Purchase Order Date **03/15/2021**
Department **MAYOR ADMIN**

FID 64-6000432

Vendor 3140
HUB CITY CONSTRUCTION INC
607 CORRINE ST #C-6
HATTIESBURG, MS 39401

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
	HUBCITYCONSTRUCTION1@GMAIL.COM	3140	221412	Zach Jones	

NOTES

TWO-QUOTE ADMIN - BLDG REPAIRS

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	ADMIN - BUILDING REPAIRS; PLANNING GL #: 001092 - 635000	1.0000	EACH	\$11,500.0000	\$11,500.00

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE. THE PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.


City Clerk

Total Ext. Price \$11,500.00

Purchase Order Total \$11,500.00



CITY OF HATTIESBURG
MAYOR ADMINISTRATION DEPARTMENT

COVER SHEET

DATE: March 2, 2021

TO: Hub City Construction

PHONE: 601-297-7736

VENDOR EMAIL ADDRESS: hubcityconstruction1@gmail.com

PLEASE READ OUR QUOTE INSTRUCTIONS AND FOLLOW CAREFULLY.
QUOTES MUST BE RETURNED ON OR BEFORE THE DATE AND TIME
INDICATED.

DO NOT HESITATE TO CALL ANN JONES AT 601-297-8903 IF YOU HAVE
ANY QUESTIONS.

THANK YOU,

ANN JONES
CITY OF HATTIESBURG
CHIEF ADMINISTRATIVE OFFICER
601-297-8903

SPECIFICATIONS & BID SHEET

Vendor shall provide material, labor, and equipment necessary to repair two (2) offices located in City Hall -2nd Floor in the Planning Department that have been damaged by roof leak.

Vendor shall repair TPO roofing above affected offices as necessary to prevent further leaking to include, but not limited to, reseal flashing, seal cracks in masonry below roof drain.

Vendor shall remove damaged areas of plaster walls and repair walls as needed, prime and paint offices to match existing in the two (2) affected offices

Vendor shall remove and replace any damaged ceiling tiles in the two (2) affected offices to match existing.

Vendor shall visit the site in advance of bidding to ensure all quantities, measurements, and site conditions.

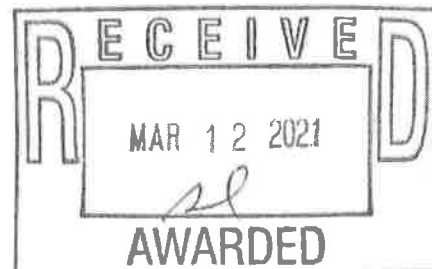
Total Bid Amount: Rs 11,500.-

Delivery Date Availability: April

Bid Price Expiration Date: 15 days due to material scarcity

Authorized Signature: [Signature]

Date: 3-9-2021





CITY OF HATTIESBURG
MAYOR ADMINISTRATION DEPARTMENT

COVER SHEET

DATE: March 2, 2021

TO: BW Sullivan Construction

PHONE: 601-307-7771

VENDOR EMAIL ADDRESS: scott@bwsullivan.com

PLEASE READ OUR QUOTE INSTRUCTIONS AND FOLLOW CAREFULLY.
QUOTES MUST BE RETURNED ON OR BEFORE THE DATE AND TIME
INDICATED.

DO NOT HESITATE TO CALL ANN JONES AT 601-297-8903 IF YOU HAVE
ANY QUESTIONS.

THANK YOU,

ANN JONES
CITY OF HATTIESBURG
CHIEF ADMINISTRATIVE OFFICER
601-297-8903

SPECIFICATIONS & BID SHEET

Vendor shall provide material, labor, and equipment necessary to repair two (2) offices located in City Hall -2nd Floor in the Planning Department that have been damaged by roof leak.

Vendor shall repair TPO roofing above affected offices as necessary to prevent further leaking to include, but not limited to, reseal flashing, seal cracks in masonry below roof drain.

Vendor shall remove damaged areas of plaster walls and repair walls as needed, prime and paint offices to match existing in the two (2) affected offices.

Vendor shall remove and replace any damaged ceiling tiles in the two (2) affected offices to match existing.

Vendor shall visit the site in advance of bidding to ensure all quantities, measurements, and site conditions.

Total Bid Amount: \$12,340.00

Delivery Date Availability: 5-9-2021

Bid Price Expiration Date: 4-9-2021

Authorized Signature: Justin Hughes B.W. Sullivan Bldg. Cont. Inc.

Date: 3-9-2021



City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

Purchase Order

Fiscal Year 2021

Page 1 of 1

Bill To 1001
City of Hattiesburg
P.O. BOX 1898
Hattiesburg, MS 39401

Ship To 1004
220 West Front St
2nd Floor Jackie Dole Building
Hattiesburg, MS 39401

Purchase Order Number **00221162**

Purchase Order Date **03/18/2021**

Department **COMMUNITY CENTERS**

FID 64-6000432

Vendor 2100
AMERICAN AIR SPECIALISTS INC
199 SULLIVAN-KILRAIN RD
PO BOX 162
HATTIESBURG, MS 39403-0162

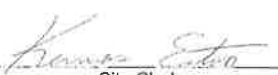
VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
	jhaynes@aasofms.com	2100	221518	Rebecca Acker	

NOTES

TWO-QUOTE AC UNIT CITY HALL

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	2.5 TON AC UNIT GL #: 001092 - 635000	1.0000	EACH	\$5,975.0000	\$5,975.00

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE. THE PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.


City Clerk

Total Ext. Price **\$5,975.00**

Purchase Order Total **\$5,975.00**

AMERICAN AIR SPECIALISTS OF MS, INC.

P.O. BOX 162

HATTIESBURG, MS 39403-0162

OFFICE: (601)583-2575

FAX: (601) 544-7746

March 3, 2021

TO: City of Hattiesburg

RE: HR-3rd Floor

ATTN: Rebecca

Demo and remove existing (2.5) ton FHP water source heat pump and replace with new Carrier (2.5) ton. Price includes unit, controller, line and low voltage electrical, ductwork transitions as required, labor and start-up.

Delivery Date: March 12, 2021

Price Expiration: April 1, 2021

Total Bid Price: \$5,975.00

Payment Terms: 45 Days

Sincerely,
American Air Specialists of MS, Inc.



John Haynes

Accepted By: John Haynes

Date: 3/3/21

All credit card payments are subject to a 2.75% convenience fee.

ESSCO Air Conditioning & Heating

415 Providence Street - Hattiesburg, MS 39401

P.O. Box 111 - Hattiesburg, MS 39403

Phone (601) 545-1880 Fax (601) 545-1873

City of Hattiesburg		3/17/2021
	City Hall	
Hattiesburg, Ms.	Water Source Heat Pump	
Furnish and install new 2 1/2 ton water source heat pump to replace existing Florida Heat Pump Model:EC030-1HZN located on 2nd floor at City Hall. Warranty: 1 year parts and labor with 5 year part warranty on compressor Total Labor and Materials: \$6,200.00 5 to 7 day delivery Quote expires in 45 days All work to be performed 8-5 Monday thru Friday		

This proposal may be withdrawn by us if not accepted within 30 days.

Environmental Systems Service Company, Inc.

By: 

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. If this proposal is not paid according to the terms stated above, purchaser agrees to pay 25% attorney's fees, plus a service charge of 1-1/2% per month (18% annual rate) will be added to amounts not paid within the terms of the sale.

ACCEPTANCE OF PROPOSAL - The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance:

Signature:



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

March 3, 2021

RE: Work performed on AC unit at City Hall

DEPT: Human Resource

REQUESTED DATE: March 17, 2021

Specifications:

Brand of unit to be replaced- Florida Heat Pump

Model: ECO30-1HZN

Year: 2010 model

Size: 2 ½ ton

Voltage: 208/230 Volt single phase

The quote should include cost and labor. Warranty should also be included.

Rebecca Acker

CITY OF HATTIESBURG

CITY HALL

COVER SHEET

DATE: March 1, 2021

TO: AMERICAN AIR SPECIALIST

PHONE: 601.583.2575

EMAIL: JHAYNES@ASSOFMS.COM

**PLEASE READ OUR QUOTE INSTRUCTIONS AND FOLLOW CAREFULLY. QUOTES
MUST BE RETURNED ON OR BEFORE THE DATE AND TIME INDICATED.**

DO NOT HESITATE TO CALL IF YOU HAVE ANY QUESTIONS.

THANK YOU,

**Rebecca Acker
DIVISION MANAGER
(601) 545-4944**

CITY OF HATTIESBURG

CITY HALL

COVER SHEET

DATE: March 1, 2021

TO: ESSCO AIR CONDITIONING & HEATING

PHONE: 601.545.1880

EMAIL: MATTBROWN@ESSCOHEATINGAND AIR.COM

**PLEASE READ OUR QUOTE INSTRUCTIONS AND FOLLOW CAREFULLY. QUOTES
MUST BE RETURNED ON OR BEFORE THE DATE AND TIME INDICATED.**

DO NOT HESITATE TO CALL IF YOU HAVE ANY QUESTIONS.

THANK YOU,

**Rebecca Acker
DIVISION MANAGER
(601) 545-4944**

INTRUCTIONS FOR CITY OF HATTIESBURG 2-QUOTE

Please find attached specifications for the item(s) for which we require written bids. **ALL BIDS MUST HAVE PRICE, DELIVERY DATE, PRICE EXPIRATION, TOTAL BID PRICE, AND BE SIGNED AND DATED, AS REQUIRED BY LAW TO PROVIDE CONTINUITY OF THE BID PROCESS. DO NOT CHANGE THESE SPECIFICATIONS**

Payment terms are set by the State of Mississippi Purchasing Laws: payment will be made within 45 days of receipt of an invoice that has been signed/approved by Department that requested quote.

BIDS MAY BE MAILED TO: City of Hattiesburg
Purchasing Division
PO Box 1898
Hattiesburg, MS 39403-1898

or FAXED TO THE PURCHASING DEPARTMENT AT 601-545-6661

or EMAILED TO TWOQUOTE@HATTIESBURGMS.COM

or EMAILED TO (SLONDON@HATTIESBURGMS.COM)

If you do not intend to bid, please inform us.

Your assistance with our bid process will be most appreciated.

**PURCHASING DEPARTMENT
CITY OF HATTIESBURG**

**BIDS ARE DUE IN THE PURCHASING DEPARTMENT NO LATER THAN 5:00 P.M. ON
March 17, 2021**

CONTACT PERSON(S): Rebecca Acker Telephone Number

Or

(601) 545 4944 Telephone Number



City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

Purchase Order

Fiscal Year 2021

Page 1 of 1

Bill To 1001
City of Hattiesburg
P.O. BOX 1898
Hattiesburg, MS 39401

Ship To 1018
1001 South Tipton
Hattiesburg, MS 39401

Purchase Order Number **00221186**

Purchase Order Date **03/22/2021**

Department **MASS TRANSIT**

FID 64-6000432

Vendor 4153
SEON SYSTEMS SALES, INC
PO BOX 74008297
CHICAGO, IL 60674-8297

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
604-941-0880	Adrian.Ballam@seon.com	4153	221555	Sharon Bolton	

NOTES

TWO QUOTE HUB CITY TRANSIT-SECURITY CAMERA

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	SECURITY CAMERAS FOR BUSES CONFIGURATION 1 TH6 HD CAMERAS WITH AUDIO SECURITY FRONT COVER WITH LOCK SET, MOUNTING BRACKET, POWER HARNESS AND 1 TB HARD DRIVE(SEE ATTACHMENT) GL #: 073570 - 733600	1.0000	EACH	\$27,250.0000	\$27,250.00
2	INSTALLATION OF 10 TH6 DVRs INSTALLATION TX/DX/TH/NX DVR WITH ONE ANALOG CAMERA GPS & SIG GL #: 073570 - 733600	1.0000	EACH	\$6,750.0000	\$6,750.00
3	COST OF REMOVING OLD SYSTEM PER BUS GL #: 073570 - 733600	1.0000	EACH	\$40.0000	\$40.00

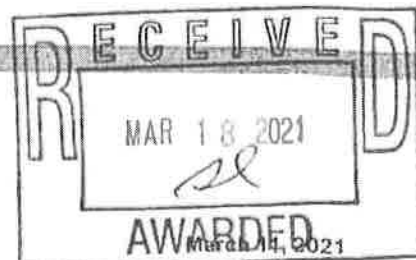
SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE. THE PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

Total Ext. Price **\$34,040.00**

Purchase Order Total **\$34,040.00**


City Clerk

Calvin Russell



Date:
 Proposal #: 21-1518:11
 Expiry Date: May 10, 2021

PREPARED FOR:
 Reggie Smith 601-545-4670
 Maintenance Supervisor rosmith@hattiesburgms.com

PREPARED BY:
 Brent Thrift
 Inside Sales Associate- Transit South

SOLD TO DETAIL
 Hattiesburg Area Road Transit,
 Hub City Transit
 1001 Tipton Street
 Hattiesburg, Mississippi
 39403

BILLING DETAILS
 Hattiesburg Area Road Transit,
 Hub City Transit
 1001 Tipton Street
 Hattiesburg, Mississippi
 39403

SHIPPING DETAILS
 Hattiesburg Area Road Transit,
 Hub City Transit
 1001 Tipton Street Hattiesburg,
 MS 39403 US

Corporate Office: 1.877.630.7366
 Unit 111, 38 Burbidge Street
 Coquitlam, BC V3K 7B2
 brent.thrift@seon.com

Configuration 1 TH6 DVR 6 HD Cameras

DVR & Cameras

Qty	Description	Unit Price	Qty Price
10	TH6H1T0 TH DVR 6 HD channels, audio, security front cover with lock set, mounting bracket, power harness, 1TB hard drive	\$1,114.00	\$11,140.00
10	HD3Q04A20 HD 1080P Camera, Dome, 3.6mm, internal, audio, IR TDN, 20' harness — to use with DH4C, TH6, TH8, and NH16 DVRs Windshield <Road	\$212.00	\$2,120.00
30	HD3Q03A20 HD 1080P Camera, Dome, 2.8mm, internal, audio, IR TDN, 20' harness — to use with DH4C, TH6, TH8, and NH16 DVRs Front < Rear; Driver < Step; Step < Driver	\$212.00	\$6,360.00
20	HD3Q03A50 HD 1080P Camera, Dome, 2.8mm, internal, audio, IR TDN, 50' harness — to use with DH4C, TH6, TH8, and NH16 DVRs Rear < Forward; Mid < Rear	\$237.00	\$4,740.00
10	WT1D20S20G4 TL, TL-HD A, TH, Explorer TX8 and HX16 wiring bundle with adapter harness, diagnostic indicator/button cable 20 ft., live signal input 20 ft., GPS4 receiver magnetic mount 20 ft.	\$126.00	\$1,260.00

Accessories

Qty	Description	Unit Price	Qty Price
10	CHQ-MP4A30 CHQ mounting post, 4 Inch, 30 degree angle	46.00	\$460.00
10	G-SENSOR-EXT G-Sensor, module and cable kit - to be used with TH4, TH6, TH8, and NH16 DVRs	83.00	\$830.00

Freight

Qty	Description	Unit Price	Qty Price
10	FRGT-TH6-EG Freight, FedEx Ground, CE, TH6 System	\$34.00	\$340.00

Configuration 2 Installation of 10 TH6 DVRs with 6 Cameras

Doc#: 1155-CMT-00042-PR-ST-110520

Opportunity ID: 0064U00000m2wYwQAI

1.877.630.7366
safefleet.net

SEON MobileView

SAFE FLEET
Driving Safety Forward™

Professional Services

<u>Qty</u>	<u>Description</u>	<u>Unit Price</u>	<u>Qty Price</u>
10	INST-TRCAMSYS Installation TX/DX/TH/NX DVR with one analog camera/GPS and Signals	\$425.00	\$4,250.00
50	INST-INTCAM Installation, CQ/CJ/CHQ/HD1Q/HD2Q/HD3Q/HD3U/C3Q/C8 cameras	\$50.00	\$2,500.00

Configuration 3 Coast of removing old system per bus

Professional Services

<u>Qty</u>	<u>Description</u>	<u>Unit Price</u>	<u>Qty Price</u>
1	INST-SYSRMVL Removal of Existing System	\$40.00	\$40.00

Configuration 1 TH6 DVR 6 HD Cameras Total:	\$ 27,250.00 USD
Configuration 2 Installation of 10 TH6 DVRs with 6 Cameras Total:	\$ 6,750.00 USD
Configuration 3 Coast of removing old system per bus Total:	\$ 40.00 USD
Grand Total:	\$ 34,040.00 USD

Safe Fleet Preventative Maintenance Program

Ensure your fleet safety systems are running optimally, increasing system and safety performance and reducing operational cost.

ASK US HOW IT WORKS



Doc#:1155-CMT-00042-PR-ST-110520

Opportunity ID: 0064U00000m2wYwQAI

1.877.630.7366
safe@fleet.net

SEON MobileView



Proposed Pricing (Does Not Include Shipping)

The delivery date will be within 10 days of received purchase order. And the pricing is guaranteed for 60 days from March 16, 2021.

Quantity	Part Number	Description	Unit Price	Extended Price
Required Components				
10	HD5-600	HD5-1200W DVR with 5 cameras, 1TB SSD, power, and cables	\$ 3,325.00	\$33,250.00
10	710609	DVR, HD5-1200W, 12 Channel, WIFI GPS	Included above	
10	710641	SSD Module, HD5, 1TB	Included above	
10	710600	Camera, MD IP 1080P 107HFOV, No IR	Included above	
50	710688	Camera, Minidome AHD 115 HFOV 778	Included above	
10	511986	Harness, Event Marker, Alarm/Panic 20'	\$ 55.00	\$ 550.00
10	750389	Kit, IP/AHD Dome Pedestal and Mount	\$ 90.00	\$ 900.00
10	96002I	Installation, REI Surveillance*	\$ 470.00	\$ 4,700.00
10	96002R	Surveillance System Removal**	\$ 30.00	\$ 300.00
Total Hardware Price			\$39,700.00	
Optional Accessories				
10	512209	Harness, DVR Vehicle Sensors 20'	\$ 55.00	\$ 550.00
10	710673	Lock Box HD/HD5 DVRs	\$ 115.00	\$ 1,150.00
Total Hardware Price Including Accessories			\$41,400.00	

* The installation of the REI camera system is based on the installation price for a one-time trip at the same time and location.

** The uninstallation of camera systems is based on the uninstallation price for a one-time trip at the same time and location.

CITY OF HATTIESBURG



COVER SHEET

DATE: March 9, 2021

TO: Safe Fleet (aka) Seon Mobileview

PHONE: 1-877-630-7366

EMAIL: brent.thrift@seon.com

**PLEASE READ OUR QUOTE INSTRUCTIONS AND FOLLOW CAREFULLY.
QUOTES MUST BE RETURNED ON OR BEFORE THE DATE AND TIME
INDICATED.**

**DO NOT HESITATE TO CALL: 601-545-4670
IF YOU HAVE ANY QUESTIONS.**

THANK YOU,

**Sharon Bolton
Office Manager
Hub City Transit
1001 South Tipton Street
Hattiesburg, MS 39401
601.545.4670 (Office)
601.545.7507 (Fax)**

INSTRUCTIONS FOR CITY OF HATTIESBURG 2-QUOTE

Please find attached specifications for the item(s) for which we require written bids. ALL BIDS MUST HAVE PRICE, DELIVERY DATE, PRICE EXPIRATION, TOTAL BID PRICE, AND BE SIGNED AND DATED, AS REQUIRED BY LAW TO PROVIDE CONTINUITY OF THE BID PROCESS. DO NOT CHANGE THESE SPECIFICATIONS

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BIDS MAY BE MAILED TO: City of Hattiesburg
 Purchasing Division
 P.O. Box 1898
 Hattiesburg, MS 39403-1898

or FAXED TO THE PURCHASING DEPARTMENT AT 601-545-6661

or EMAILED TO TWO QUOTE@HATTIESBURGMS.COM

or EMAILED TO (SLONDON@HATTIESBURGMS.COM)

If you do not intend to bid, please inform us.

Your assistance with our bid process will be most appreciated.

**PURCHASING DEPARTMENT
CITY OF HATTIESBURG**

**BIDS ARE DUE IN THE PURCHASING DEPARTMENT NO LATER THAN:
5:00 P.M. March 16, 2021.**

CONTACT PERSON(S): Sharon Bolton 601-545-4670

SPECIFICATIONS

Quote for bus cameras and supplies



Quantity	Part Number	Description	Price Per Unit	Total
10		HD5-1200W DVR, 6 CAMS, 1TB SSD		
10		DVR, HD5-1200 12 CH WIFI GPS		
10		CABLE, POWER, HD SERIES DVR, 16'		
10		SSD MODULE, HD5, 1TB		
10		CAM, MD IP 10-80P BLK 107HFOV, NO IR		
50		CAM, MINIDOME AHD 115D HFOV, 778		
10		CABLE, NETWORK CAT6, 10FT		
20		CABLE, CAMERA TO DVR, 15'		
20		CABLE, CAMERA TO DVR, 25'		
10		CABLE, CAMERA TO DVR, 40'		
1		CABLE, USB 2.0, BLACK, AM/AM/BM		
10		HARNESS, EVENT MARK, ALARM/PANIC, 20'		
10		KIT, IP/AHD DOME PEDESTAL & MOUNT		
10		INSTALLATION, REI SURVEILLANCE		
10		SURVEILLANCE SYSTEM REMOVAL		
10		HARNESS, DVR VEHICLE SENSORS 20'		
10		LOCK BOX HD/HD5 DVRS		

CITY OF HATTIESBURG



COVER SHEET

DATE: March 9, 2021

TO: REI

PHONE: 402-339-2200 x202

EMAIL: ghall@radioeng.com

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IF YOU HAVE ANY QUESTIONS.**

THANK YOU,

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Office Manager
Hub City Transit
1001 South Tipton Street
Hattiesburg, MS 39401
601.545.4670 (Office)
601.545.7507 (Fax)**

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**PURCHASING DEPARTMENT
CITY OF HATTIESBURG**

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5:00 P.M. March 16, 2021.**

CONTACT PERSON(S): Sharon Bolton 601-545-4670

SPECIFICATIONS

Quote for bus cameras and supplies



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10		DVR, HD5-1200 12 CH WIFI GPS		
10		CABLE, POWER, HD SERIES DVR, 16'		
10		SSD MODULE, HD5, 1TB		
10		CAM, MD IP 10-80P BLK 107HFOV, NO IR		
50		CAM, MINIDOME AHD 115D HFOV, 778		
10		CABLE, NETWORK CAT6, 10FT		
20		CABLE, CAMERA TO DVR, 15'		
20		CABLE, CAMERA TO DVR, 25'		
10		CABLE, CAMERA TO DVR, 40'		
1		CABLE, USB 2.0, BLACK, AM/AM/BM		
10		HARNESS, EVENT MARK, ALARM/PANIC, 20'		
10		KIT, IP/AHD DOME PEDESTAL & MOUNT		
10		INSTALLATION, REI SURVEILLANCE		
10		SURVEILLANCE SYSTEM REMOVAL		
10		HARNESS, DVR VEHICLE SENSORS 20'		
10		LOCK BOX HD/HD5 DVRS		



City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

Purchase Order

Fiscal Year 2021

Page 1 of 1

Bill To
City of Hattiesburg
P.O. BOX 1898
Hattiesburg, MS 39401

1001

Ship To
103 Faulkner St
Hattiesburg, MS 39401

1015

Purchase Order Number **00221223**

Purchase Order Date **03/23/2021**

Department **SANITATION DIVISION**

FID 64-6000432

Vendor 3823
OTTO ENVIRONMENTAL SYS NA(CONTAINER)
12700 GENERAL DRIVE
CHARLOTTE, NC 28273

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
		3823	221595	JACKIE MCCLAIN	

NOTES

95 GAL MIL CARTS-SANITATION DEPT.

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	95 GAL 10-STACK/METAL BAR/ONE HANDLE MIL CART "CITY OF HATTIESBURG"-GREEN-PRODUCT # 9785656-200CT-10"WHEEL X .844 INJCT MLD RFID- GL #: 001220 - 559000	200.0000	EACH	\$50.7200	\$10,144.00
					\$10,143.00
2	95 GAL MIL 10-STACK/METAL BAR/BIB/ONE HANDLE-BLUE LID "RECYCLABLE MATERIALS ONLY"-BLUE BASE-10" WHEEL X .844 INJCT MLD 2.85" INTG SP -PART 9784444-SANITATION DEPT. GL #: 001220 - 559001	150.0000	EACH	\$49.0000	\$7,350.00
					\$7,350.00
3	95 GAL MIL 10-STACK/METAL BAR/BIB/ONE HANDLE-BROWN BASE-10" WHEEL X .844 INJCT MLD 2.85" INTG SP -PART 9786363-150CT-CANS FOR SANITATION DEPT. GL #: 001220 - 559000	150.0000	EACH	\$49.0000	\$7,350.00
					\$7,350.00

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE. THE PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

Total Ext. Price \$24,844.00

Purchase Order Total **\$24,843.00**


City Clerk

Otto Environmental Systems North America, Inc.
12700 General Drive, Charlotte, NC 28273



Quote: 12431

Page: 1/3

Russell Davis
Order Contact
City of Hattiesburg, MS
ACCOUNTING Dept
PO Box 1898
Hattiesburg MS 39403-1898

Dear Russell,

Thank you for allowing Otto Environmental Systems North America, Inc. the opportunity to present this quotation to City of Hattiesburg, MS. Please let me know if you have any questions, and thank you for your interest.

Proposal Valid: February 2, 2021 - March 2, 2021

Line	Product	Description	Quantity	Net Price	Net Value
10	9785656-FI0OR000H0-HATTIESMSM01	95 Gal Mil Cart HATTIESMS (SK)c **RFID**	200 Each	50.72 USD / 1 Each	10,143.00 USD
List Price			49.00 USD / 1 Each	9,800.00 USD	
Operations and Material Surcharge			3.50 %	343.00 USD	
Cart Style: 95 Gal Mil 10-Stack/Metal Bar/Bib/One Handle Cart					
Base Color: 56 - Green					
Lid Color: 56 - Green					
Wheel: WHLIM10 - 10" WHEEL X .844 INJCT MLD					
RFID: RFID					
20	9784444-FI0OR000HH-HATTIESMSR01	95 Mil Recycl HATTIESMS ***RFID*** (SK)c	150 Each	49.00 USD / 1 Each	7,350.00 USD
List Price			49.00 USD / 1 Each	7,350.00 USD	
Cart Style: 95 Gal Mil 10-Stack/Metal Bar/Bib/One Handle Cart					
Base Color: 44 - Blue					
Lid Color: 44 - Blue					
Wheel: 10" WHEEL X .844 INJCT MLD 2.85" INTG SP					
RFID: RFID					

001220.559000 - green/brown (31,741.00)
001220.559001 - Blue (14,021.98)

Otto Environmental Systems North America, Inc.
12700 General Drive, Charlotte, NC 28273



Quote: 12431

Page: 2 / 3

30	9786363- FI0OR000H0- HATTIESMST01	95 Mil Trash HATTIESMS (SK)c **RFID**	150 Each	49.00 USD / 1 Each	7,350.00 USD
List Price			49.00 USD / 1 Each		7,350.00 USD
Cart Style: 95 Gal Mil 10-Stack/Metal Bar/Bib/One Handle Cart Base Color: 63 - Brown Lid Color: 63 - Brown Wheel: WHLM10 - 10" WHEEL X .844 INJCT MLD RFID: RFID					

Total Item Net Value	24,843.00 USD
Freight	0.00 USD
Total	24,843.00 USD

Payment Terms: 30 days net

Incoterms: Free on Board (INTL), Destination

Orders containing premium colors may or may not include extended lead times.

Sincerely,

Charles E Munsey

Chuck.Munsey@otto-usa.com





1302 East Industrial Access Rd | West Point, MS 39773

www.plumcreeket.com

662-327-4183

PRICE QUOTE

City of Hattiesburg, MS

twoquote@hattiesburgms.com

PLUM: 95 Gallon Millennium Cart

March 23, 2021

Quantity	Capacity	Price Each	Total Price
500	95 Gallon Millennium	\$58.30	\$29,150.00
	**Freight Not Included		N/A
TOTAL COST:			\$29,150.00

Lead time approx. 3 weeks

Quantity Breakdown:

(200) Green Carts
(150) Brown Carts
(150) Blue "Recycle" Carts

Terms: Net 30 Days. Freight not included in quoted price. Our quoted prices do not include any Sales, Use, or any other tax of a similar nature Federal, State or Local in origin; and any such tax applicable to the transaction is to be paid by the purchaser. Unless otherwise specified, prices firm for an acceptance period of (15) fifteen days from quote date. Price subject to change prior to order acceptance.

Thank you for the opportunity!

Jennifer White

Jennifer White

Plum Creek Environmental

(662) 295-5303 Cell

(662) 327-4183 Office

jwhite@plumcreeket.com



CITY OF HATTIESBURG
SANITATION DEPARTMENT
TWO-QUOTE BID REQUEST

COVER SHEET

DATE: March 18, 2021

TO: Otto Environmental Sys. NA (Container)

PHONE: 800-795-6886/704-522-8981

EMAIL: Chuck.Munsey@otto-usa.com

PLEASE READ OUR QUOTE INSTRUCTIONS AND FOLLOW CAREFULLY. QUOTES
MUST BE RETURNED ON OR BEFORE THE DATE AND TIME INDICATED.

DO NOT HESITATE TO CALL JACQUINE MCCLAIN @ 601-545-4545 SHOULD YOU
REQUIRE ADDITIONAL INFORMATION OR HAVE QUESTIONS.

THANK YOU

JACQUINE MCCLAIN, ADMIN. ASST.

HATTIESBURG SOLID WASTE/SANITATION DIVISION

601.545.4545

INSTRUCTIONS FOR CITY OF HATTIESBURG 2-QUOTE

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PO Box 1898
Hattiesburg, MS 39403-1898

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or **EMAILED TO TWOQUOTE@HATTIESBURGMS.COM**

or **EMAILED TO (SLONDON@HATTIESBURGMS.COM)**

If you do not intend to bid, please inform us.

Your assistance with our bid process will be most appreciated.

**PURCHASING DEPARTMENT
CITY OF HATTIESBURG**

BIDS ARE DUE IN THE PURCHASING DEPARTMENT NO LATER THAN 5:00 P.M. ON

March 23, 2021

CONTACT PERSON(S): 601-545-4645 Telephone Number

601-544-5406 Or Telephone Number

SPECIFICATIONS

SPECIFICATIONS

200 GREEN CARTS

PART#9755656F-IM10-RFID-B29B WITH CITY LOGO
10 DIAMETER INJECTION MOLDED WHEELS, SOLID STEEL AXLE, AND
METAL FRONT BAR-INCLUDES CUSTOM LOGO HOT STAMP ON EACH SIDE
OF CART BODY-INCLUDES SEQUENTIAL SERIAL NUMBER HOT STAMP ON
EACH CONTAINER-INCLUDES 10 YEAR NON-PRORATED WARRANTY ON ANY
MANUFACTURE DEFECTS.

150 BROWN CARTS

PART#9755656F-IM10-RFID-B29B WITH CITY LOGO
10 DIAMETER INJECTION MOLDED WHEELS, SOLID STEEL AXLE, AND
METAL FRONT BAR-INCLUDES CUSTOM LOGO HOT STAMP ON EACH SIDE
OF CART BODY-INCLUDES SEQUENTIAL SERIAL NUMBER HOT STAMP ON
EACH CONTAINER-INCLUDES 10 YEAR NON-PRORATED WARRANTY ON ANY
MANUFACTURE DEFECTS.

150 BLUE "RECYCLE" CARTS

PART#9755656F-IM10-RFID-B29B WITH CITY LOGO
10 DIAMETER INJECTION MOLDED WHEELS, SOLID STEEL AXLE, AND
METAL FRONT BAR-INCLUDES CUSTOM "**RETHINK RECYCLE**" WITH CITY LOGO
HOT STAMP ON EACH SIDE OF CART BODY. CART LID INCLUDES CUSTOM
WORDING "**RECYCLE MATERIAL ONLY**" --INCLUDES SEQUENTIAL SERIAL
NUMBER HOT STAMP ON EACH CONTAINER -INCLUDES 10 YEAR NON-PRORATED
WARRANTY ON ANY MANUFACTURE DEFECTS.



CITY OF HATTIESBURG
SANITATION DEPARTMENT
TWO-QUOTE BID REQUEST

COVER SHEET

DATE: March 18, 2021

TO: Plum Creek Environmental, LLC

PHONE: 662-327-4183

EMAIL: jwhite@plumcreeket.com

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DO NOT HESITATE TO CALL JACQUINE MCCLAIN @ 601-545-4545 SHOULD YOU REQUIRE ADDITIONAL INFORMATION OR HAVE QUESTIONS.

THANK YOU

JACQUINE MCCLAIN, ADMIN. ASST.

HATTIESBURG SOLID WASTE/SANITATION DIVISION

601.545.4545

INSTRUCTIONS FOR CITY OF HATTIESBURG 2-QUOTE

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CITY OF HATTIESBURG**

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March 23, 2021

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Or
601-544-5406 Telephone Number

SPECIFICATIONS

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OF CART BODY-INCLUDES SEQUENTIAL SERIAL NUMBER HOT STAMP ON
EACH CONTAINER-INCLUDES 10 YEAR NON-PRORATED WARRANTY ON ANY
MANUFACTURE DEFECTS. FREIGHT COST INCLUDED IN BID.

150 BROWN CARTS

PART#9755656F-IM10-RFID-B29B WITH CITY LOGO
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WORDING "**RECYCLE MATERIAL ONLY**" --INCLUDES SEQUENTIAL SERIAL
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City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

Purchase Order

Fiscal Year 2021

Page 1 of 1

Bill To 1001
City of Hattiesburg
P.O. BOX 1898
Hattiesburg, MS 39401

Ship To 1014
212 West Front St
Centennial Building
Hattiesburg, MS 39401

Purchase Order Number **00221259**

Purchase Order Date **03/25/2021**

Department **ENGINEERING**

FID 64-6000432

Vendor 47307
ZA CONSTRUCTION LLC
1071 CATO RD
MENDENHALL, MS 39114

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
601-825-5500	ross@zaconstruction.com	47307	221640	Sharon Waits	

NOTES

2-QUOTE-ENG-CLEAR TREES ALONG RR NEAR AIRPORT

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	2-QUOTE ENGINEERING CLEAR TREES ALONG RAILROAD NEAR AIRPORT GL #: 039551 - 729599	1.0000	EACH	\$22,500.0000	\$22,500.00
					\$22,500.00

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE. THE PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.


City Clerk

Total Ext. Price \$22,500.00

Purchase Order Total \$22,500.00

1071 CATO ROAD
MENDENHALL, MS 39114



P. O. BOX 1958
BRANDON, MS 39043

Lamar,

Please see below pricing to clear and windrow vertical obstructions at Hattiesburg, MS airport per Kansas City Southern Railways specifications with KCS providing flagging:

\$22,500.00

ZA Construction appreciates the opportunity to bid on this project and looks forward to hearing from you.



Hensarling, Sharon

From: Rutland, Lamar
Sent: Tuesday, March 23, 2021 8:28 AM
To: Hensarling, Sharon
Subject: FW: Clearing RR near Airport
Attachments: Hattiesburg, MS Airport Bid 3.12.21.pdf

Lamar Rutland, P.E.
City of Hattiesburg
Director of Engineering
Ph (601)545-4540

From: ross <ross@zaconstruction.com>
Sent: Friday, March 12, 2021 9:35 PM
To: Rutland, Lamar <lrutland@hattiesburgms.com>
Subject: RE: Clearing RR near Airport

Lamar,

Please see attached.

Thanks again for the opportunity.



Ross Armstrong
Operations Manager
1071 Cato Rd.
Mendenhall, MS | 39114
601.825-5500 (o) • 601.331.8844 (c)
601.825.1316 (f) • www.zaconstruction.com

From: Rutland, Lamar <lrutland@hattiesburgms.com>
Sent: Tuesday, March 9, 2021 9:34 AM
To: ross <ross@zaconstruction.com>
Subject: Clearing RR near Airport

Please see the attached drawing showing the area of tree removal needed. Can you please provide me with a price to cut down all of the trees in this area. The Airport's concern is the vertical obstructions. Chipping or windrowing the trees is acceptable to the Airport. Contractor needs to ensure method is acceptable to the RR. Please provide me with a price to remove the vertical obstructions in the area shown. Please respond to this email with a price on Company letterhead. KCS has agreed to incur the flagging costs.

Thanks

Lamar

--
This message has been scanned for viruses and dangerous content by
E.F.A. Project, and is believed to be clean.



Phone: (601) 582-9181 • Fax: (601) 584-7677 • Post Office Box 15776 • Hattiesburg, MS 39404

3/22/2021

RE: City of Hattiesburg
Airport Tree Removal

Continental Rails, Inc quotes the following:

Clearing and windrowing approximately 12.49 acres along the KCS right of way.

LUMP SUM: \$48,760.00

This price does not include flagman or staking.

Stoney Goudie
Vice President
cell: 601-408-6515
info@continentalrails.com

Hensarling, Sharon

From: Rutland, Lamar
Sent: Tuesday, March 23, 2021 8:27 AM
To: Hensarling, Sharon
Subject: FW: City of Hattiesburg
Attachments: Airport Tree Removal.pdf

Lamar Rutland, P.E.
City of Hattiesburg
Director of Engineering
Ph (601)545-4540

From: Continental Rails, Inc. <info@continentalrails.com>
Sent: Monday, March 22, 2021 3:08 PM
To: Rutland, Lamar <lrutland@hattiesburgms.com>
Subject: RE: City of Hattiesburg

Lamar,

See attached quote.

Thank you,
Megan Hammett

From: Rutland, Lamar <lrutland@hattiesburgms.com>
Sent: Tuesday, March 16, 2021 8:29 AM
To: Continental Rails, Inc. <info@continentalrails.com>
Subject: City of Hattiesburg

Please see the attached drawing showing the area of tree removal needed. Can you please provide me with a price to cut down all of the trees in this area. The Airport's concern is the vertical obstructions. Chipping or windrowing the trees is acceptable to the Airport. Contractor needs to ensure method is acceptable to the RR. Please provide me with a price to remove the vertical obstructions in the area shown. Please respond to this email with a price on Company letterhead. KCS has agreed to incur the flagging costs.

Lamar Rutland, P.E.
City of Hattiesburg
Director of Engineering
Ph (601)545-4540



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, April 6, 2021

Re: Acknowledge receipt of fully executed Quitclaim Deed for Tax Parcel No. 2-037B-14-028.00 (PPIN 23469), otherwise identified as Lots 22 and 23 of Block 2 of the Poole Addition Subdivision, City of Hattiesburg, for the Hall Avenue Overpass East Project.
File Number: 2021-296
Minute Book #

Summary

Acknowledge receipt of fully executed Quitclaim Deed for Tax Parcel No. 2-037B-14-028.00 (PPIN 23469), otherwise identified as Lots 22 and 23 of Block 2 of the Poole Addition Subdivision, City of Hattiesburg, for the Hall Avenue Overpass East Project.

Recommendation Statement

I recommend approval of this item.

Please place this on the April 6, 2021 City Council meeting for consideration.

Prepared by:

City of Hattiesburg
Engineering Department
Post Office Box 1898
Hattiesburg, MS 39403-1898
(601) 545-4540

Return to:

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

INDEXING INSTRUCTIONS:

**Lots 22 and 23, of Block 2, of the Poole Addition
Subdivision, City of Hattiesburg, Forrest
County, Mississippi**

**STATE OF MISSISSIPPI
COUNTY OF FORREST**

QUITCLAIM DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars, (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, that I,

BARTLEY CLARK
9301 US Highway 98
New Augusta, Mississippi 39462
Telephone (601) 601-270-6490

Grantor, does hereby grant, convey and quitclaim unto the:

CITY OF HATTIESBURG, MISSISSIPPI
A municipal corporation
Post Office Box 1898
Hattiesburg, MS 39403-1898
Telephone (601) 545-4540

All of the Grantor's interest in the following described real property lying and being situated in Forrest County, Mississippi, and being more particularly described as follows, to-wit:

Lots 22 and 23, of Block 2, of the Poole Addition Subdivision, located in the NE 1/4 of the NW 1/4 of Section 14, T-4-N, R-13-W, City of Hattiesburg, Forrest County, Mississippi and contains 0.34 acres.

WITNESS MY SIGNATURE of the Grantor, **BARTLEY CLARK**, on this 17th day of March, 2021.

Bartley Clark
BARTLEY CLARK

STATE OF MISSISSIPPI
COUNTY OF Forrest

Personally appeared before me, the undersigned authority in and for the said county and state, on this 17th day of March, 2021, within my jurisdiction, the within named, **BARTLEY CLARK**, who acknowledged that he executed the above and foregoing instrument.

Kathleen M. Hartfield
NOTARY PUBLIC

My commission expires: 6/18/23





Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, April 6, 2021

Re: Acknowledge receipt of a drainage easement for Tax Parcel No. 051P-11-025.000
PPIN 20708 for the NRCS Campbell Loop project.
File Number: 2021-297
Minute Book #

Summary

Acknowledge receipt of a drainage easement for Tax Parcel No. 051P-11-025.000 PPIN 20708 for the NRCS Campbell Loop project.

Recommendation Statement

I recommend approval of this item.

Please place this on the April 6, 2021 City Council meeting for consideration.

Grantee, prepared by and return to:City of HattiesburgDepartment of EngineeringPost Office Box 1898Hattiesburg, Mississippi 39403-1898Phone: (601) 545-4540Account No.:**Grantor's Address:**R. D. Roberts Properties, LLC140 Mayfair Road, Suite 2300Hattiesburg, Mississippi 39402Phone:Account No.:

DRAINAGE EASEMENT**INDEXING INSTRUCTIONS:**

**A part of the Northeast ¼ of the Southeast ¼,
Section 11, Township 4 North, Range 14 West, in
the City of Hattiesburg, County of Lamar, State of
Mississippi**

Parcel ID: 051P-11-025.000

PPIN: 20708

107 West Park Drive

STATE OF MISSISSIPPI
COUNTY OF LAMAR
CITY OF HATTIESBURG

DRAINAGE EASEMENT

For and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, including the benefits to be derived herefrom **R. D. ROBERTS PROPERTIES, LLC**, does hereby grant and convey unto the **CITY OF HATTIESBURG**, a municipal corporation, an easement over, across and upon a parcel of real property, for the construction and maintenance of drainage facilities over and across the following described property located in the City of Hattiesburg, Forrest County,

A part of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, Section 11, Township 4 North, Range 14 West, in the City of Hattiesburg, County of Lamar, State of Mississippi and being more particularly described using Mississippi State Plane Coordinate System, East Zone Grid, NAD 83(2011), US Survey Feet, with a combined scale factor of 0.99997529 and a convergence angle of (minus) $-0^{\circ}16'34.59''$ at the Northwest Corner of Turtle Creek Business Park, a Subdivision in said City, County and State as per Map or Plat on file in the Office of the Chancery Clerk of said County and State and **Commencing** at a Railroad Spike representing said Northwest Subdivision Corner and having a Grid Value of **N 663,351.80 feet** and **E 818,306.28 feet** on said East Zone Grid, said Northwest Subdivision Corner also being the Intersection of the East Line of said Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ and the Southern Right of Way of US Highway No. 98, thence run $S00^{\circ}05'31''E$ along the West Line of said Subdivision and said East Line of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ for 215.05 feet to a $\frac{3}{4}$ Inch Crimp Top Pin representing the Southeast Corner of a Parcel of Land as described in an Assumption Warranty Deed in Book 15M, Page 149 of the Land Records thereof on file in the Office of the Chancery Clerk of said County and State, thence run $S81^{\circ}09'51''W$ along said South Parcel Line for 37.82 feet to a $\frac{1}{2}$ Inch Rebar representing the Northeast Corner of a Parcel of Land as described in a Warranty Deed in Book 26C, Page 308 of the Land Records thereof on file in the Office of the Chancery Clerk of said County and State, said Northeast Parcel Corner also being the **Point of Beginning** and having a Grid Value of **N 663,130.94 feet** and **E 818,269.25 feet** on said East Zone Grid; thence run $S00^{\circ}04'52''E$ along the East Line of said Parcel for 270.49 feet to a $\frac{1}{2}$ Inch Rebar representing the Southeast Corner of said Parcel and having a Grid Value of **N 662,860.46 feet** and **E 818,269.63 feet** on said East Zone Grid, thence run $S89^{\circ}58'42''W$ along the South Line of said Parcel for 10.00 feet to an "X" Chiseled in Concrete, thence run

N00°04'52"W and parallel to and 10.00 feet westerly Offset from said East Parcel Line for 268.94 feet to a ½ Inch Rebar representing a Point on the North Line of said Parcel, thence run N81°11'27"E along said North Parcel Line for 10.12 feet to the **Point of Beginning**, comprising **0.06 Acres (2,697 Square Feet)**, more or less.

[Signature]
We fully understand that *[Signature]* we have the right to receive just compensation for the real property herein described based on an appraisal of said property. *[Signature]* We hereby waive our right to just compensation and donate the use of real property herein described to the City of Hattiesburg. *[Signature]* We further understand that we have the right to request that a fair market value appraisal of the property be made and we hereby waive that right.

The Grantee herein is given the right to do whatever may be necessary on property for the enjoyment of the rights herein granted, including ~~the~~ the right of ingress and egress and the right to clear said right-of-way so selected of such shrubs, trees and other vegetation as may be necessary. At no time during construction or maintenance of the drainage easement shall the Grantee reduce the area of the concrete parking lot.

WITNESS OUR SIGNATURES on this the 24th day of March, A.D., 2021.

[Signature]

Signature

3/24/21

Date

Signature

Date

Signature

Date

STATE OF MISSISSIPPI

COUNTY OF Forrest

Personally appeared before me, the undersigned authority in and for the said county and

state, on this 24th day of March, 2021, within my jurisdiction, thewithin named Russell D. Roberts

Instrument Signer Name

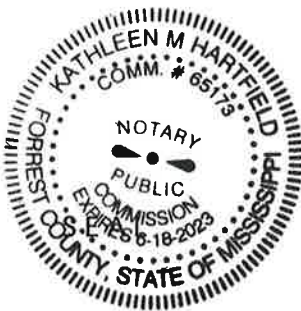
_____, and _____,

Instrument Signer Name

Instrument Signer Name

who acknowledged that they ^{he is} are manager of**R. D. ROBERTS PROPERTIES, LLC** and that in said representative capacity ^{he} they executed the

above and foregoing instrument, after first having been duly authorized so to do.

Kathleen M. Hartfield
NOTARY PUBLICMy commission expires 6/18/2023.





Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director, Ginger Lowrey, Planning Administrator

cc:

Date: Tuesday, April 6, 2021

Re: Approve and Authorize publication of a Request for Proposals for professional services, engaging the community and authoring plans for Commercial Overlay Corridor Districts focused along E Hardy Street, Hall Avenue, and the forthcoming rail overpass route.
File Number: 2021-278
Minute Book #

Summary

RFP for Planning services for the creation of Overlay Corridor Districts focused along E Hardy St and Hall Ave.

Recommendation Statement

I recommend considering this RFP to move this project forward.

Please place this on the April 6, 2021 City Council meeting for consideration.

Request for Proposals - Public Notice

Commercial Overlay Corridor Districts

Planners, architects, engineers and other related professionals are requested to submit a proposal to provide professional services to author Commercial Corridor Revitalization Plans for two of Hattiesburg's commercial corridors poised for redevelopment.

Overview

The City of Hattiesburg is requesting qualifications, pricing information, and availability of a consultant to author development regulations and design standards for two related commercial corridors. The development regulations should follow or expand upon standards for Corridor Districts as set forth in the City's Land Development Code. The City of Hattiesburg was recently awarded a series of funding and grants that will greatly impact existing and new corridors on the east side of the City connecting to the Leaf River. These include \$15.2 million dollar MDOT funding for the reconstruction of the Leaf River Bridge which connects East Hardy Street to Petal, MS. Hattiesburg also received \$13.22 million in funding from the Department of Transportation's Better Utilizing Investments to Leverage Development, or BUILD grant, which will fund the Hall Avenue West overpass over the Norfolk Southern line and \$5.39 million in federal funding from the DOT's Consolidated Rail Infrastructure and Safety Improvements, CRISI grant, for the construction of the Hall Avenue East overpass over the Canadian National rail line. These will greatly increase the connectivity of the eastern and central part of the City which is often obstructed by rail traffic. These currently separate commercial corridors will be directly connected through an established neighborhood byway along Gulfport Street. The combination of these projects, along with local efforts for revitalization of east Hattiesburg, sets up East Hardy Street and Hall Avenue for significant redevelopment opportunities. Both face unique challenges, including construction restrictions caused by Special Flood Hazard Areas and Local and National Historic districts. Hattiesburg seeks to implement overlay districts, as provided for in the Land Development Code Section 4.19.2, for these key corridors to spur development while supporting and enhancing quality of life of the surrounding neighborhoods.

Commercial Overlay Corridor District Plans

This project requests "Commercial Corridor Revitalization Plans" for two (2) separate but connected corridors to be adopted into the Land Development Code as Corridor District (CD) Overlay Districts. In order to enhance quality of life of the surrounding neighborhoods and spur development, the plans for corridor revitalization should consider a variety of key issues, including Special Hazard Flood Zones and Local Historic Districts, to frame the future of these neighborhoods and business corridors. Considerations include but are not limited to: existing conditions; feasibility of walkable, functional neighborhoods and mixed-use districts; redevelopment opportunities that support an economically viable and sustainable community; character and history; design guidelines; implementation language and robust public participation.

Outcome/Goal

The intended outcome of the project is to engage the public and work with the Planning Division staff to create land development tools and incentives that reflect the planning trends in the City's Comprehensive Plan 2008-2028 (more particularly, Chapter 4, Goals and Strategies for Land Use and Development) and to promote Smart Growth principles, mixed-use districts, urban design standards, economic revitalization and/or enhancement; protect and strengthen each corridor's desirable and unique history, character, and identity; address design challenges existing within Special Flood Hazard

Areas and Local Historic Districts; reduce conflicts caused by the introduction of incompatible land uses; stabilize and improve property values; promote more transportation options; and encourage safe, convenient, attractive, sustainable, healthy neighborhoods and districts.

Meeting / community input format

Responses should include proposed strategies for public engagement including area residents and business stakeholders at a minimum. Firm involvement should include at a minimum 1-2 presentations to Planning Commission, which may be virtual, and 1 in-person presentation to City Council.

Deliverables

The deliverables for this project are:

1. Overlay District development codes, including but not limited to setbacks and similar dimensional standards, use regulations, design guidelines, etc., in a format consistent with the adopted Land Development Code for two (2) commercial corridors:
 - a. East Hardy Street (between Williams Street and the Leaf River and including the Gulfport Street connection for Hall Avenue)
 - b. Hall Avenue (between West Pine Street, Including the overpass of the Norfolk Southern line and the Canadian National line, and a new intersection with Gulfport Street)
2. Digital/Electronic copies of all new databases, studies, and documents prepared for the completion of the final project
3. Professional, print-ready material in a standard word-processing program (In-Design preferred) in a format consistent with the Land Development Code
4. Professional-looking graphics consistent with the scope of services outlined in the RFP
5. Web-ready versions of any of the above
6. Deliverables formatted as Shapefile layers for GIS
7. All materials and sufficient copies for distribution and presentation to Planning Commission and City Council and all public engagement activities

Project Timeline and Budget:

The City prefers no more than a 12-month process that would begin on or about June 1, 2021. This timeframe would include public review of the final draft and the public hearing process to adopt the Overlay District Corridor Districts and changes to the Official Zoning Map. A final schedule will be mutually determined by the City and selected firm. This project is not funded in whole or in part by any federal or state grant monies.

Submittal Requirements:

Responses must conform to the requirements set forth in this RFP, and include as follows:

- Cover letter identifying all firms proposed for the team, including contact information, such as mailing address, email address and phone number;
- Project understanding;
- Statement of Qualifications: Team organization, including professional resumes and identification of the lead consultant and project manager, key personnel, and the roles and

responsibilities of all sub-consultants. Also designate who will be directly working with the City's Department of Urban Development staff;

- Statement of Relevant Work/Experience with referral contact information and links to published product(s).
- Project approach;
- Scope of Work; (*Important elements: Public participation plan; digital content for website*)
- Proposed deliverables;
- Proposed timeline, not to exceed 12 months from project initiation;
- Proposed project budget;
- Identify whether any team member firms are, or will become, a qualified DBE firm, and describe the percentage of the overall project that will be assigned/subcontracted to said DBEs.
- Clearly identify any term of proposal that may deviate from submitted requirements and the benefits thereof.

All proposals, exhibits, responses, attachments, reports, charts, schedules, maps, and illustrations shall become the property of the City of Hattiesburg upon receipt.

Selection Criteria Process:

All proposals received will be reviewed by designated City staff from the Department of Urban Development according to the selection criteria set forth in this RFQ.

The following criteria will be the basis on which responses will be considered (in no particular order):

<i>Evaluation Criteria</i>	<i>Weight</i>
<i>Demonstrated Capacity (Past performance of firm on similar projects, as well as project manager and other team members; availability of consultant team members; extent of other completed projects of similar scope and magnitude).</i>	<i>25</i>
<i>Experience and qualifications of personnel assigned to perform the services</i>	<i>20</i>
<i>Proposed Scope of Work and Deliverables (Understanding of the assignment; quality of response to proposed work program deliverables, and public/stakeholder engagement).</i>	<i>30</i>
<i>Communications (Organization/completeness of response; writing skills, as shown through referenced work examples).</i>	<i>10</i>
<i>Work Product Examples (Quality, appearance, presentation, and applicability of referenced work examples).</i>	<i>10</i>
<i>DBE participation commitment (weighted by commitment level to DBEs)</i>	<i>5</i>
<i>Total</i>	<i>100</i>

Questions:

The deadline to submit written questions for information and/or clarification is 3:00 PM on Thursday, April 29, 2021. Questions should be made in writing to planning@hattiesburgms.com. All written questions received by this deadline will be answered in writing, posted as an accompanying document on the City's website beside the publication of this RFP. Answers will be posted by close of business, May 3, 2021.

Submission:

Final sealed proposals must be received by the City of Hattiesburg office of the City Clerk no later than 10:00 a.m. (Central Standard Time) local time on **May 13, 2021**. Late proposals will not be accepted nor considered.

All proposals must be sealed and clearly marked with the Proposer's name and labeled with "RFP: EAST HARDY and HALL CORRIDOR DISTRICT PLANS". Proposers must allow sufficient lead-time to ensure receipt of their proposals by the time specified. The City of Hattiesburg will not be responsible for a carrier's failure to deliver. **Five (5) copies of the complete proposal response plus one (1) PDF version on a flash drive must be delivered to the following:**

Physical Address

Office of the City Clerk – 2nd Floor City Hall
City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

OR**Mailing Address**

Office of the City Clerk – 2nd Floor City Hall
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403-1898

Schedule of Activities

Please note that dates are subject to change based on City of Hattiesburg needs.

Item

RFP Issue Date

Deadline for Questions

Response in Writing, to Questions

Closing Date for Receipt of Proposals

Bid Openings

Discussions/Negotiations as Needed

Anticipated Notice to Proceed

Date

April 8, 2021

April 29, 2021

May 3, 2021

May 13, 2021, 10:00 am, CDT

May 13, 2021, 10:00 am, CDT

May 24, 2021

June 1, 2021

The City of Hattiesburg reserves the right to reject any or all Proposals, or any parts thereof, waive formalities, negotiate terms and conditions, and to select the consultant and service options that best meet the needs of the City of Hattiesburg. The project objective is to develop a corridor district covering two areas. It is expected that all vendors will be able to furnish satisfactory evidence that they have the ability, experience, and capital to enable them to complete this project.

PUBLIC NOTICE
REQUEST FOR PROPOSALS

The City of Hattiesburg is issuing a Request for Proposals for Commercial Overlay Corridor Districts from planners, architects, engineers and other related professionals for two corridors: East Hardy Street (between Williams Street and the Leaf River and including the Gulfport Street connection for Hall Avenue) and Hall Avenue (between West Pine Street, Including the overpass of the Norfolk Southern line and the Canadian National line, and a new intersection with Gulfport Street). The goal of these Commercial Overlay Corridor Districts is to enhance quality of life of the surrounding neighborhoods and spur development. The plans should consider key issues including Special Hazard Flood Zones and Local Historic Districts. Considerations include, but are not limited to: existing conditions; feasibility of walkable, functional neighborhoods and mixed-use districts; redevelopment opportunities that support an economically viable and sustainable community; character and history; design guidelines; implementation language and public participation. The intended outcome of the project is to adopt Commercial Overlay Corridor Districts into the existing Land Development Code to guide and encourage economic development in these key corridors.

Proposals are due no later than 10:00 a.m., Thursday, May 13, 2021. Any proposals received after this deadline may be returned to the offeror unopened. The City reserves the right to reject any and all proposals, and/or divide any project into sections. The full RFP can be found on the City of Hattiesburg's website at www.hattiesburgms.com/planning.

Inquiries and requests for proposal packets should be addressed to:
Dept. of Urban Development
City of Hattiesburg
P.O. Box 1898/200 Forrest Street
Hattiesburg, MS 39403-1898
601-545-4599
planning@hattiesburgms.com

PUBLISHED by the Order of the Council on the 6th
day of April, 2021.

CITY OF HATTIESBURG, MISSISSIPPI

BY: Kermas Eaton /s/
CITY CLERK

(SEAL)

Publish (1) in the Legal section: Thursday, April 8, 2021
Also Publish (1) in the Legal section of the Clarion Ledger as soon
thereafter as possible.

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



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director, Petra Wingo, Division Manager

cc:

Date: Tuesday, April 6, 2021

Re: Approve and Authorize publication of a Request for Proposals for architecture and design services related to the renovation of 1102 Dabbs Street into a neighborhood community center {CDBG}.
File Number: 2021-281
Minute Book #

Summary

Architecture/design services for the renovation of 1102 Dabbs Street from a church facility to a neighborhood community center.

Recommendation Statement

I recommend placing this item on the upcoming council agenda.

Please place this on the April 6, 2021 City Council meeting for consideration.

DABBS STREET ARCHITECTURAL SERVICES
REQUEST FOR PROPOSALS
Table of Contents

SECTION

I. CONDITIONS AND STIPULATIONS

II. SCOPE OF SERVICES

III. PROPOSAL DEVELOPMENT

IV. PROPOSAL EVALUATION

V. SUBMISSION OF PROPOSALS

Attachment 1

Understanding of RFP Procedures, Terms and Conditions

Attachment 2

Existing Floor Plan

Attachment 3

Conceptual Floor Plan

I: CONDITIONS AND STIPULATIONS

The City of Hattiesburg is seeking proposals from qualified architect/engineering firms to design and plan for the renovation of a city-owned facility and adjoining property (former church) into a multi-purposed community center based on floorplans already drafted, to prepare specifications for bidding, and to oversee all elements of construction administration.

As this project is being undertaken with Community Development Block Grant (CDBG) funding from the U.S. Department of Housing & Urban Development (HUD), the successful responder shall be responsible for ensuring compliance with all required federal provisions.

This Request for Proposal (RFP) describes the elements requested for inclusion in the proposal.

Proposals will include estimates of starting and completion timelines for major phases of the project.

Under the provisions of the Freedom of Information Act, all proposals, after opening, will become public information. Unless a specific note is made to the contrary in your proposal or a subsequent contract, we will assume that your proposal conforms to the City of Hattiesburg's specifications and an award to you will bind you to comply fully with all of the following General Conditions and Stipulations.

II: SCOPE OF SERVICES

The City of Hattiesburg is seeking proposals from qualified architect/engineering firms to design and plan for the renovation of a city-owned facility and adjoining property (former church) into a multi-purposed community center based on floorplans already drafted, to prepare specifications for bidding, and to oversee all elements of construction administration.

Scope of services are to include as a minimum those basic services found in the American Institute of Architects standard form documents B108, B101 or similar as well as additional services that relate to the design and construction of exterior features for parking, pedestrian access, and landscaping. In administering the construction phase, services shall include compliance with all federal clauses, which include but are not limited to Department of Labor and wage rate oversight and HUD Section 3.

The project site is 1102 Dabbs Street in Hattiesburg, including two adjacent vacant lots that are to be designed for parking and access. The City has identified a preferred floor plan and layout for the future uses of the space. While that plan is subject to change based on interaction with the selected respondent, it can be used for the purpose of understanding the intended purpose(s) of the facility. Available with this RFP is the preferred layout as well as a basic layout of the building as it currently exists.

Document accessibility and ownership:

All documents printed or electronically produced as part of this project shall be the property of the City of Hattiesburg. The City of Hattiesburg shall remain free to copy and edit any and all documents and presentation materials, electronic or otherwise.

III: PROPOSAL DEVELOPMENT

Required Contents of Proposal

The detailed requirements set forth in the **Proposal Format** are mandatory. Failure by any firm(s) to respond to a specific requirement may result in disqualification. The City reserves the right to accept or reject any or all proposals. Offerors are reminded that proposals will be considered exactly as submitted. Points of clarification will be solicited from proposers at the discretion of the City. Those proposals determined not to follow provisions of this RFP and the applicable law and/or regulations will not be processed.

All costs incurred by the proposer associated with RFP preparations and subsequent interviews and/or negotiations, which may or may not lead to execution of an agreement, shall be borne entirely and exclusively by the proposer.

The information and proposed budget for the firm selected for award will form the basis for negotiation of a contract. The City reserves the right to issue a contract without further negotiation using the data contained in the RFP. Failure of a prospective firm to accept this method of contract development will result in cancellation of the award. **Understanding of RFP Procedures, Terms and Conditions** of proposals form must be included in the proposal.

Pre-Proposal and Questions

Firms interested in submitting a proposal are invited, but are not required, to attend a pre-proposal site visit at **1102 Dabbs Street, Hattiesburg, MS at 10:00 a.m. on Monday, May 3, 2021** for a walk-through of the facility and grounds.

Questions or clarifications should be requested in writing to cdbg@hattiesburgms.com no later than 5:00 p.m. on May 3, 2021. Questions received in writing and at the pre-proposal walk-through will be answered in writing and posted to www.hattiesburgms.com/community-development no later than 5:00 p.m. on May 6, 2021. Questions may be combined or summarized in order to clearly answer.

Proposal Format

The proposal format requirements were developed to aid firms(s) in their proposal development. They also provide a structured format so reviewers can systematically evaluate several proposals. These directions apply to all proposals submitted. The purpose of the Proposal is to demonstrate the qualifications, service level, competence and capacity of the firms seeking to become a consultant of record for the City. The offeror's proposal should include a Technical Proposal which addresses all the points outlined here as required. Proposals should be held to no more than 20 pages in length; this is to include: resumes and inserts and be printed on standard 8.5" x 11" paper and be bound.

Transmittal Letter: A transmittal letter must be submitted with an offeror's proposal. The letter must include:

1. A statement of the firm's interest in the procurement and why it feels the company is best qualified to be selected.
2. The name of the person or persons authorized to make representations on behalf of the offeror, binding the firm to a contract.

Proposal Title Page: The Title Page must include:

1. The RFP "**DABBS STREET ARCHITECTURAL SERVICES**" subject.
2. Name of the firm responding, including mailing address, telephone number, **e-mail address**, and **contact person**.
3. Be labeled **Technical Proposal**.

Technical Proposal

A. Experience: Describe the consultant team's expertise in the areas of architecture and design and ability to facilitate civil/site design and other ancillary services as may be needed throughout the project.

B. Firm History and Project Management

Proposer is requested to include the following:

1. Brief overview of firm's history, primary line of business as well as specialty areas.
2. A description of the firm's principal business location and any other service locations, including the primary office that will service the City.
3. Expected communication responsibilities.
4. Discuss any impending changes in your organization that could impact the delivery of services.
5. Disclose any conflicts or perceived conflicts of interest as well as what procedures your firm utilizes to identify and resolve conflicts of interest.

C. Qualifications: Proposer is requested to provide a description of the proposed project team, staff qualifications, experience and credentials:

1. Describe similar projects successfully undertaken by your company.
2. Introduce team members to be involved by name with specific roles, qualifications, experience, present client load, and distribution of responsibilities.
3. State level of organizational responsibility of key project staff members.
4. Include certifications held by Proposer's personnel.
5. Indicate back-up support capability.
6. Indicate whether any member of the consultant team or subcontractor is or will be qualified as a DBE and describe the portion of the project that may be assigned or subcontracted to a DBE.

D. Scope of Services: Describe your recommended approach to this project. Include any services offered by your firm that may be above and beyond the Scope of Services indicated by the City.

E. References: Proposer is requested to provide a list of references with the RFP:

1. Provide the contact names and telephone numbers of three (3) references, preferably other municipalities, counties, or state agencies.

2. Include name of the client, address, telephone number, and name of main contact.

F. Timeline: Proposer is requested to describe the timeline of the project from design through construction completion identifying key milestones. Timeline should be reasonable and can assume that the City is prepared to move efficiently from one phase of the project to the next throughout.

G. Cost Information:

Without providing a quote, describe the typical basis for establishing cost on projects similar to this and describe any services or features about this particular project that could drive cost or may be elements about which to negotiate.

IV. PROPOSAL EVALUATION

Criteria

The Selection Committee will evaluate proposals based on the factors outlined below which shall be applied to all eligible, responsive proposals in selecting the successful offeror. Award of such a contract may be made without discussion with proposers after responses are received. Proposals should, therefore, be submitted on the most favorable terms. The City reserves the right to void the contract if the successful proposer cannot perform services specified by the proposer's response.

Proposal evaluation criteria will be grouped into percentage factors as follows:

1. Responsiveness and completeness of the written proposal with regard to RFP specifications and requirements (overall quality of submittal). **15%**
2. Firm experience and expertise, and demonstrated, proven successful experience in similar projects. **20%**
3. Qualifications, capacity, and availability of team members assigned to project. **30%**
4. Project approach and proposed timeline in satisfying the scope of services. **30%**
5. Disadvantaged Business Enterprise involvement or commitment level. **5%**

The relative merits of all proposals will be determined at the sole discretion of the Selection Committee. The successful candidate will be required to enter into a written agreement with the City of Hattiesburg. This agreement will last for the period of time it is estimated to complete this project. The City of Hattiesburg reserves the rights to retain all proposals submitted and use any idea in a proposal regardless of whether that proposal is selected. The City will choose the proposal(s) that best fits its needs.

V. SUBMISSION OF PROPOSALS

Final sealed proposals must be received by the City of Hattiesburg office of the City Clerk no later than 10:00 a.m. (Central Standard Time) local time on **May 13, 2021**. Late proposals will not be accepted nor considered.

All proposals must be sealed and clearly marked with the Proposer's name and labeled with the RFP# provided on the cover of this document and the name of the RFP, "DABBS STREET ARCHITECTURAL SERVICES". Proposers must allow sufficient lead-time to ensure receipt of their proposals by the time specified. The City of Hattiesburg will not be responsible for a carrier's failure to deliver. **Five (5) copies of the complete proposal response plus one (1) PDF version on a flash drive must be delivered to the following:**

Physical Address

Office of the City Clerk – 2nd Floor City Hall
City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

Or

Mailing Address

Office of the City Clerk – 2nd Floor City Hall
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403-1898

Schedule of Activities

Please note that dates are subject to change based on City of Hattiesburg needs.

<u>Item</u>	<u>Date</u>
RFP Issue Date	April 6, 2021
Pre-Proposal On-Site Walk-Through	May 3, 2021, 10:00 am, CDT
Deadline for Questions/Clarification Requests	May 3, 2021
Response in Writing, to Questions	May 6, 2021
Closing Date for Receipt of Proposals	May 13, 2021, 10:00 am, CDT
Bid Openings	May 13, 2021, 10:00 am, CDT
Discussions/Negotiations, if needed (approximate)	May 24, 2021
Anticipated Notice to Proceed	June 8, 2021

The City of Hattiesburg reserves the right to reject any or all Proposals, or any parts thereof, waive formalities, negotiate terms and conditions, and to select the consultant and service options that best meet the needs of the City of Hattiesburg. It is expected that all responders will be able to furnish satisfactory evidence that they have the ability, experience, and capital to enable them to complete this project.

Attachment 1

Understanding of RFP Procedures, Terms and Conditions

(To be returned with proposal submission)

Invitation to Submit Proposals

City of Hattiesburg, Mississippi

I acknowledge I have read and understand all procedures and requirements of the above referenced RFP and have complied fully with the general terms and conditions outlined in the RFP.

Contractor: _____

Representative's Signature: _____

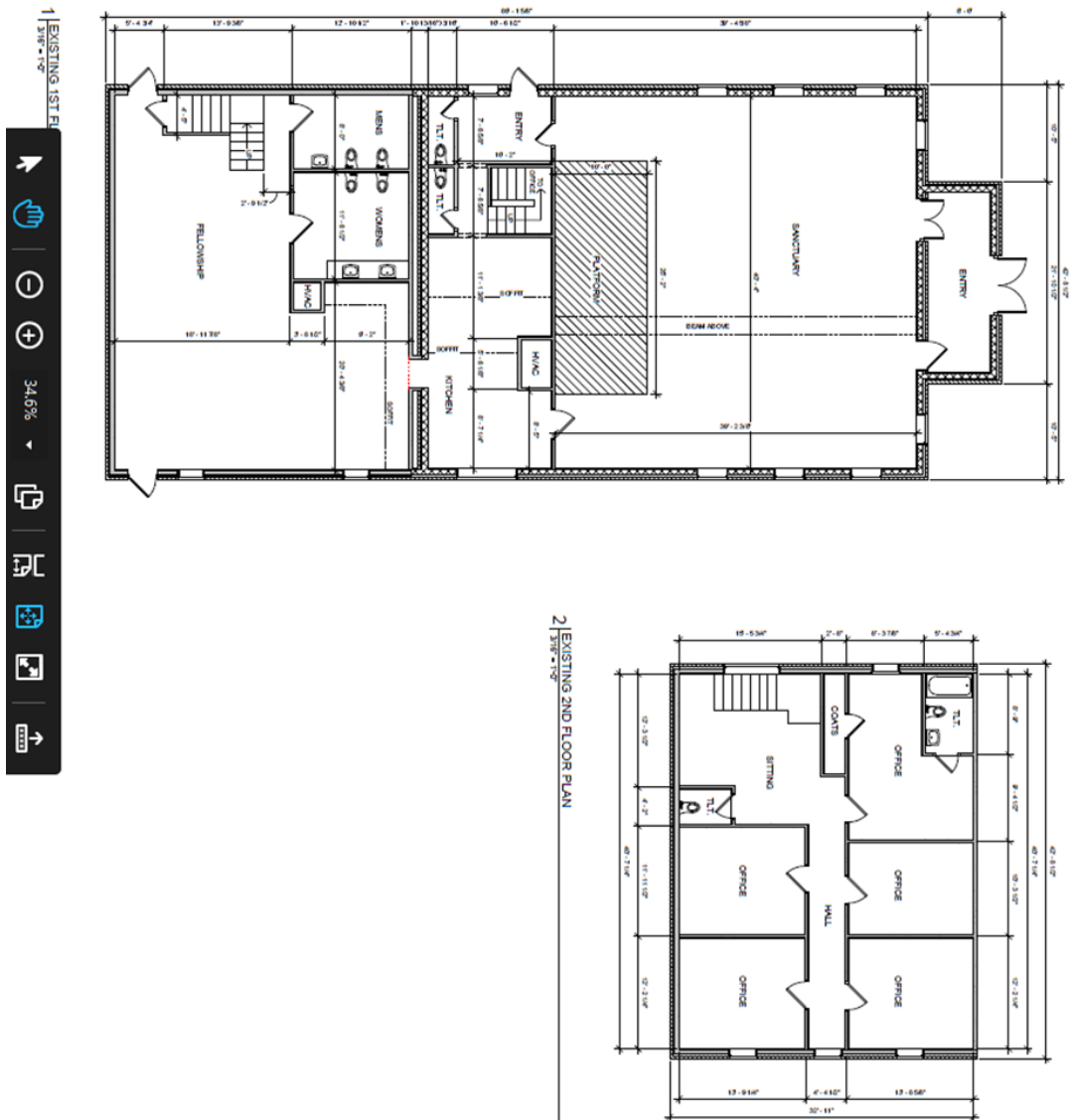
Representative's Printed Name: _____

Date: _____

Attachment 2

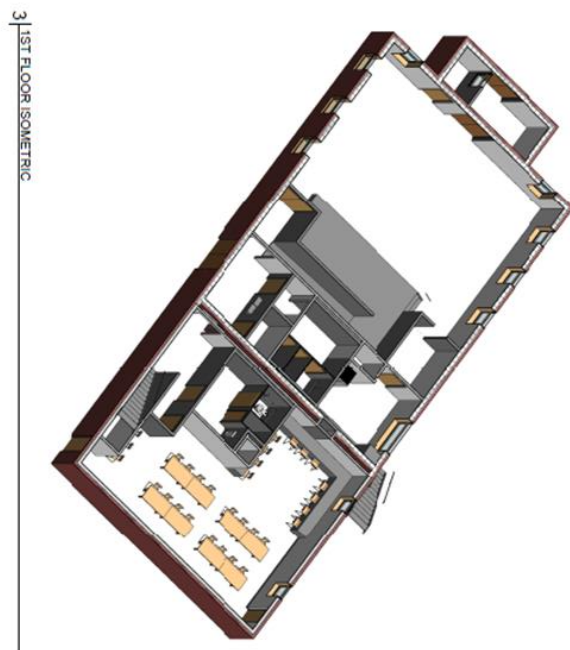
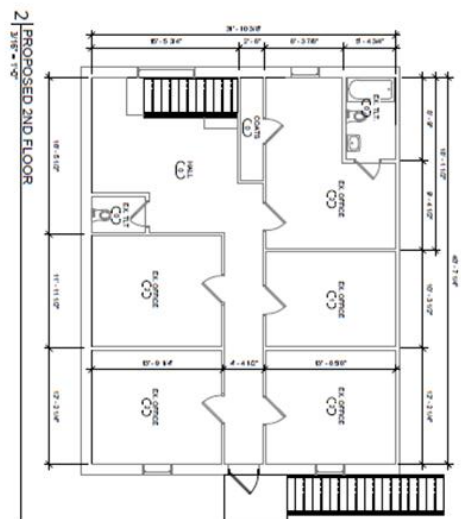
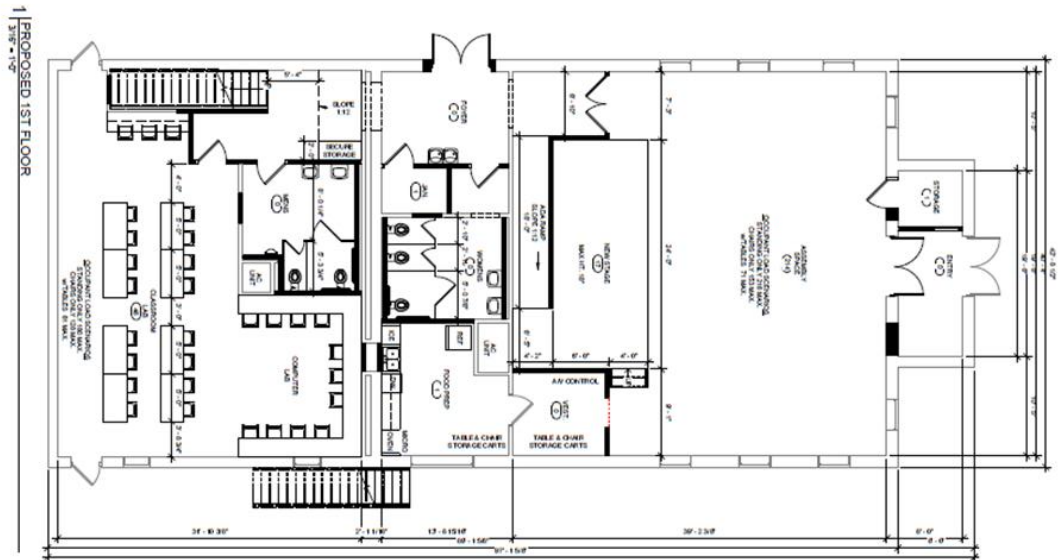
Existing Floor Plan

(drawing is approximate)



Attachment 3

Conceptual Floor Plan



TO The Hattiesburg Post: Publish on April 8th, as a legal ad and furnish City of Hattiesburg with Two (2) Proofs of Publication.

**Request for Proposals
PUBLIC NOTICE**

Dabbs Street Architectural Services

RELEASE DATE: April 6, 2021

Architects, engineers, or other related professionals are requested to submit a proposal to provide professional architectural/engineering services and construction administration services for the renovation of a city-owned facility. The city has acquired a church building of approximately 5,350 square feet (with approximately 75% on the ground floor) for the purpose of renovation into a multi-purposed community center. The project also includes the acquisition of two adjacent lots, and these services will include the design/engineering work for associated parking.

The deadline for Bidders to submit written questions for information and/or clarification is **3:00 PM on Thursday, April 29, 2021**. All written questions received by this deadline will be answered in writing according to the instructions in the RFP.

The deadline for receipt of all submittals is **10:00 A.M. on Thursday, May 13, 2019**.

The Request for Proposals can be found www.hattiesburg.ms.com. Questions regarding the project should be submitted to Petra Wingo, Community Development Division Manager, at pwingo@hattiesburgms.com. Questions and answers will be posted periodically at this website per the instructions in the RFP. Interested professionals should deliver five copies of proposals and one PDF version on a USM flash drive 10:00 a.m. on May 13, 2021 to:

Physical Address:

Office of the City Clerk
City of Hattiesburg
Attn: Cecilia Jones
Hattiesburg, Mississippi 39401

Mailing Address:

Office of the City Clerk
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39401

PUBLISHED by Order of the Council on this the 6th day of APRIL , 2021

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

(S E A L)



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, April 6, 2021

Re: Approve Plans and Specifications for the Water Plant #1 Rehabilitation Phase 1 project and authorize advertisement for bids for same.
File Number: 2021-299
Minute Book #

Summary

Approve Plans and Specifications for the Water Plant #1 Rehabilitation Phase 1 project and authorize advertisement for bids for same.

Recommendation Statement

I recommend approval of this item.

Please place this on the April 6, 2021 City Council meeting for consideration.

ADVERTISEMENT FOR BIDS

NOTICE is hereby given that the City Clerk of the **City of Hattiesburg**, Mississippi, will receive sealed bids until **10:00 A.M. on May 13th, 2021** in City Council Chambers at City Hall, 200 Forrest Street, Hattiesburg, MS 39401, and then at said location will open and read aloud bids received for furnishing the City's requirements for the following:

WATER PLANT #1 REHABILITATION PHASE 1

Official bid documents can be purchased from www.sd-wprojects.com. Electronic bids can be submitted at www.sd-wprojects.com. For any questions relating to the electronic bidding process, please call Plan House at 662-407-0193. All bids must be accompanied by bid security equal to 5% of the amount of the bid, in the form of a certified check, cashier's check or a bid bond written by a company properly licensed in Mississippi.

Each BID must be received sealed and marked EXACTLY as follows:

BID: WATER PLANT #1 REHABILITATION PHASE 1

The PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS may be examined at the following locations:

1. City Clerk's Office, City Hall, 200 Forrest Street, Hattiesburg, MS 39401
2. MSDH/DWSRF 570 E Woodrow Wilson Jackson MS (Call Anna Yamat 601-576-7518.
3. Shows, Dearman & Waits, Inc., 301 Second Avenue, Hattiesburg, MS 39401

The BID SCHEDULE may be examined at the following locations:

- A. Mississippi Procurement Technical Assistance Program (MPTAP)
Mississippi Development Authority, Minority & Small Business Development
Woolfolk Building
501 North West Street, Suite B 01, Jackson, MS
Contact: Carlyn McGee, 601-359-3448
- B. South MS Contract Procurement Center (SMCPC)
1636 Popp's Ferry Road, Suite 203, Biloxi, MS 39532
Contact: Brianna Ladner, 228-396-1288

Minority and women's business enterprises are solicited to bid on this contract as prime contractors and are encouraged to make inquiries regarding potential subcontracting

opportunities and equipment, material and/or supply needs.

This contract is funded in whole or in part by funds from the Consolidated Appropriations Act of 214 (H.R. 3547); therefore, this project must comply with the American Iron and Steel requirements of the Act.

Any contract or contracts awarded under this invitation for bids are expected to be funded in whole or in part by anticipated funds from the Drinking Water System Improvements Revolving Loan Fund (DWSIRLF) Loan Program from the State of Mississippi. Neither the State of Mississippi, the Local Governments and Rural Water System Improvements Board, nor any of their employees is or will be a party to this invitation for bids or any resulting or related contracts. This procurement will be subject to all applicable sections of the Mississippi Code of 1972, Annotated, as they apply to local governments, in accordance with Appendix D of the DWSIRLF Program Regulations.

PUBLISHED by Order of the Council on the 6th day of April A.D., 2021.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
Kermas Eaton, City Clerk

Publish on April 14th and April 21st, 2021.

City of Hattiesburg

Return PROOF to City Clerk's office

PO Box 1898

Hattiesburg, MS 39403

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PUBLIC UTILITIES

CABLE
COMCAST
2100 LINCOLN ROAD
HATTIESBURG, MS 39402
(601) 264-1188

POWER
MISSISSIPPI POWER, CO.
6356 U.S. HIGHWAY 49
HATTIESBURG, MS 39401
(601) 544-6511

TELEPHONE
AT&T
P.O. BOX 1191
HATTIESBURG, MS 39401
(601) 545-6424

WATER
CITY OF HATTIESBURG
WATER & SEWER DEPT.
900 JAMES STREET
HATTIESBURG, MS 39403
(601) 545-4530

GAS
SPIRE, Inc
315 N. MAIN ST.
HATTIESBURG, MS 39401
(601) 544-6001

SEWER
CITY OF HATTIESBURG
WATER & SEWER DEPT.
900 JAMES STREET
HATTIESBURG, MS 39403
(601) 545-4530

CONSTRUCTION PLANS

FOR

WATER PLANT #1
REHABILITATION
PHASE 1

FOR THE

CITY OF HATTIESBURG

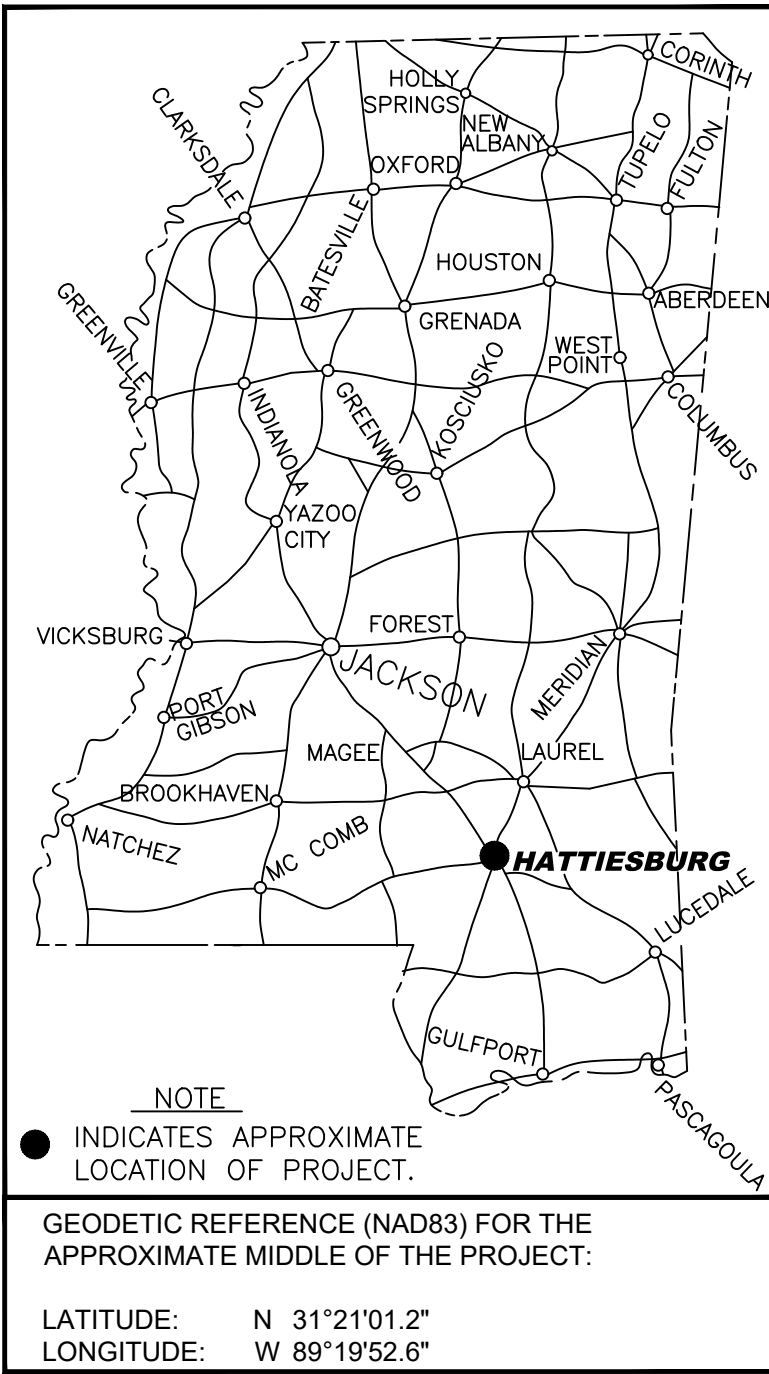
FORREST COUNTY
MISSISSIPPI



Know what's below.
Call before you dig.

SPECIAL UTILITY NOTES:

- UTILITY LOCATION REQUESTS WERE SUBMITTED TO MISSISSIPPI 811 (FORMERLY MISSISSIPPI ONE CALL) DURING THE FIELD DATA COLLECTION PHASE FOR THE DESIGN OF THIS PROJECT. ALL UTILITIES THAT LOCATED DURING THE FIELD DATA COLLECTION ARE SHOWN ON THESE PLANS. ALL CONFLICTS WITH EXISTING UTILITIES ENCOUNTERED DURING CONSTRUCTION SHALL BE COORDINATED WITH THE UTILITY OWNER, THE ENGINEER AND THE PROJECT OWNER PRIOR TO INSTALLATION OF THE PROPOSED WATER SYSTEM. (NO SEPARATE PAY FOR COORDINATION)
- THE CONTRACTOR SHALL DOCUMENT THE EXISTENCE OF ANY MISSING AND/OR OVERLAPPING UNDERGROUND UTILITIES AND STORM DRAINAGE NOT SHOWN ON THESE CONSTRUCTION DRAWINGS.



DETAILED INDEX

SHEET No.	WRK No.	DESCRIPTION
1	CVR-1	COVER SHEET
2	VM-1	VICINITY MAP
3	GN-1	GENERAL NOTES
4	SP-1	SITE PLAN
5	FS-1	FLOW SCHEMATIC
6	AR30-1	1930's AERATOR ROOFING
7	AP90-1	1990's AERATOR
7A	AM90-2	1990's AERATOR MECHANICAL
8	ERM-1	EXISTING RAPID MIX TANK DEMO
8A	PRM-1	PROPOSED RAPID MIX TANK
8B	PRM-2	PROPOSED RAPID MIX TANK
8C	PRM-3	PROPOSED RAPID MIX TANK
9	MBR-1	MAIN BUILDING REHABILITATION
9A	MFR-1	MAIN BUILDING FILTERS REHABILITATION
9B	MPS-1	PUMP STATION REHABILITATION
9C	MPS-2	PUMP STATION REHABILITATION
9D	MRF-1	MAIN BUILDING ROOFING
10	CB-1	CHEMICAL BUILDING
10A	CB-2	CHEMICAL BUILDING ROOFING PLAN
11	LP-1	LOWER PLANT ROOFING
12	PL-1	PIPING LAYOUT



MAYOR

Toby Barker

COUNCIL PERSONS

Carter Carroll, President
Mary Dryden, Vice President
Jeffery George
Deborah Denard Delgado
Nicholas Brown

DIRECTOR OF ENGINEERING

Lamar Rutland, PE

PREPARED BY:



Engineering Progress

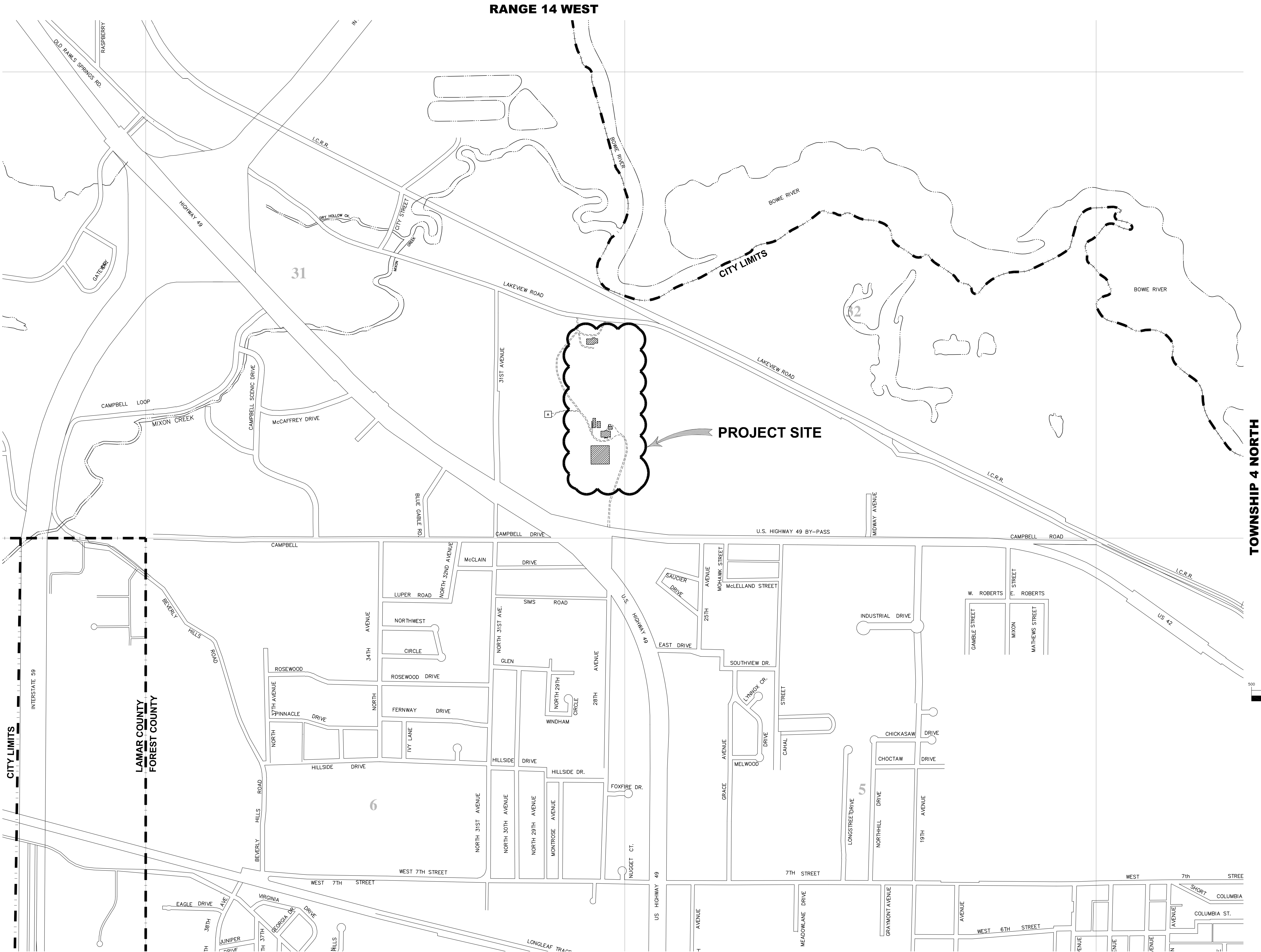
Working No. CVR-1
Sheet No. 1
Drawing No.: 1273-W015

NOVEMBER 2020

NO.	DATE	DESCRIPTION	BY

301 Second Avenue North, Hattiesburg, MS 39401-5401, (601) 544-6001, Fax: (601) 544-6001, Email: info@sdw.com

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GENERAL NOTES

1.

CONTINUED AND UNINTERRUPTED OPERATION OF THE WATER TREATMENT PLANT IS OF PRIMARY CONCERN. CLOSE COORDINATION WITH THE DEPARTMENT OF PUBLIC WORKS AND THE PLANT SUPERINTENDENT IS REQUIRED. WORK THAT REQUIRES UNIT PROCESSES OF THE PLANT TO BE TAKEN OUT OF SERVICE SHALL BE SCHEDULED AT THE CONVENIENCE OF THE PLANT SUPERINTENDENT. THE OWNER RESERVES THE RIGHT TO STOP ANY WORK, WITHOUT PRIOR NOTICE, THAT AFFECTS THE OPERATIONS OR CAPACITY OF THE PLANT TO MEET WATER DEMAND. THE CONTRACTOR SHALL STOP AND RESUME WORK WITHOUT ADDITIONAL COMPENSATION.
2.

EXISTING WATER MAINS, STORM SEWER, SANITARY SEWERS, TELEPHONE CABLES, GAS MAINS, ELECTRICAL CONDUITS AND OTHER UTILITIES ARE SHOWN FOR CONTRACTOR'S INFORMATION ONLY. LOCATION OF UTILITIES MAY VARY FROM THAT SHOWN ON CONTRACT DRAWINGS. CONTRACTOR SHALL ASSUME ALL RESPONSIBILITY FOR LOCATING AND PROTECTING ALL UTILITIES INCLUDING ANY NOT SHOWN ON CONSTRUCTION PLANS.
3.

CONTRACTOR SHALL RESTORE ALL AREAS DAMAGED OR DISTURBED DURING CONSTRUCTION TO THEIR ORIGINAL CONDITION.
4.

WRITTEN DIMENSIONS AND ELEVATIONS SHALL GOVERN OVER SCALED DIMENSIONS AND ELEVATIONS.
5.

DUST CONTROL IS A PRIMARY CONCERN. DAILY DUST CONTROL MEASURES ARE REQUIRED. THE CONTRACTOR MUST PURCHASE WATER IF HE USES CITY OF HATTIESBURG WATER.
6.

DAILY CLEANUP OF MATERIALS AND SUPPLIES IS REQUIRED. THE JOB SITE SHALL BE MAINTAINED IN A NEAT AND ORDERLY FASHION.
7.

THE CONTRACTOR MUST FURNISH ELECTRICAL POWER, GAS SERVICE OR WATER SERVICE FOR HIS USE AT HIS EXPENSE. WATER FOR TESTING SHALL BE FURNISHED BY THE CONTRACTOR AT HIS EXPENSE.
8.

CONTRACTOR SHALL FIELD VERIFY ALL ELEVATIONS AND DIMENSIONS SHOWN BEFORE SUBMISSION OF SHOP DRAWINGS. ANY DISCREPANCY SHALL BE REPORTED TO THE ENGINEER.
9.

ALL ELEVATIONS ARE BASED ON PLANT DATUM.
10.

UNLESS OTHERWISE NOTED, ALL UNISTRUT CHANNELS SHALL BE ELECTROPLATED WITH ZINC.
11.

UNLESS OTHERWISE NOTED, ALL PIPE TAPS SHALL BE FORD F800 CORPORATION STOPS, THE SAME SIZE AS THE LINE TO BE CONNECTED.
12.

UNLESS OTHERWISE NOTED, ALL PIPE CLAMPS AND PIPE ANCHORS SHALL BE TYPE 304 STAINLESS STEEL.
13.

ALL EQUIPMENT, SYSTEMS AND SUBSYSTEMS SHALL BE COMPLETE WITH ALL NECESSARY ACCESSORIES AND APPURTENANCES REQUIRED FOR A PROPER OPERATING SYSTEM, EVEN THOUGH NOT HEREIN SPECIFIED.
14.

COMMON EXCAVATION WILL NOT BE INCLUDED AS A SEPARATE PAY ITEM. COST OF EXCAVATION REQUIRED FOR THE INSTALLATION OF ANY ITEM WILL BE INCLUDED IN THE BID PRICE OF THE RESPECTIVE ITEM.
15.

PIPE INSULATION SHALL BE 1 1/2-INCH THICK AS APPROVED BY THE ENGINEER. ALL ABOVE GROUND PIPE SHALL BE INSULATED WHETHER IN HEATED AREAS OR NOT. THIS INCLUDES PIPE INSIDE OR OUTSIDE OF BUILDINGS OR STRUCTURES. INSULATION SHALL BE COLOR CODED AND LABELED THE SAME AS THE PIPE.
16.

ALL BURIED DUCTILE IRON PIPE SHALL HAVE A POLYETHYLENE FILM WRAP.
17.

PIPE SUPPORTS, HANGERS AND BRACKETS SHALL BE PROVIDED ON FIVE FOOT CENTERS (MAXIMUM) AND ADJACENT TO UNIONS AND FITTINGS AND ON BOTH SIDES OF VALVES UNLESS OTHERWISE NOTED ON THE DRAWINGS.
18.

ALL EXPANSION JOINTS SHALL BE CONSTRUCTED AT THE LOCATION AND IN ACCORDANCE WITH THE CONTRACT DRAWINGS. JOINTS SHALL BE ASPHALT IMPREGNATED FIBERBOARD OF THE SIZE AND SHAPE SHOWN ON THE CONTRACT DRAWINGS. THE TOP OF FILLED JOINTS SHALL BE SEALED WITH HOT POURED ASPHALT JOINT SEALANT.
- A.

PREMOLDED ASPHALT IMPREGNATED FIBER BOARD SHALL MEET AASHTO STANDARD SPECIFICATION M153 FOR (NON-EXTRUSION AND RESILIENT TYPES).

- B.

JOINT SEALANT FOR TOP OF FILLED JOINTS SHALL BE SEALED WITH HOT POURED ELASTIC TYPE BLOWN ASPHALT CEMENT (FROM MDOT APL) CONFORMING TO ASTM SPECIFICATION D 6690 OR HOT POURED RUBBER ASPHALT SEALER MEETING THE REQUIREMENTS OF ASTM D6690 AND SUBSEQUENT REVISIONS.
19.

ALL PIPE INSTALLED SHALL BE COLOR CODED AND LABELED IN ACCORDANCE WITH THE "TEN STATES STANDARD".
20.

ALL NEW AND EXISTING PIPING AND VALVES IN THE FILTER PIPE GALLERY SHALL BE CLEANED TO SSPC-SP3 AND COLOR CODED AND LABELED IN ACCORDANCE WITH THE "TEN STATES STANDARD".
21.

ALL PVC PIPE INSTALLED UNDERGROUND SHALL INCLUDE MAGNETIC LOCATOR BURY TAPE.
22.

CONCRETE SHALL HAVE A MINIMUM COMPRESSION STRENGTH AT 28 DAYS OF 3,000 PSI.
23.

REINFORCING BARS SHALL CONFORM TO ASTM A615, GRADE 60.
24.

ALL JOINT EDGES AND EXTERNAL CORNERS OF CONCRETE PERMANENTLY EXPOSED TO VIEW SHALL BE CHAMFERED 3/4-INCH.
25.

EXPOSED CONCRETE SURFACES SHALL HAVE THE FOLLOWING FINISHES:

A.

EXPOSED COLUMNS AND WALLS – RUBBED FINISH

B.

RAMP – FLOAT AND BROOM FINISHED

C.

SLAB – FLOAT AND BROOM FINISH
26.

ALL STRUCTURAL STEEL SHALL MEET REQUIREMENTS OF ASTM A-36.
27.

PIPING IS SHOWN IN A SCHEMATIC WAY ONLY. IT IS THE CONTRACTORS RESPONSIBILITY TO PROVIDE ALL PIPE AND FITTINGS REQUIRED FOR A COMPLETE AND OPERABLE INSTALLATION.
28.

ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH ALL LOCAL, STATE AND FEDERAL CODES.
29.

THE CONTRACTOR SHALL KEEP A SET OF BLUE LINE PRINTS OF THE PROJECT ON THE JOB SITE SHOWING THE ACCURATE MEASUREMENTS AND ELEVATIONS OF THE "AS-BUILT" SYSTEM. THIS DATA SHALL BE COLLECTED AND PUT ON THE DRAWINGS DAILY. DATA SHALL INCLUDE THE LOCATION, SIZE AND TYPE OF ALL EXISTING AND INSTALLED WATER LINES, WATER VALVES, FIRE HYDRANTS AND WATER METERS. FINAL COMPLETION OF THE PROJECT SHALL BE DEPENDANT ON THE SUBMISSION AND APPROVAL OF SAID AS BUILT PLANS.
30.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLETING THE ENTIRE PROJECT.
31.

CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CITY OF HATTIESBURG FEES AND PERMITS ASSOCIATED WITH CONSTRUCTION.
32.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CONSTRUCTION STAKING AND THE LOCATION OF THE PROJECT. CONTROL COORDINATE SYSTEM AND ELEVATION CONTROL WILL BE PROVIDED BY THE ENGINEER.
33.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR HIS OWN SUB-SURFACE SOIL INVESTIGATIONS.
34.

THE CONTRACTOR IS RESPONSIBLE FOR THE LOCATION AND PROTECTION OF ALL UTILITIES WITHIN THE WORK AREA.
35.

ALL UNDERGROUND UTILITIES, FOR THE ENTIRE PROJECT, SHALL BE LOCATED BY THE CONTRACTOR AND UTILITY OWNERS PRIOR TO THE CONSTRUCTION OF THE PROJECT. ANY CONFLICTS SHALL BE COORDINATED BETWEEN CONTRACTOR, UTILITY OWNER AND ENGINEER.
36.

MAINTENANCE OF TRAFFIC SHALL BE IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (LATEST EDITION).
37.

ANY DAMAGE TO PAVED ROADS OR DRIVEWAYS, WHICH ARE OUTSIDE OF THE PROJECT LIMITS, SHALL BE REPAIRED IN KIND, AT THE CONTRACTOR'S EXPENSE.
39.

THE CONTRACTOR SHALL HAVE A COMPETENT AND EXPERIENCED SUPERINTENDENT ON SITE AT ALL TIMES. THE SUPERINTENDENT SHALL NOT OPERATE EQUIPMENT WHILE ON THE PROJECT SITE. WORK ON THE PROJECT SHALL STOP IF THE ASSIGNED PROJECT SUPERINTENDENT IS NOT ON SITE.

40.

NO PIPE SHALL BE LAID IN THE PRESENCE OF WATER.
41.

WHERE A 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.
42.

ALL WATER PIPE SHALL BE DUCTILE IRON, CLASS 350.
43.

ALL FITTINGS AND VALVES SHALL BE DUCTILE IRON WITH CONCRETE THRUST BLOCK AT ALL BENDS AND RODDED TOGETHER WITH ALL THREAD ROD. ALL TEES AND VALVES SHALL BE RODDED TOGETHER AS ONE UNIT. VALVES AND FIRE HYDRANTS SHALL BE RODDED TOGETHER BUT SEPARATE FROM THE TEE AND OTHER VALVES. ALL FITTINGS, EXCEPT VALVES SHALL BE ABSORBED ITEMS.
44.

ALL BENDS SHOWN IN THE PROPOSED WATERLINE SHALL BE ACCOMPLISHED THROUGH THE USE OF THE REQUIRED FITTINGS (22.5', 30', 45'.). SINGLE 90' BEND FITTINGS SHALL NOT BE PERMITTED UNLESS SPECIFICALLY NOTED ON THE PLANS AND/OR APPROVED BY THE ENGINEER. 90' BENDS SHALL BE ACCOMPLISHED BY USING MULTIPLE SMALLER BEND FITTINGS. BENDS SHOWN ON THE PLAN SHEETS SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO BIDDING AND CONSTRUCTION. ONLY MAJOR BENDS ARE SHOWN ON THE PLANS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL FITTINGS NECESSARY TO INSTALL THE PROPOSED WATER LINE. (NO SEPARATE PAY) TEES AND CROSSES SHALL BE PAID FOR UNDER THE CONNECTION ITEM.
45.

ALL VALVES NOTED ON THESE PLANS SHALL BE GATE VALVES.
46.

ALL MATERIALS FOR THE PROJECT SHALL BE A PRODUCT OF THE U.S.A.
47.

PRESSURE TESTS WILL BE REQUIRED ON ALL WATER MAIN INSTALLED.
48.

ALL NEW CONSTRUCTION TO BE FLUSHED WITH CLOSE SUPERVISION OF THE SYSTEM OPERATOR.
49.

ALL BACTI-SAMPLES SHALL BE TAKEN BY THE SYSTEM OPERATOR OR HIS REPRESENTATIVES. ANY AND ALL SAMPLING FEES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
50.

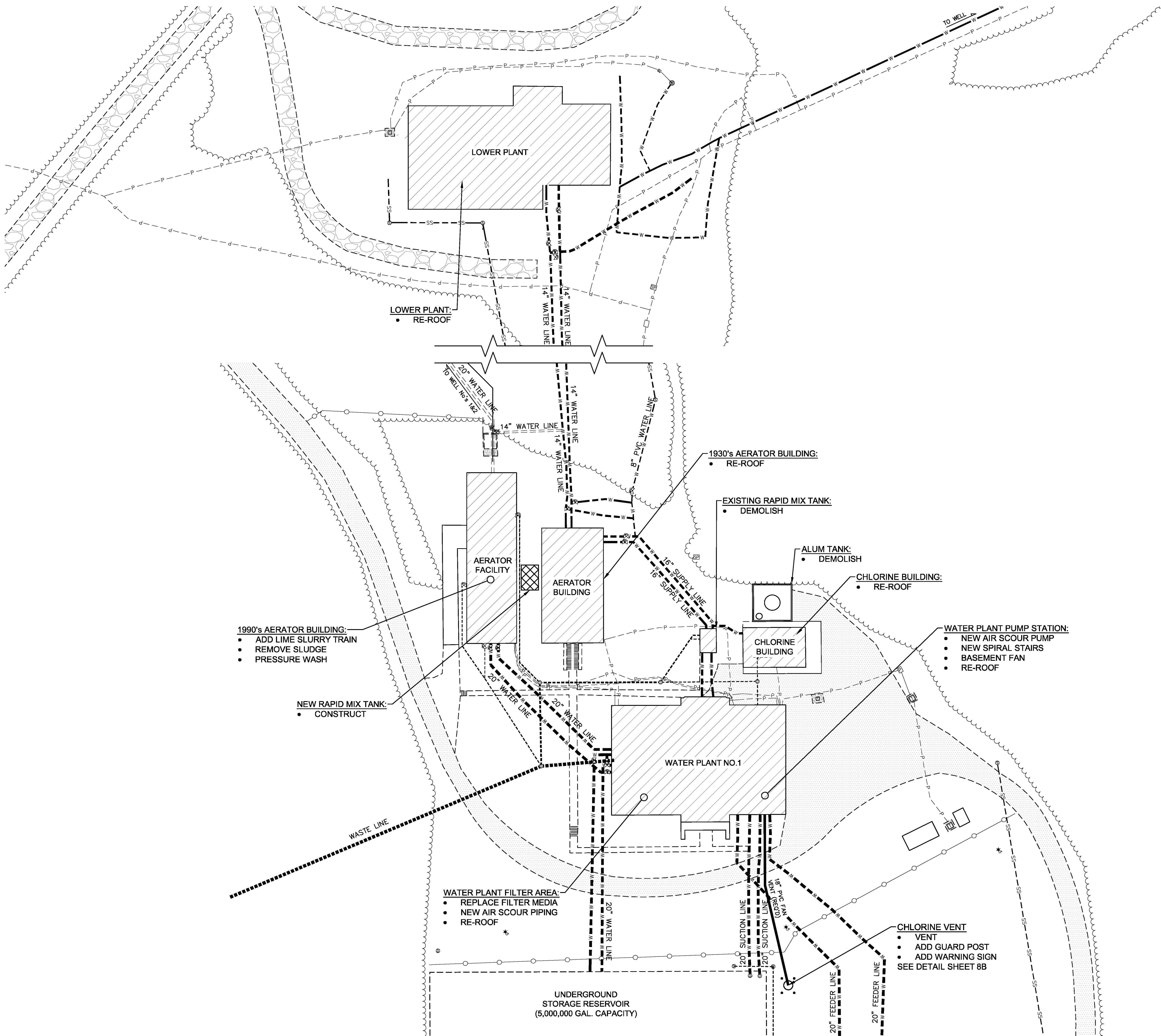
ALL ITEMS NOTED FOR REMOVAL IN THESE PLANS, SHALL BE SALVAGED FOR THE OWNER. ALL FIRE HYDRANTS AND VALVES REMOVED FROM THE PROJECT SHALL BE CLEANED BY POWER WASHING. SAID ITEMS SHALL BE STACKED AND SECURED ON PALLETS. SAID ITEMS SHALL BECOME THE PROPERTY OF THE OWNER AND DELIVERED TO A SITE DETERMINED BY THE OWNER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SECURITY OF SAID ITEMS PRIOR TO DELIVERY TO THE OWNER AND FOR REPLACEMENT IN KIND FOR ANY MISSING ITEMS. (NO SEPARATE PAY)

TEN STATES STANDARD COLOR CODES:

USE OF PIPE	COLOR OF PIPE
Water Lines:	
Raw water	Olive Green
Settled or clarified water	Aqua
Finished or potable water	Dark Blue
Chemical Lines:	
Alum or primary coagulant	Orange
Ammonia	White
Carbon slurry	Black
Caustic	Yellow w/ green band
Chlorine gas or solution	Yellow
Fluoride	Light blue w/ red band
Lime slurry	Light green
Ozone	Yellow w/ orange band
Phosphate compounds	Light green w/ red band
Polymers or coagulant aids	Orange w/ green band
Potassium permanganate	Violet
Soda ash	Light green w/ orange band
Sulfuric Acid	Yellow w/ red band
Sulfur Dioxide	Light green w/ yellow band
Waste Lines:	
Backwash waste	Light Brown
Sludge	Dark Brown
Sewer (sanitary or other)	Dark Gray
Other Lines:	
Compressed Air	Dark Green
Gas	Red
Other Pipes	Light Gray

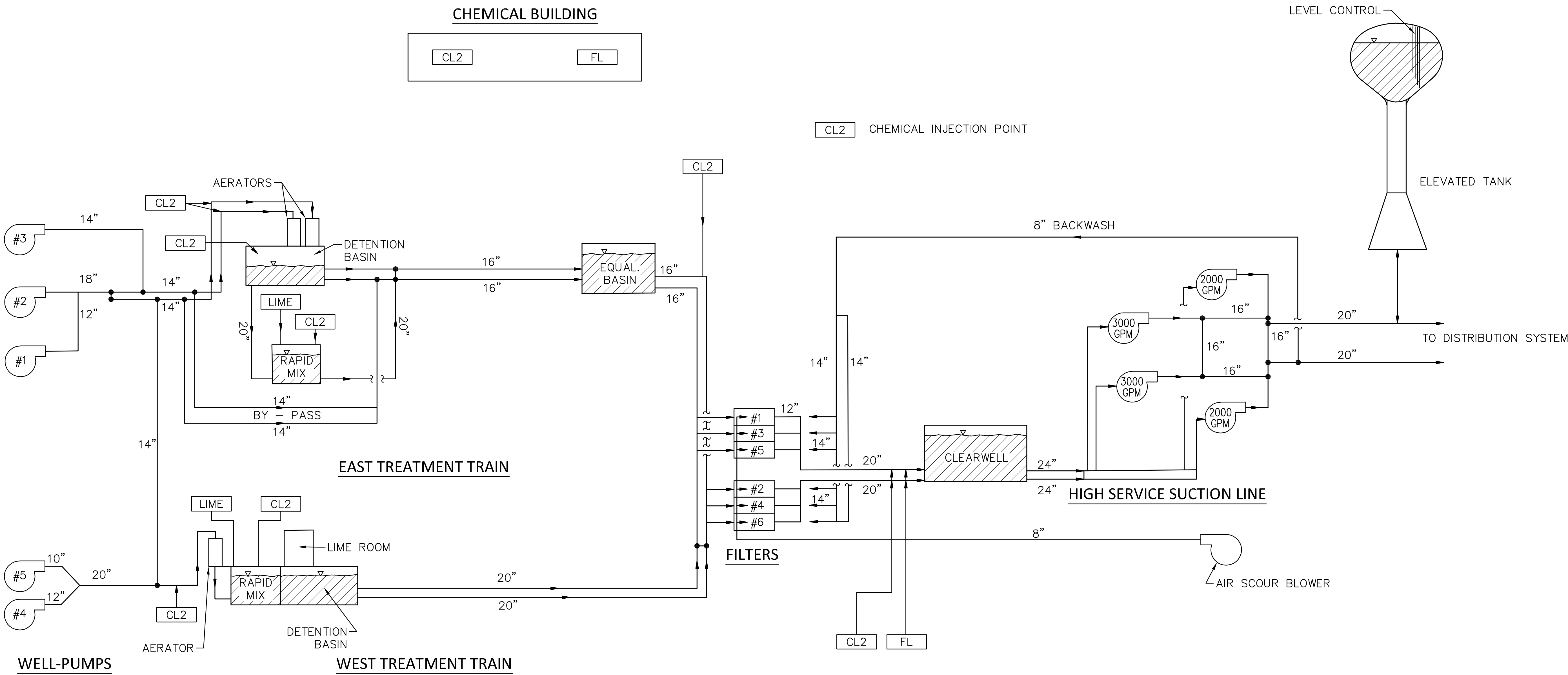
NO.	DATE	DESCRIPTION	BY
GENERAL NOTES			
WATER PLANT #1 REHAB. PHASE 1			
CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			
sdw Engineering Progress 301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 (f) 601.544.0501 sd-w.com			
Drawn by: RES/BAK		Checked by: NMC	Scale: NONE
Date: 09-23-2020		Working No. GN-1	
Drawing No.: 1273-W015		Sheet No. 3	

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- SYMBOL LEGEND:**
- ELECTRICAL PANEL/BOX (ABANDONED)
 - ELECTRICAL PANEL/BOX
 - FENCE
 - LIGHT ON POLE
 - STORM DRAIN MANHOLE
 - UTILITY LINES (UNDERGROUND)
 - WATER LINE (EXIST)
 - WATER VALVE
 - POWER TRANSFORMER
 - DRAIN LINES (UNDERGROUND)

NO.	DATE	DESCRIPTION	BY
SITE PLAN			
WATER PLANT #1 REHAB. PHASE 1			
CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			
sdw Engineering Progress 301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 (f) 601.544.0501 sd-w.com			
Drawn by: RES/BAK		Checked by: NMC	Scale: 1" = 30'
Date: 09-23-2020		Working No. SP-1	
Drawing No.: 1273-W015		Sheet No. 4	



NO.	DATE	DESCRIPTION	BY
FLOW SCHEMATIC			
WATER PLANT #1 REHAB. PHASE 1			
CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			
sdw Engineering Progress			
301 Second Ave., Hattiesburg, MS 39401 (p) 601.544.1821 (f) 601.544.0501 sd-w.com			
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Date: 09-23-2020		Working No. FS-1	
Drawing No.: 1273-W015		Sheet No. 5	

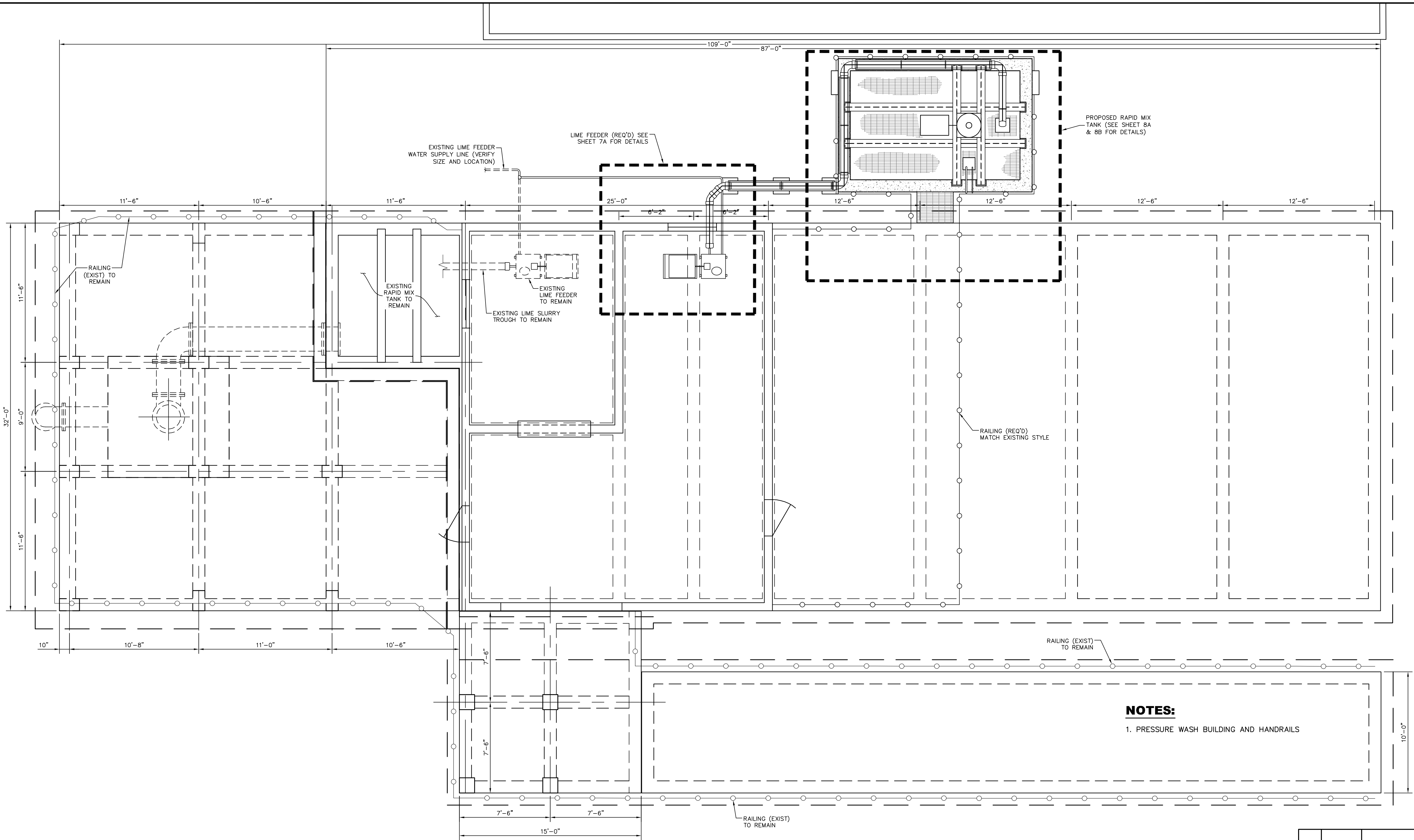


1. REMOVE EXISTING GRAVEL SURFACE, BUILT-UP ROOF (BUR), AND PRIME CONCRETE DECKS.
2. MOP 1/8" TAPERED INSULATION WITH 1-1/2" MINIMUM THICKNESS DRAIN TO SCUPPERS.
3. MOP COVERBOARD.
4. MOP 2 PLY SBS MODIFIED BITUMEN.
5. FLASH PER MANUFACTURER'S REQUIREMENTS.
6. SEE SPECIFICATIONS FOR REQUIREMENTS.

Scale: 1/4" = 1'-0"

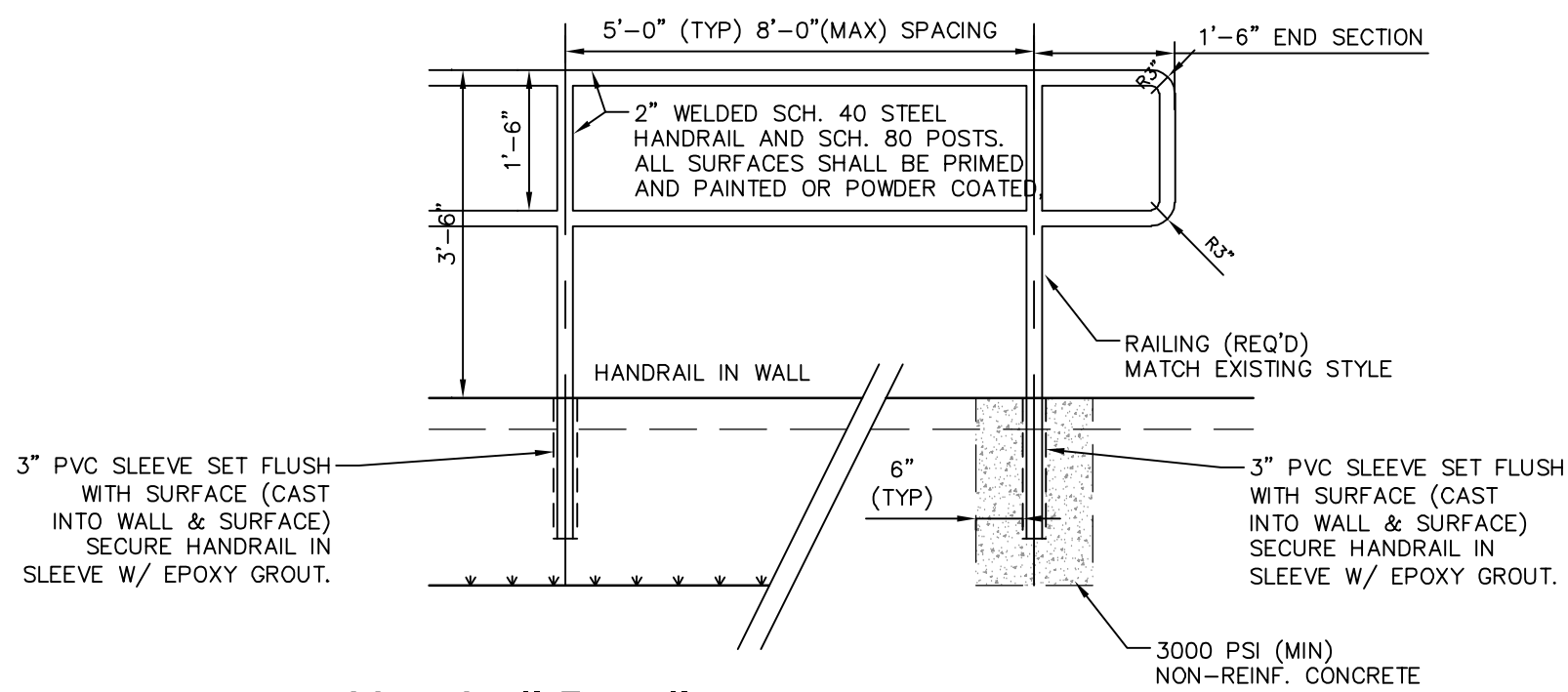
NOTE: SEE SHEET 8B FOR 2 PLY ROOFING DETAIL W/
TAPERED INSULATION (REQ'D)

No.	DATE	DESCRIPTION	BY
1930's AERATOR ROOFING			
WATER PLANT #1 REHAB. PHASE 1 CITY OF HATTIESBURG FORREST COUNTY, MISSISSIPPI			
			
301 Second Ave., Hattiesburg, MS 39401 (p) 601.544.1821 (f) 601.544.0501 sd-w.com			
Drawn by:	RES/BAK	Checked by:	NMC Scale: AS NOTED
Date:	09-23-2020	Working No.	_AR30-1_
Drawing No.:	1273-W015	Sheet No.	_6_



Aerator Layout

Scale: 1/4" = 1'-0"



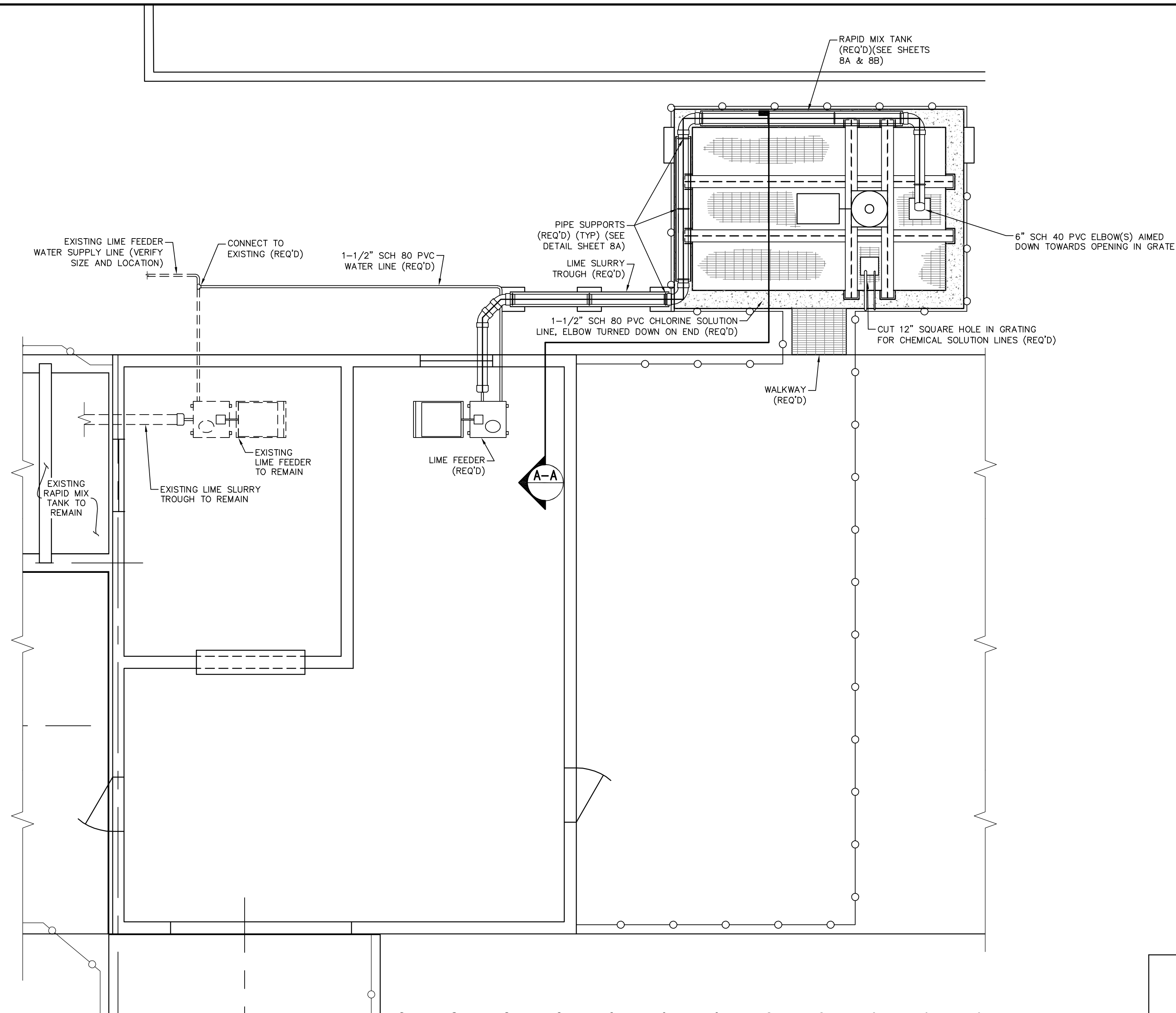
Handrail Detail

Scale: 1/4" = 1'-0"

GENERAL NOTES:

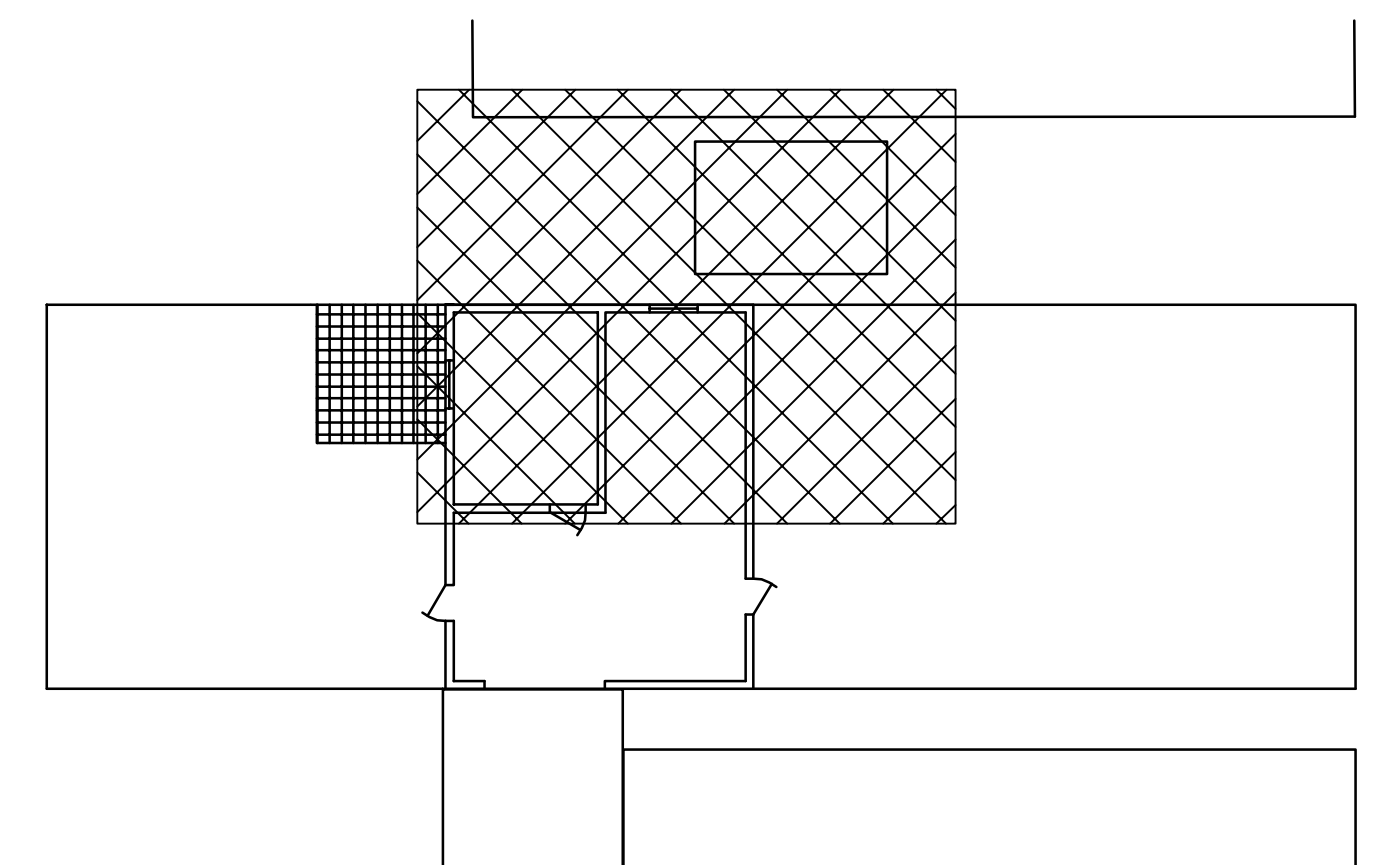
- THE WORK ON THE EXISTING AERATOR SHALL BE CLOSELY COORDINATED WITH THE PLANT SUPERINTENDENT. THE 1990's AERATOR SHALL NOT BE TAKEN OUT OF SERVICE UNLESS THE 1930's AERATOR, AERATOR BASIN AND RELATED FACILITIES ARE IN SERVICE.
- IN ADDITION TO THE REPAIR WORK, THE SCOPE OF WORK ALSO INCLUDES CLEARING THE SLUDGE FROM THE AERATOR BASIN AND DISPOSING OF THE SLUDGE IN A PERMITTED SANITARY LANDFILL.
- PRIOR TO PLACING THE AERATOR AND BASIN BACK INTO SERVICE, THE AERATOR AND BASIN SHALL BE DISINFECTED WITH A CHLORINE SOLUTION CONTAINING NOT LESS THAN 50 MG/L OF FREE CHLORINE. THE PROPOSED METHOD OF CHLORINE DISINFECTION SHALL BE SUBMITTED TO THE ENGINEER FOR REVIEW PRIOR TO ITS USE.
- BUILDING TO BE PRESSURE WASHED TO REMOVE STAINS.

NO.	DATE	DESCRIPTION	BY
1990's AERATOR			
WATER PLANT #1 REHAB. PHASE 1			
CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			
sdw Engineering Progress			
301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 (f) 601.544.0501 sd-w.com			
Drawn by: RES/BAK		Checked by: NMC	Scale: AS NOTED
Date: 09-23-2020		Working No. AP90-1	
Drawing No.: 1273-W015		Sheet No. 7	



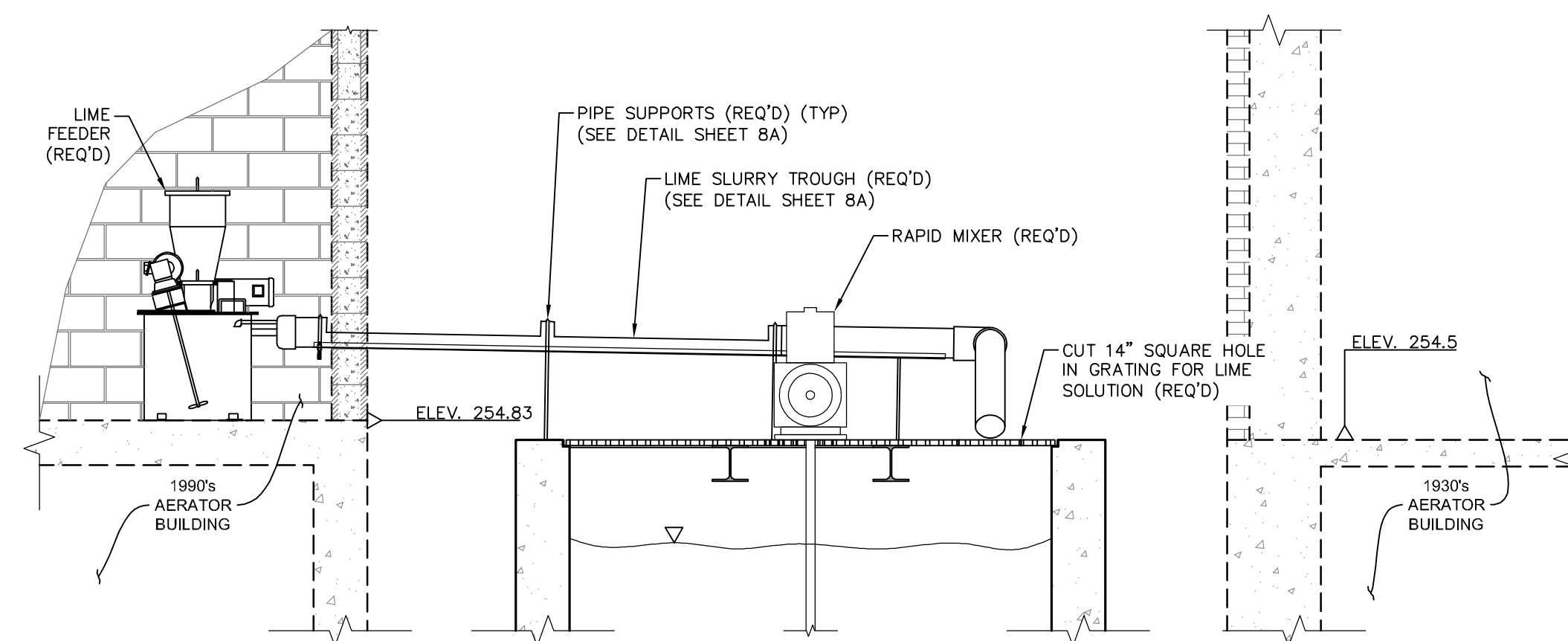
Plan - Lime Storage Building

Scale: 1/4" = 1'-0"



Key Map

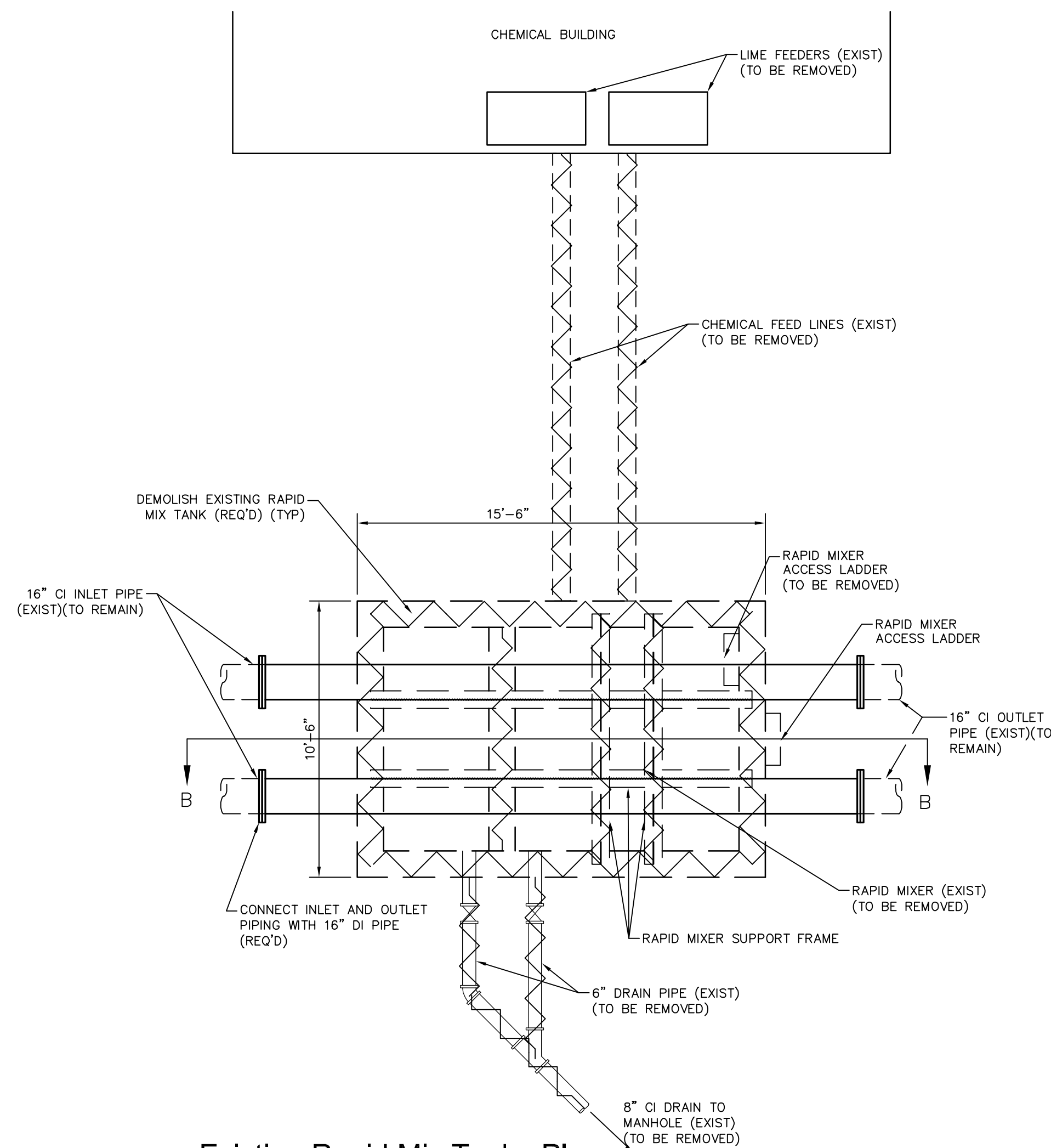
Scale: 1/16" = 1'-0"



Lime Feeder - Section A-A

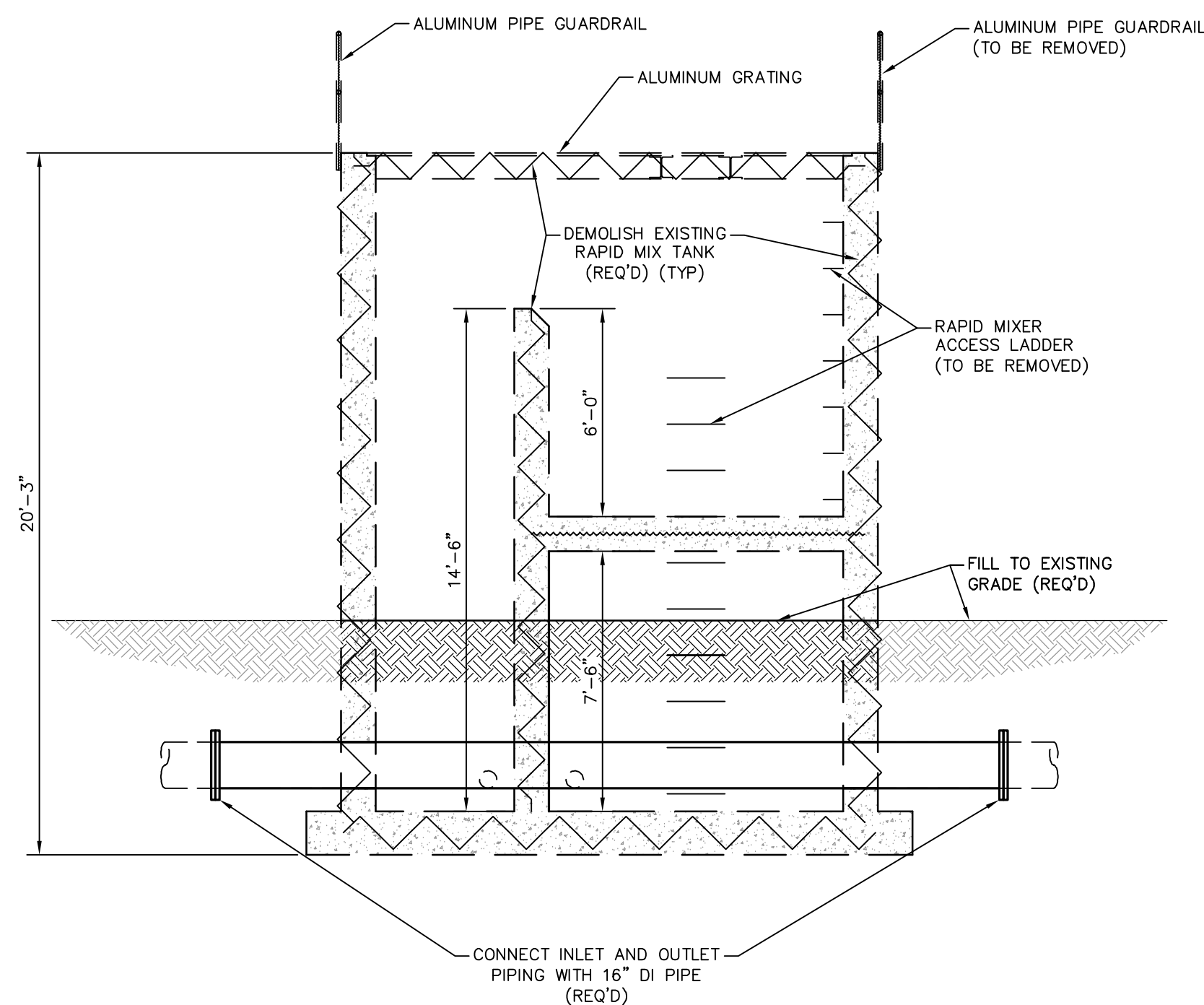
Scale: 3/8" = 1'-0"

NO.	DATE	DESCRIPTION	BY
1990's AERATOR MECHANICAL			
WATER PLANT #1 REHAB. PHASE 1			
CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			
sdw Engineering Progress 301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 (f) 601.544.0501 sd-w.com			
Drawn by: RES/BAK		Checked by: NMC	Scale: AS NOTED
Date: 09-23-2020		Working No. AM90-2	
Drawing No.: 1273-W015		Sheet No. 7A	



Existing Rapid Mix Tank - Plan

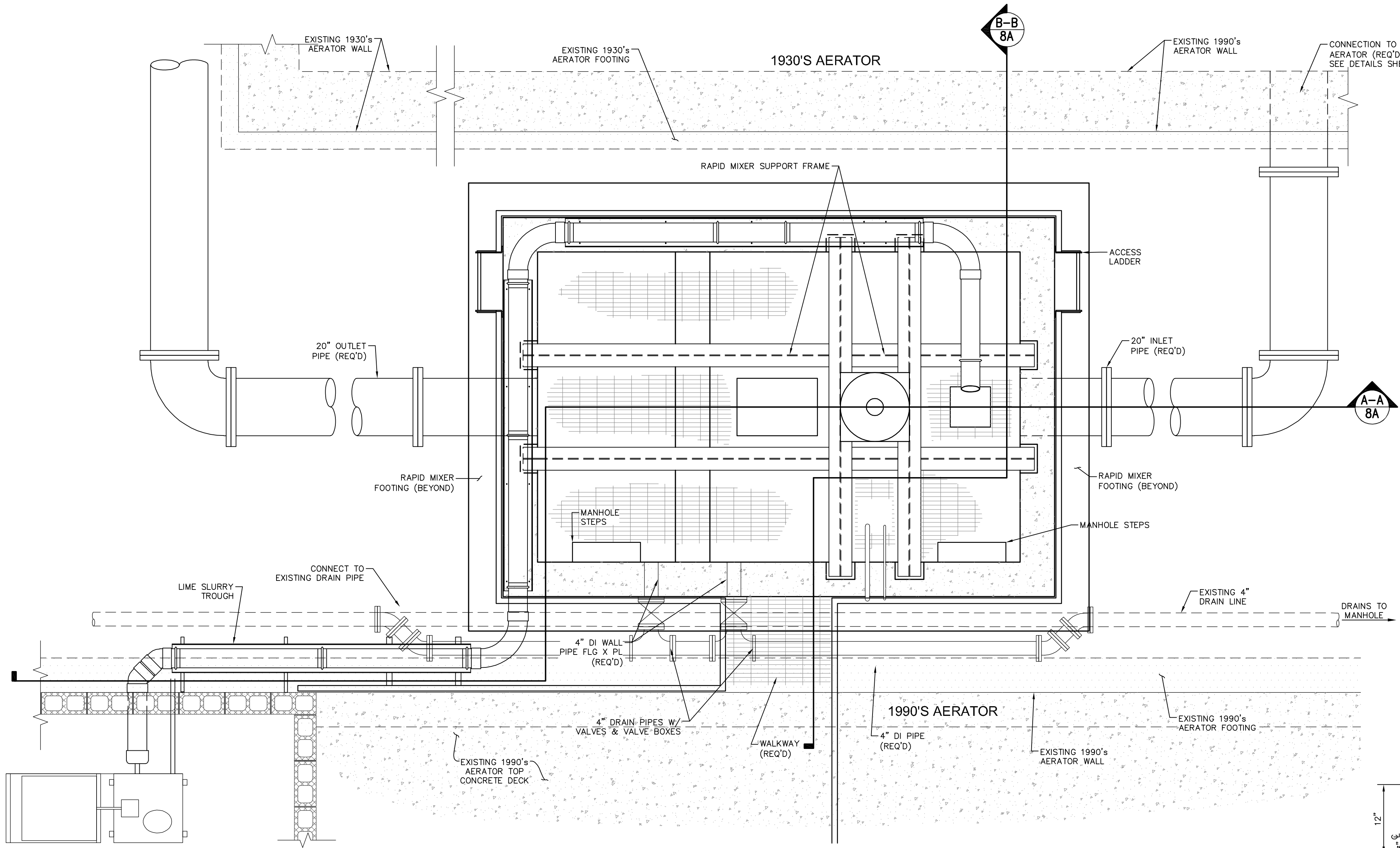
Scale: 1/4" = 1'-0"



Existing Rapid Mix Tank - Section B-B

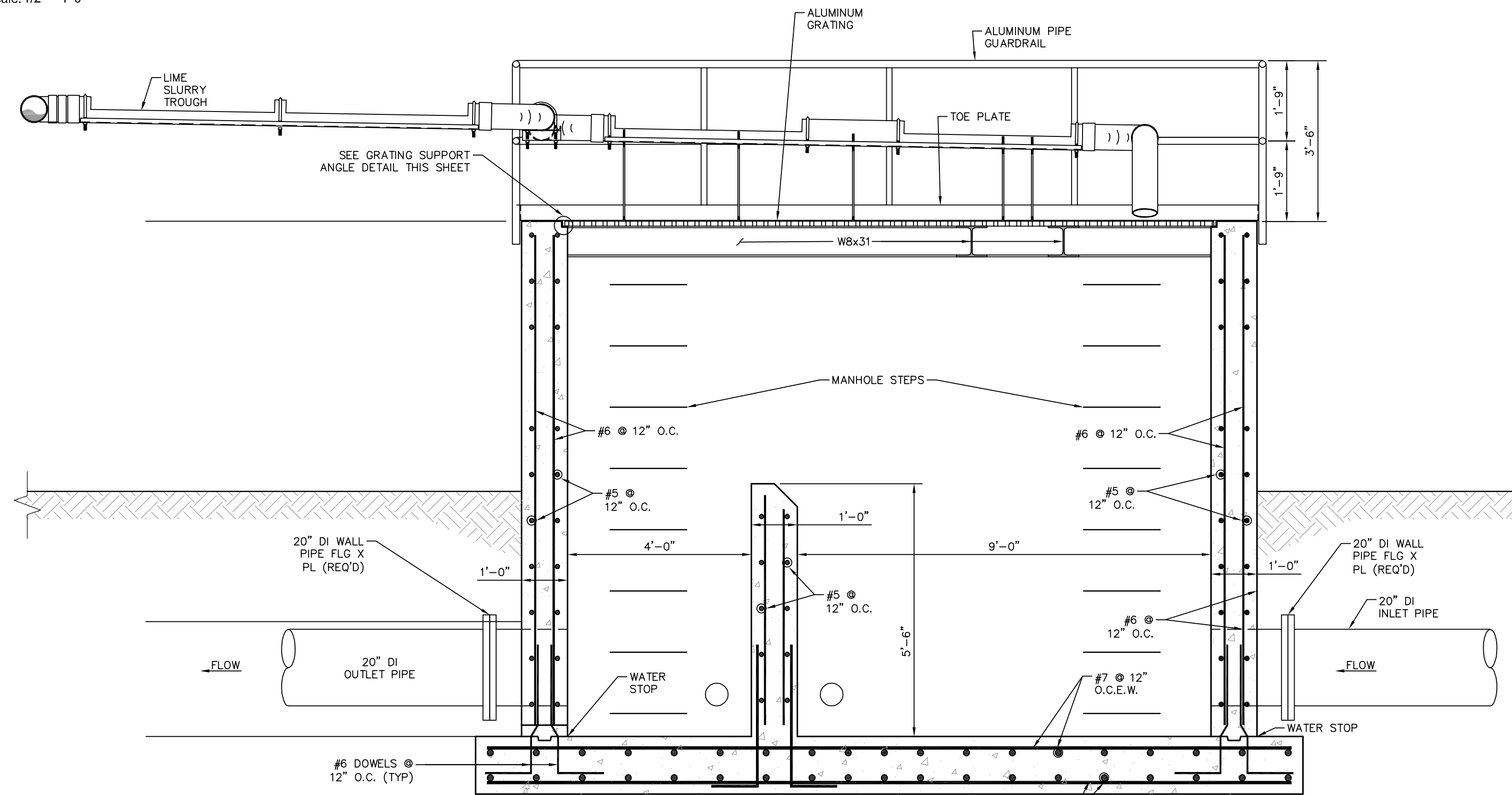
Scale: 1/4" = 1'-0"

NO.	DATE	DESCRIPTION	BY
EXISTING RAPID MIX TANK DEMO			
WATER PLANT #1 REHAB. PHASE 1			
CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			
sdw Engineering Progress 301 Second Ave., Hattiesburg, MS 39401 (p) 601.544.1821 (f) 601.544.0501 sd-w.com			
Drawn by:	RES/BAK	Checked by:	NMC
Date:	09-23-2020	Working No.:	ERM-1
Drawing No.:	1273-W015	Sheet No.:	8



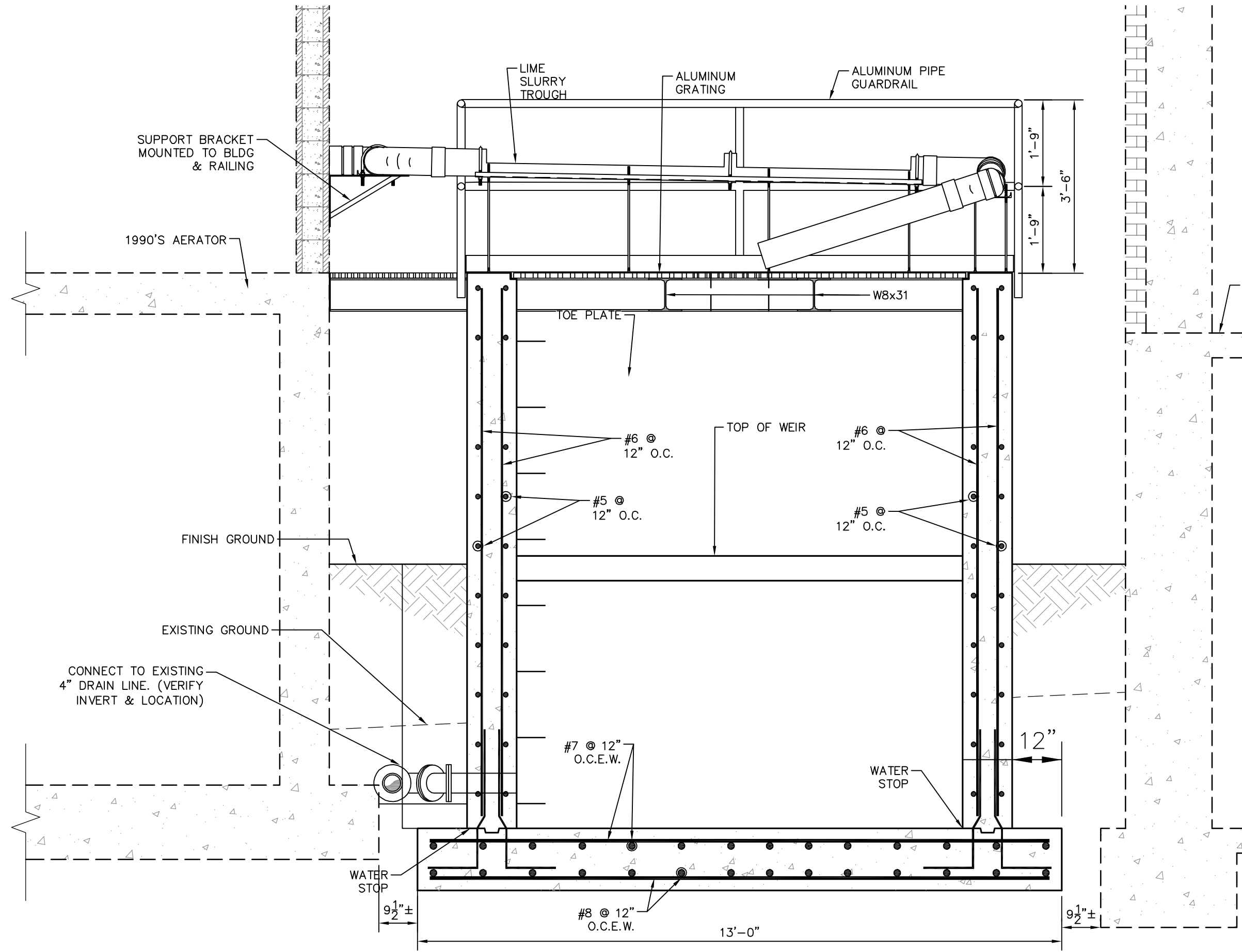
Rapid Mix Tank - Plan

Scale: 1/2" = 1'-0"



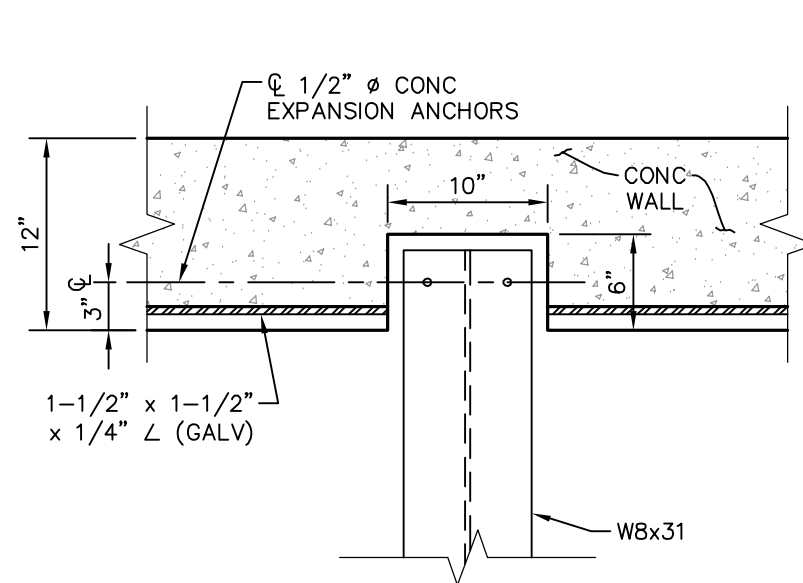
Rapid Mix Tank - Section A-A

Scale: 1/2" = 1'-0"



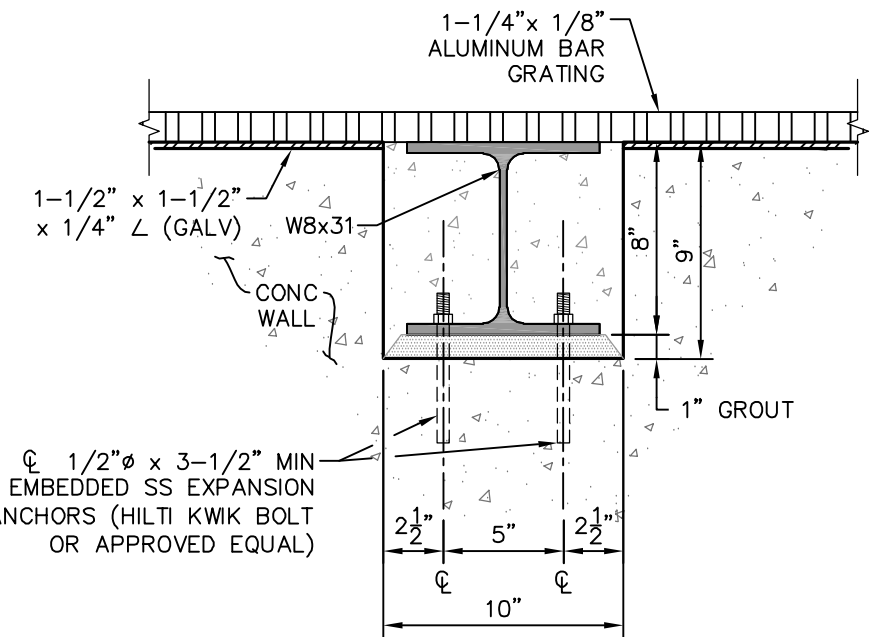
Rapid Mix Tank - Section B-B

Scale: 1/2" = 1'-0"



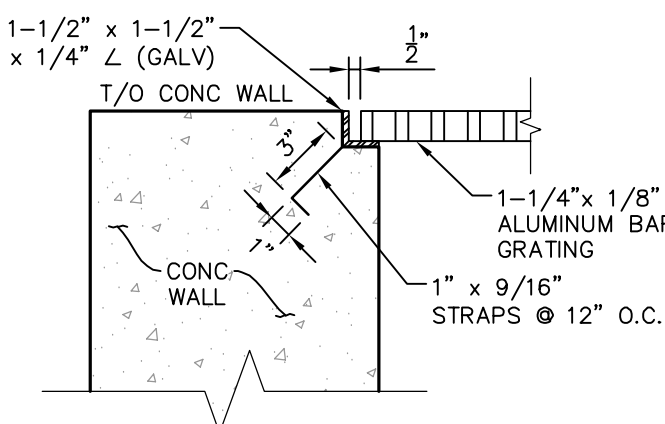
Beam To Wall Connection Detail - Plan

Scale: Not To Scale



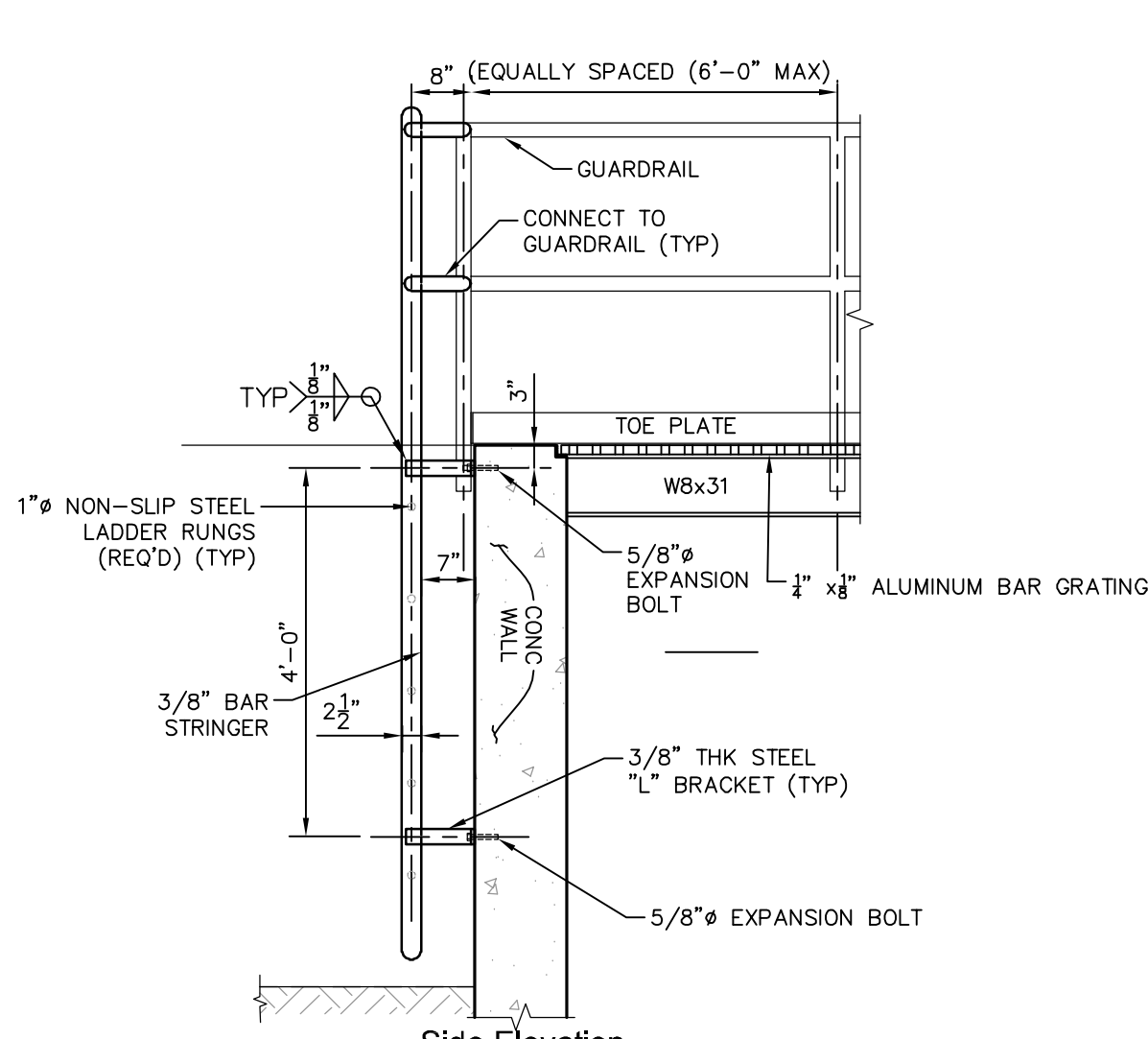
Beam To Wall Connection Detail - Elevation

Scale: Not To Scale



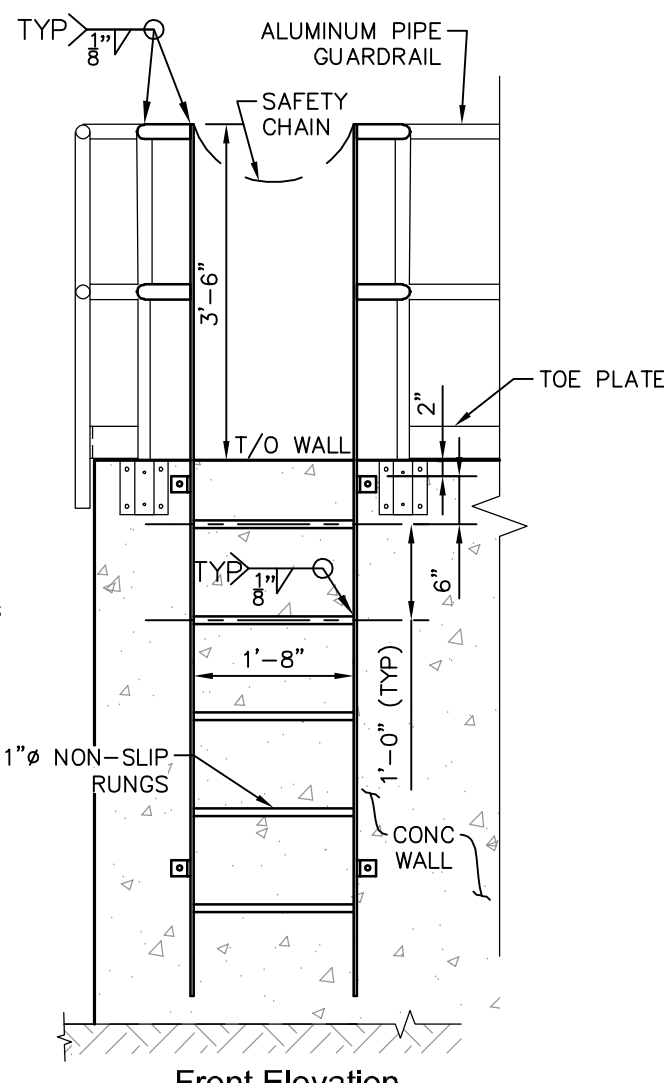
Grating Support Angle Detail

Scale: Not To Scale



Ladder Details (Aluminum)

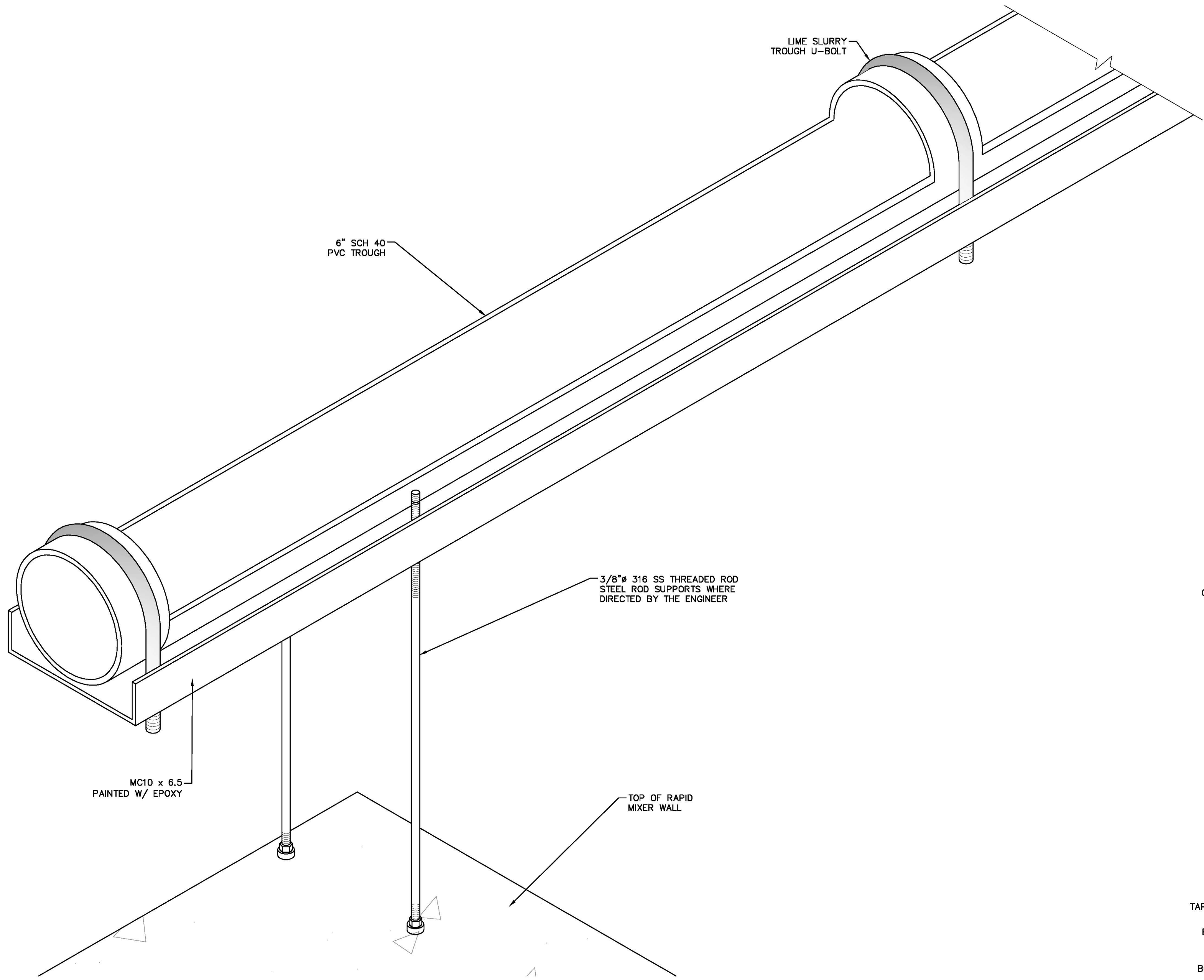
Scale: 1/2" = 1'-0"



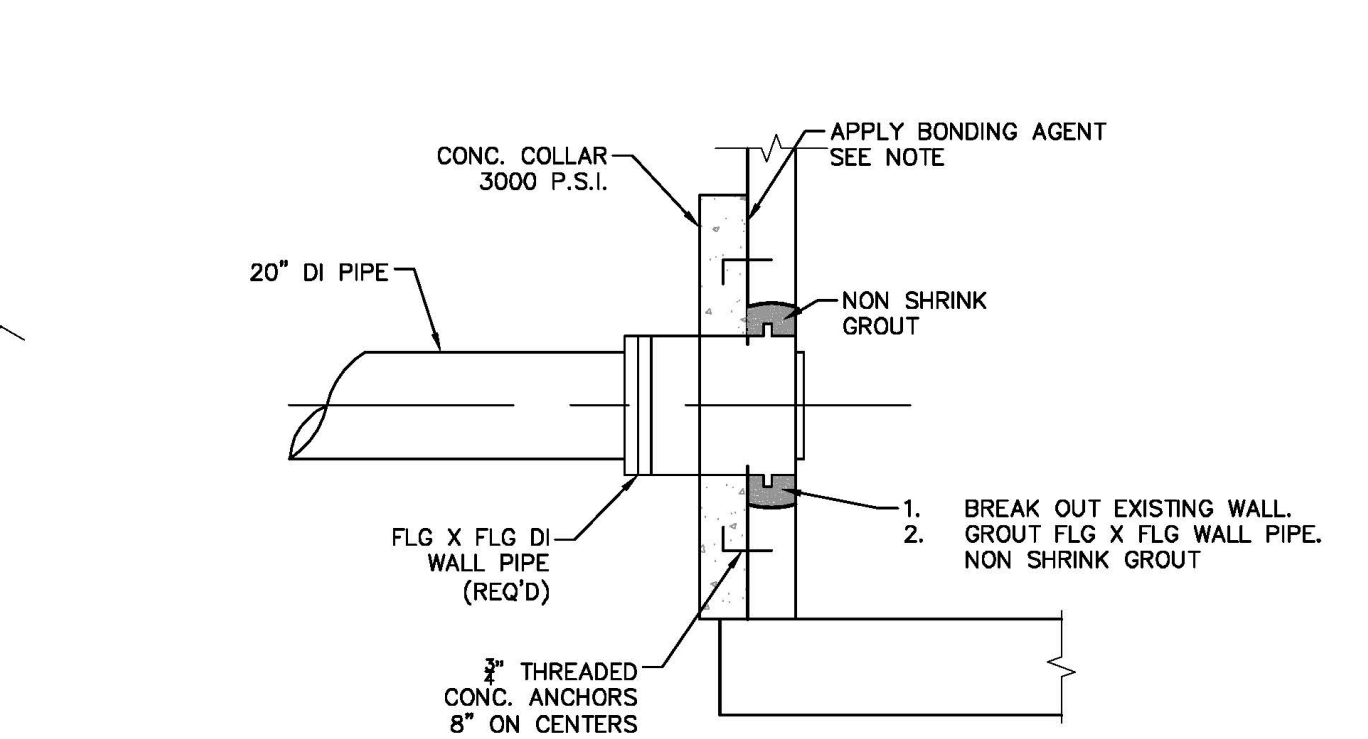
Front Elevation

NO.	DATE	DESCRIPTION	BY
PROPOSED RAPID MIX TANK			
WATER PLANT #1 REHAB. PHASE 1			
CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			
 Engineering Progress			
301 Second Ave., Hattiesburg, MS 39401 (p) 601.544.1821 (f) 601.544.0501 sd-w.com			
Drawn by:	RES/BAK	Checked by:	NMC
Date:	09-24-2020	Working No.:	PRM-1
Drawing No.:	1273-W015	Sheet No.:	8A

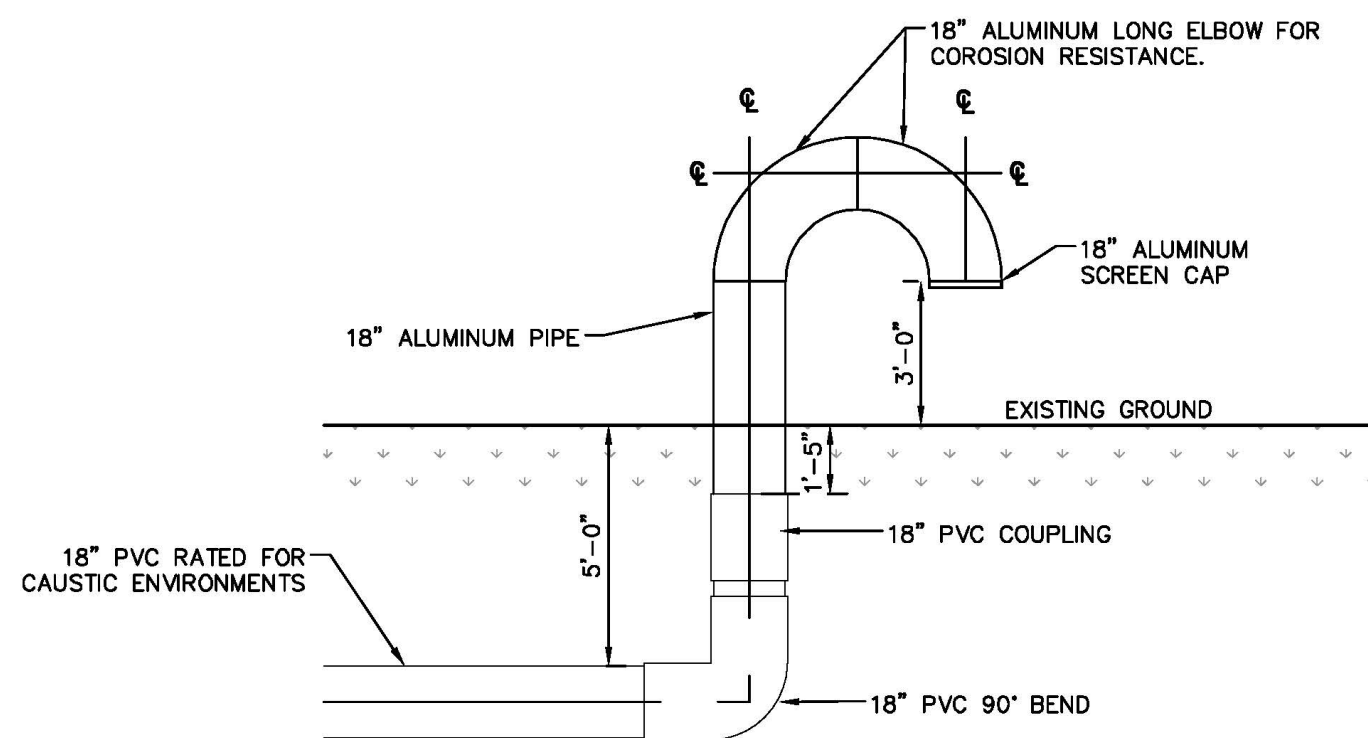
G:\PROJECTS\Hattiesburg_City of 1273-W015 - Water Plant #1 Rehabilitation\1273-W015-CAD Files\Phase 1\1273-W015-rapid mix tank.dwg, PRN-2, 9/25/2020 8:54:59 AM



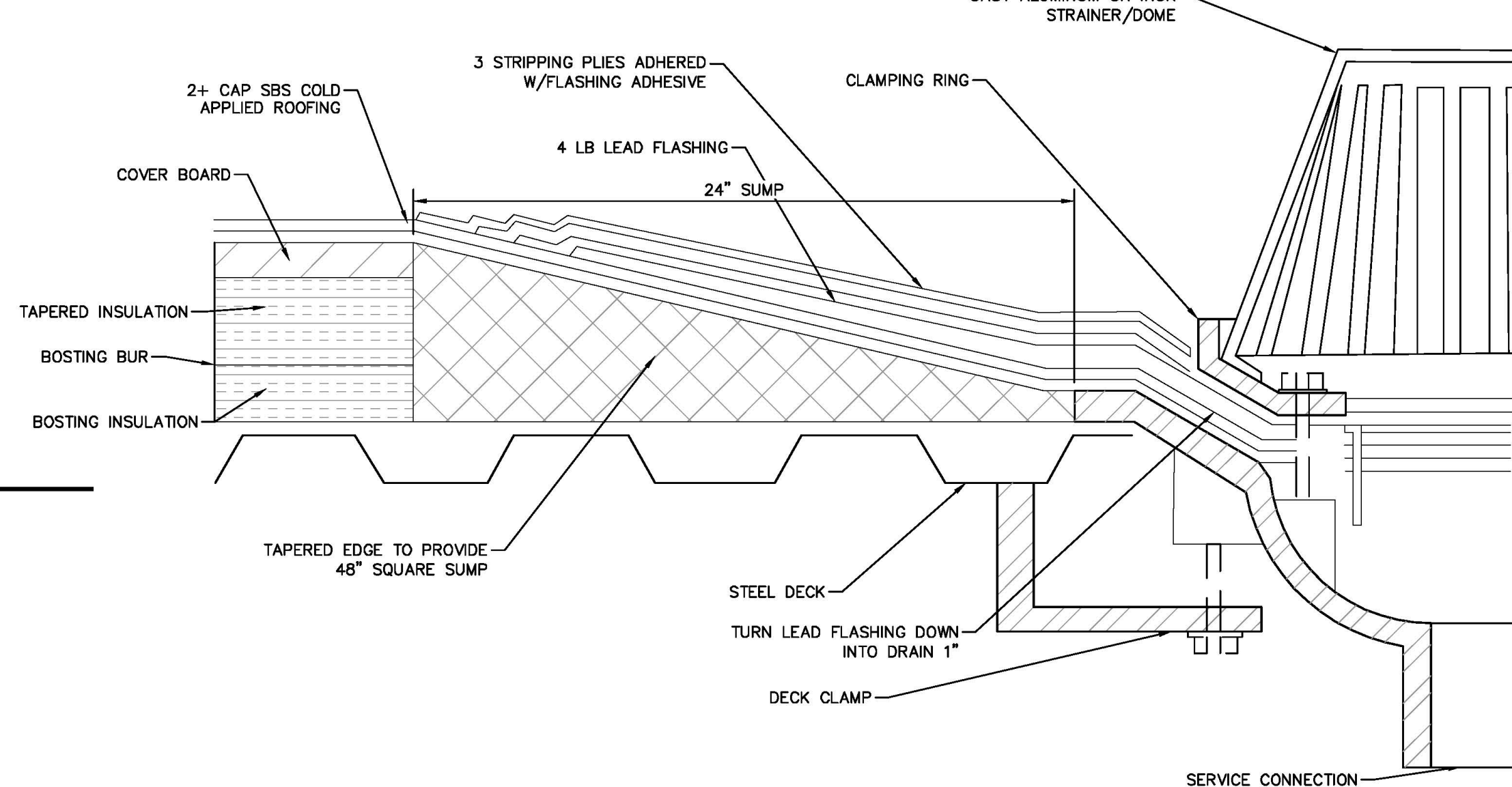
Lime Slurry Trough - Elevation
Scale: 3" = 1'-0"



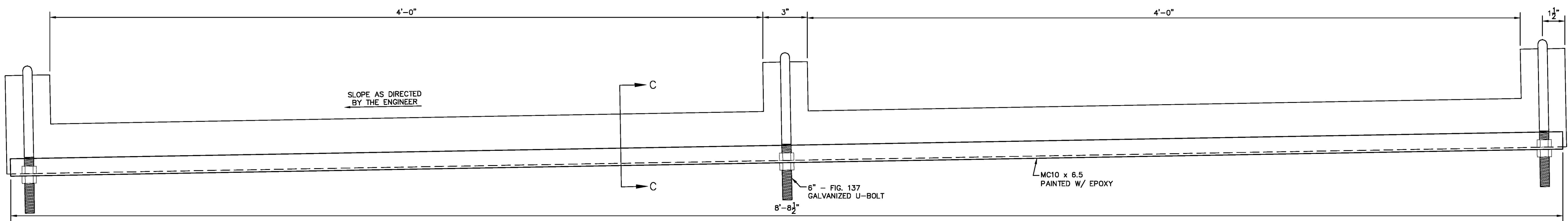
Connection to Existing Aerator
Scale: Not To Scale



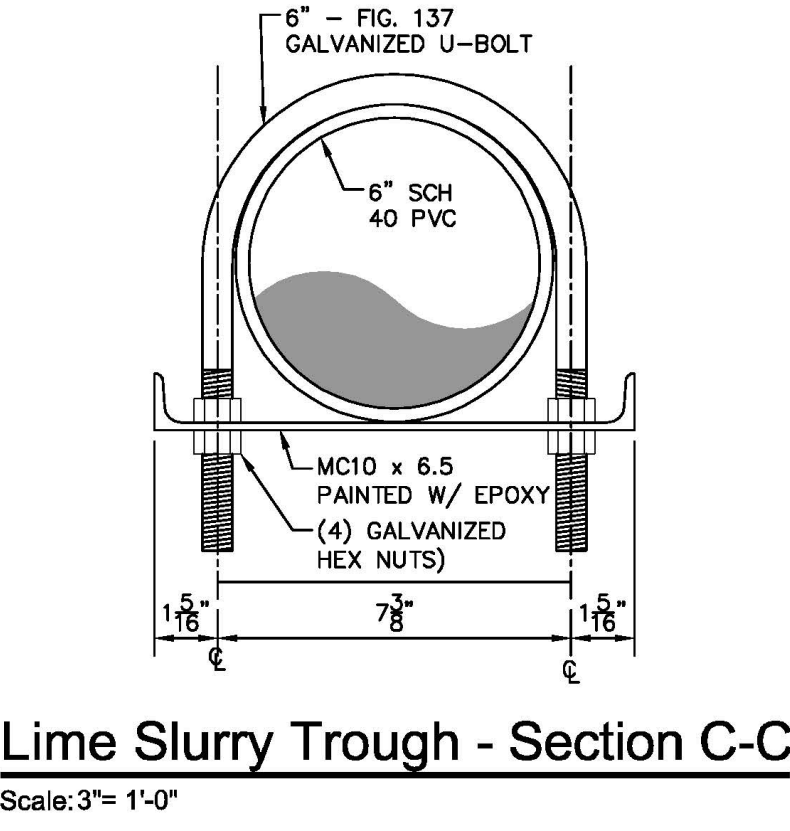
Chlorine Vent Detail
Scale: 1/4" = 1'-0"



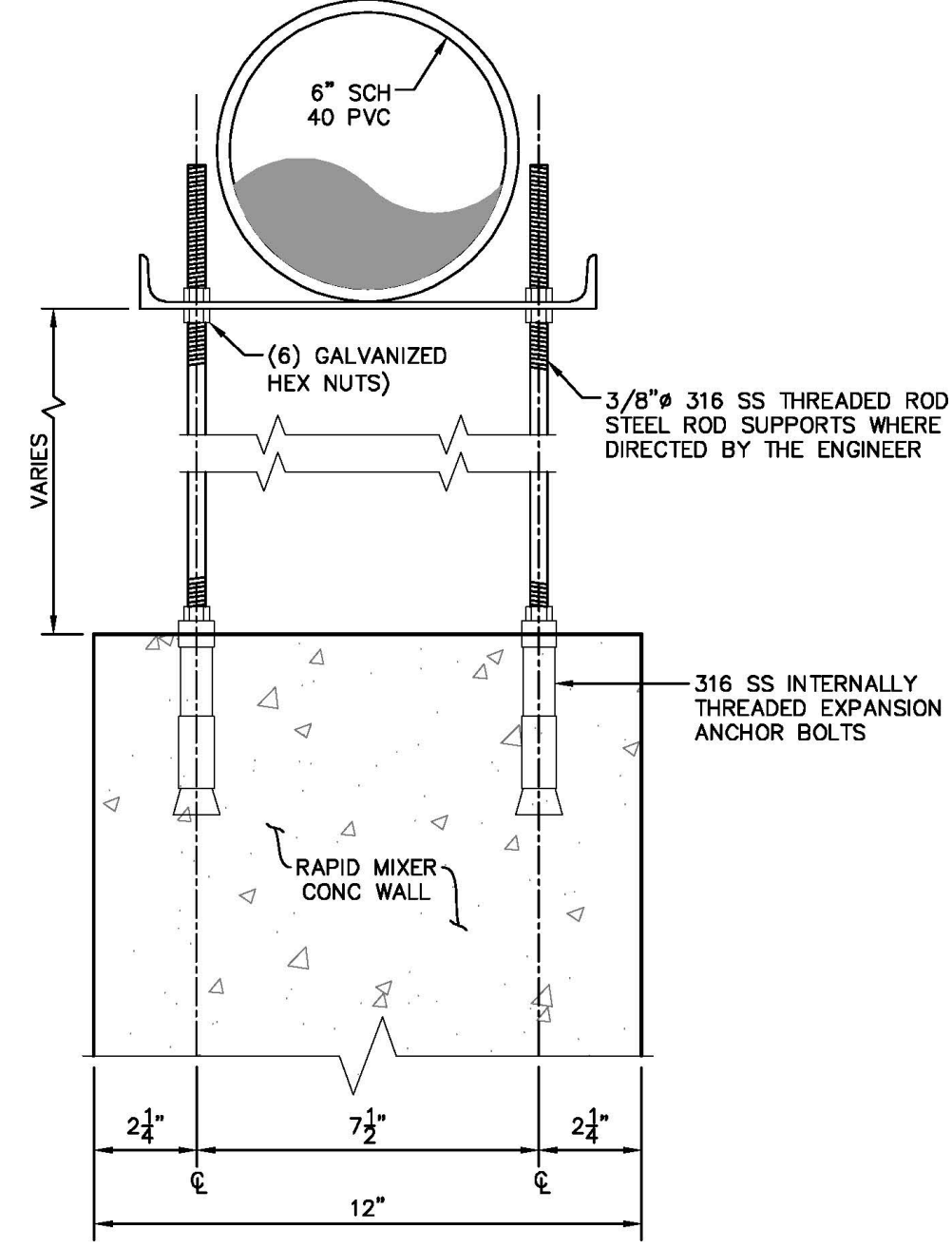
2 PLY-SBS Roofing Detail w/Tapered Insulation
Scale: Not To Scale



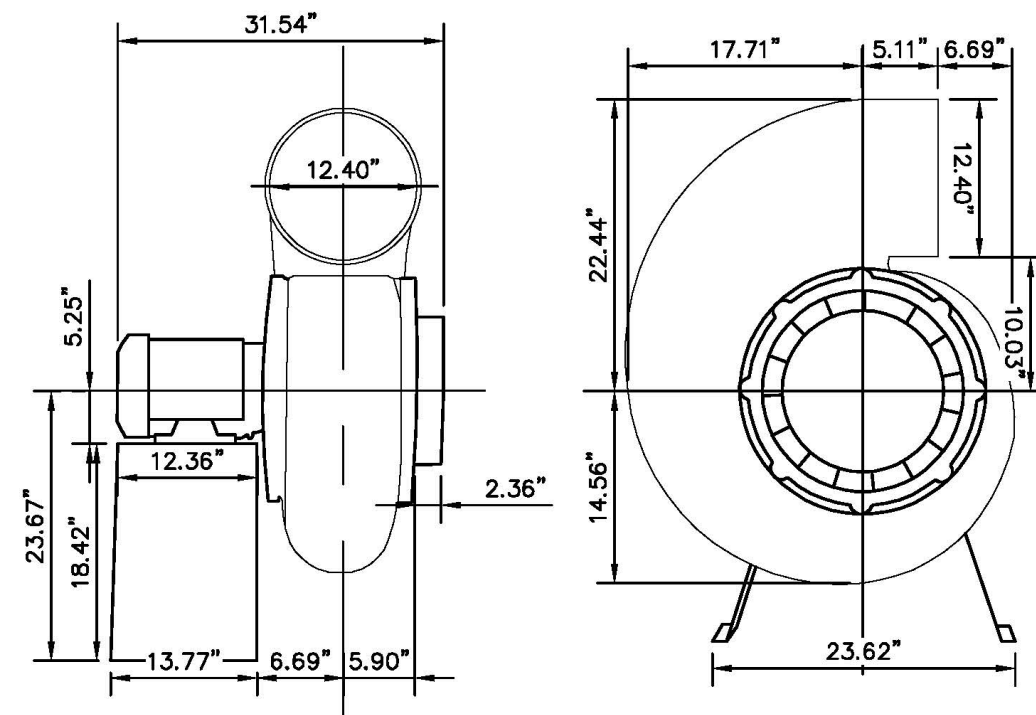
Lime Slurry Trough - Elevation
Scale: 3" = 1'-0"



Lime Slurry Trough - Section C-C
Scale: 3" = 1'-0"

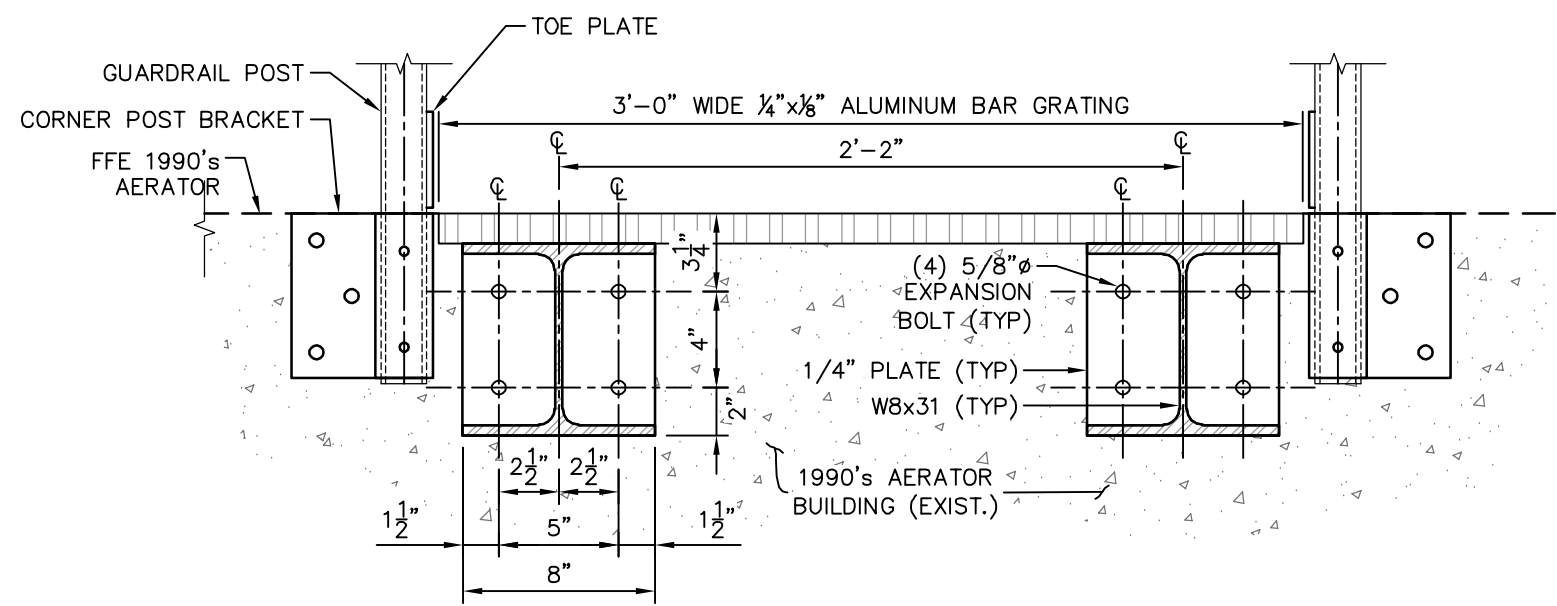


Slurry Trough Support Rod Detail
Scale: 3" = 1'-0"



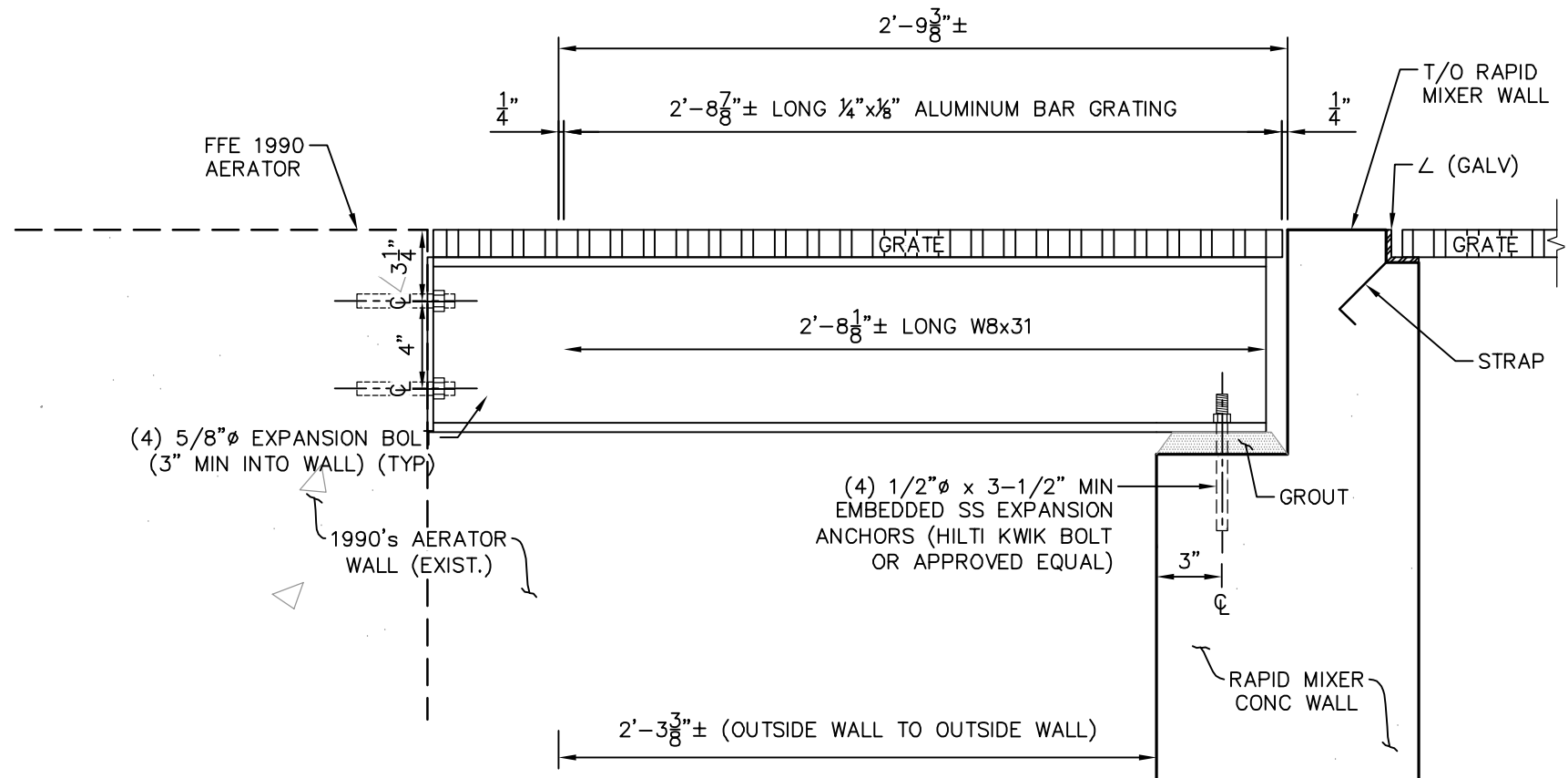
Basement Chlorine Vent Fan
Scale: Not To Scale

NO.	DATE	DESCRIPTION	BY
PROPOSED RAPID MIX TANK			
WATER PLANT #1 REHAB. PHASE 1			
CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			
sdw Engineering Progress			
301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 (f) 601.544.0501 sd-w.com			
Drawn by: RES/BAK		Checked by: NMC	Scale: AS NOTED
Date: 09-24-2020		Working No.	PRM-2
Drawing No.: 1273-W015		Sheet No.	8B



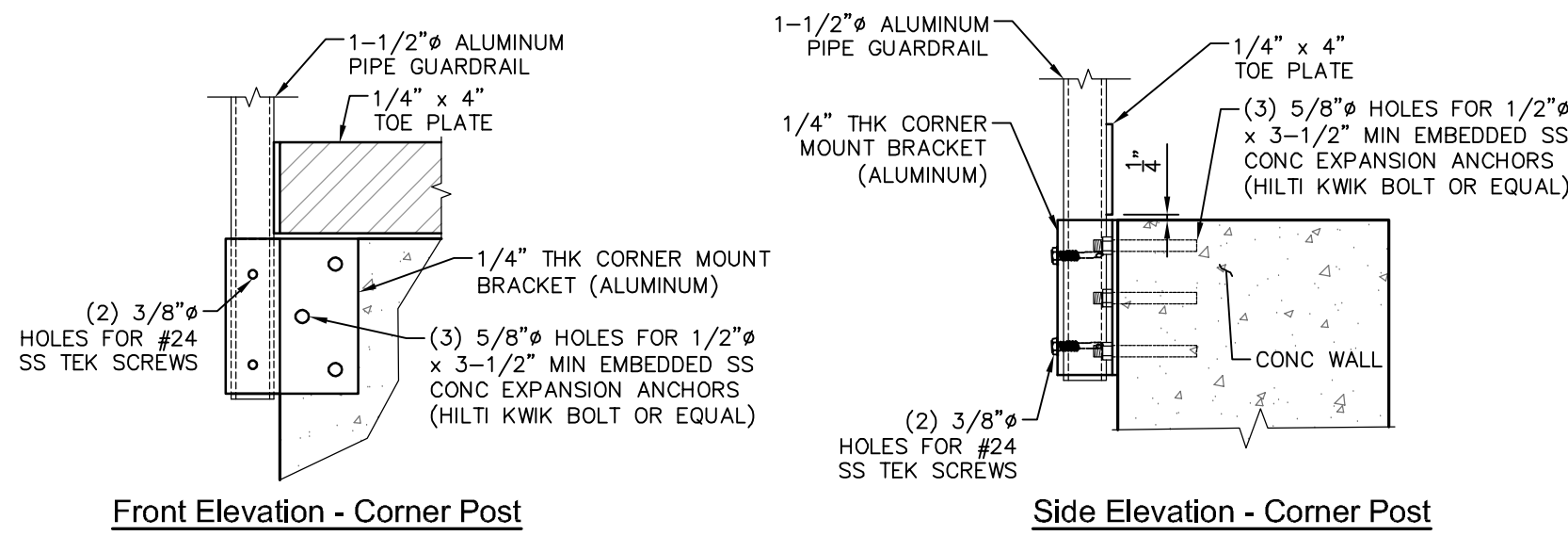
Walkway Beam Connection - Section C-C

Scale: Not To Scale



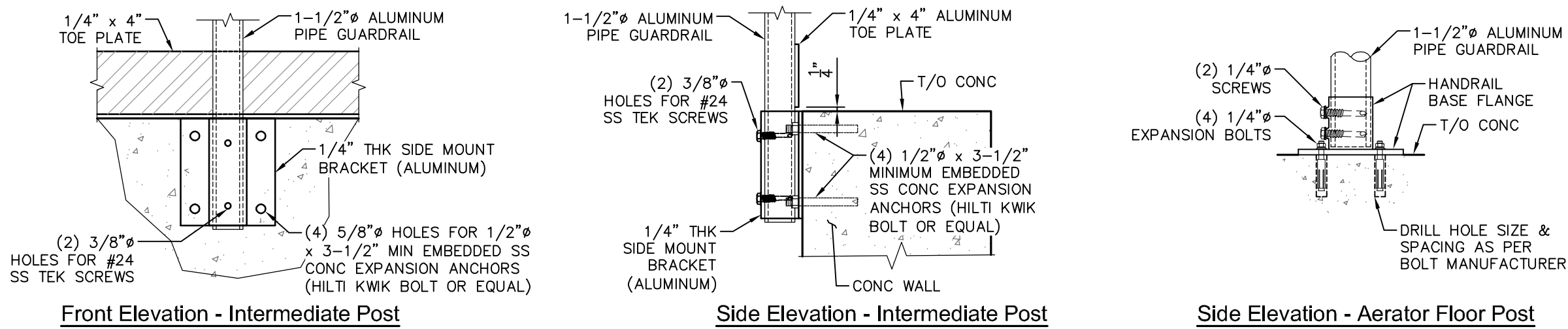
Walkway Elevation

Scale: Not To Scale



Front Elevation - Corner Post

Side Elevation - Corner Post



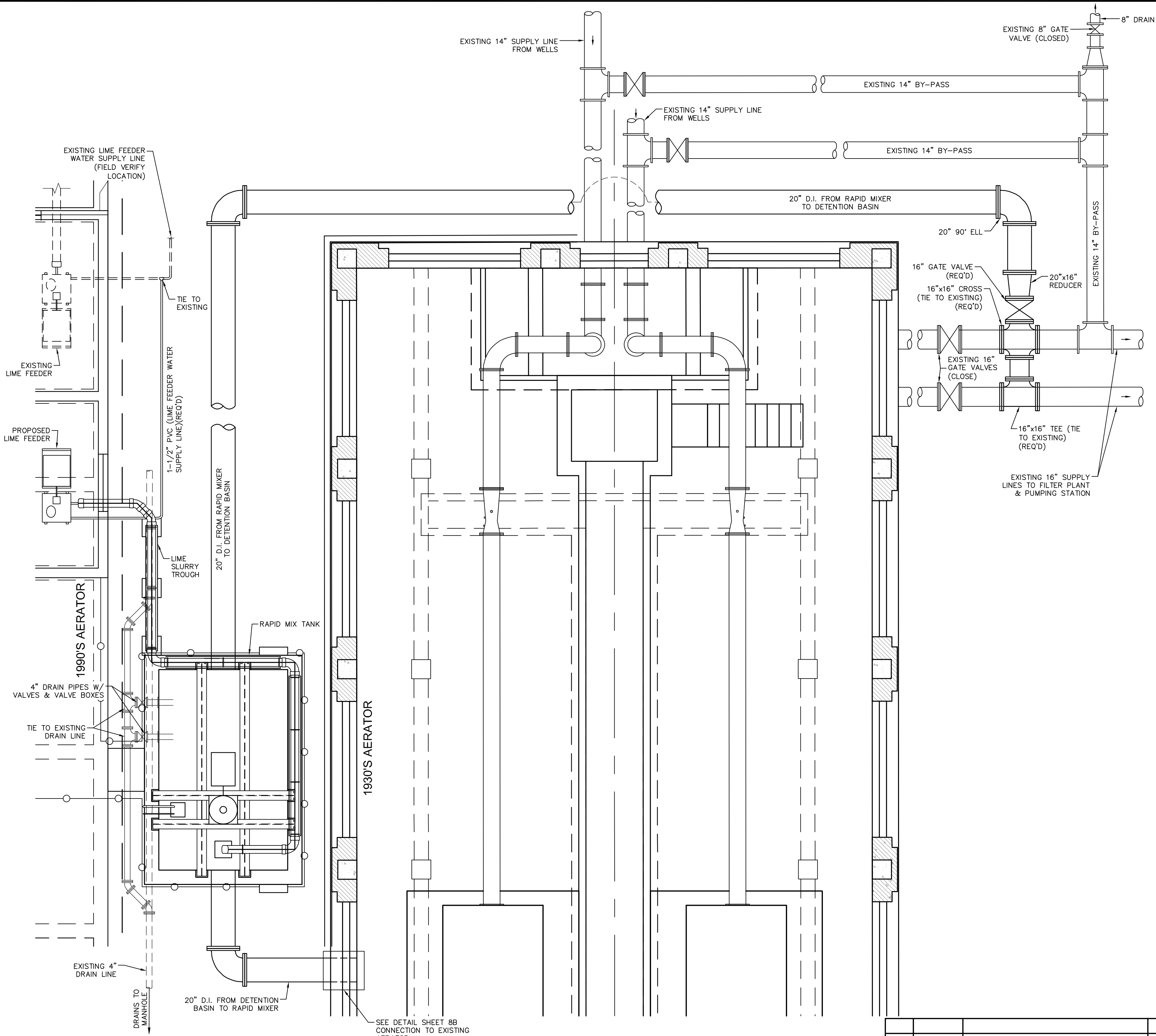
Front Elevation - Intermediate Post

Side Elevation - Intermediate Post

Side Elevation - Aerator Floor Post

Fixed Guardrail Post - Details

Scale: Not To Scale

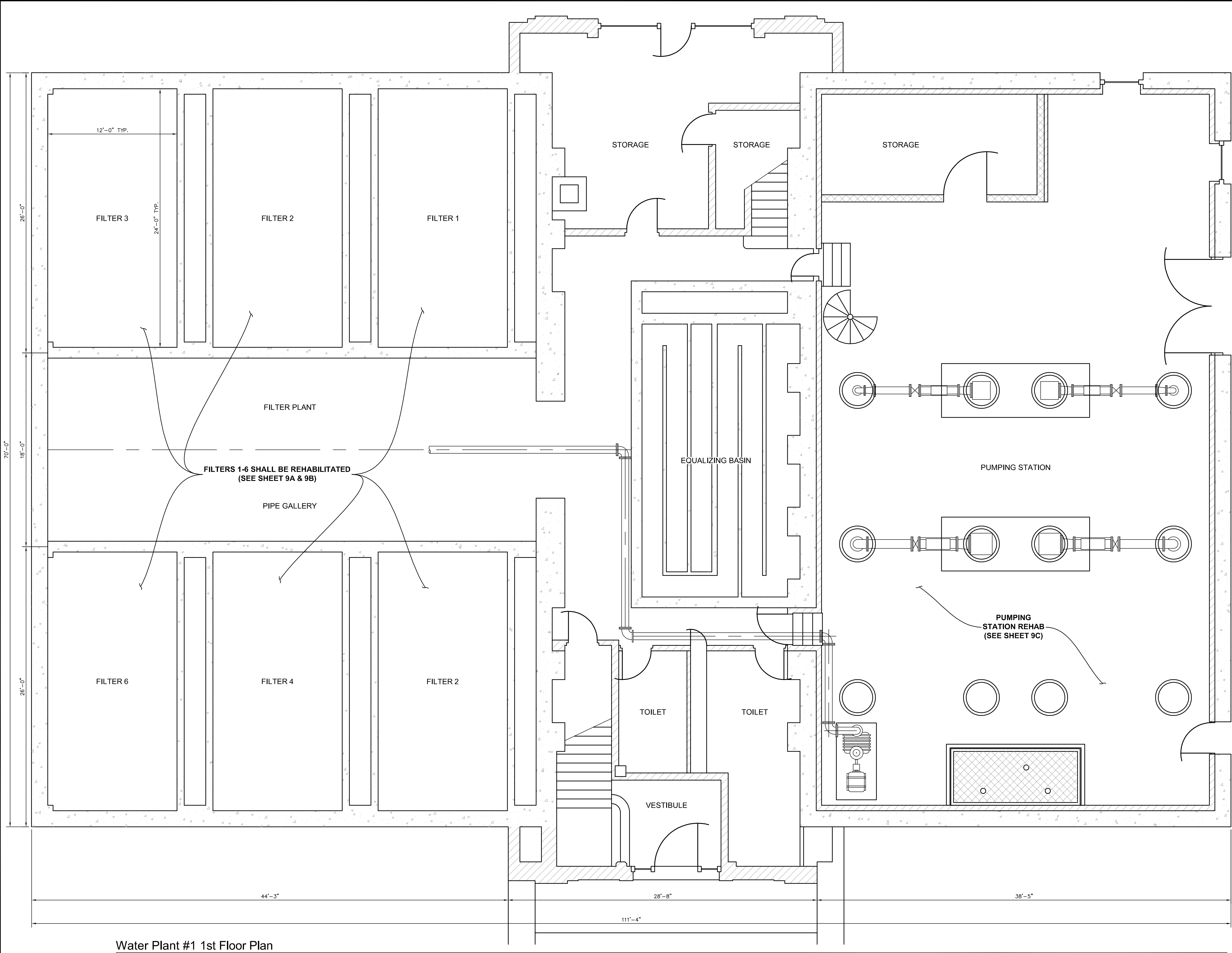


Rapid Mixer Piping Plan

Scale: Not To Scale

NO.	DATE	DESCRIPTION	BY
PROPOSED RAPID MIX TANK			
WATER PLANT #1 REHAB. PHASE 1			
CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			
sdw Engineering Progress			
301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 (f) 601.544.0501 sd-w.com			
Drawn by: RES/BAK		Checked by: NMC	Scale: AS NOTED
Date: 09-23-2020		Working No. PRM-3	
Drawing No.: 1273-W015		Sheet No. 8C	

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NOTES

- REPAIR OF SPALLED CONCRETE BY SHOTCRETING**
1. REMOVE UNSOUND CONCRETE AND EXPOSE REINFORCING STEEL. ALL CONCRETE SHALL BE REMOVED FROM AROUND THE REINFORCING STEEL TO THE EXTENT THAT A FINGER CAN BE PLACED BEHIND THE BAR.
 2. AFTER CHIPPING HAS BEEN COMPLETED, THE ENTIRE AREA SHALL BE WET SANDBLASTED TO REMOVE ANY FOREIGN PARTICLES FROM THE CONCRETE AND TO REMOVE ALL RUST AND SCALE FROM THE REINFORCEMENT.
 3. IF CROSS SECTIONAL AREA OF REINFORCING STEEL HAS BEEN REDUCED BY 25 PERCENT, ADDITIONAL REINFORCEMENT SHALL BE PROVIDED. REPLACEMENT STEEL SHALL BE TIED IN PLACE AND OVERLAPPED ADEQUATELY WITH THE ORIGINAL BARS.
 4. AFTER SURFACE PREPARATION IS COMPLETE, SHOTCRETE SHALL BE USED TO RESTORE THE AFFECTED AREAS TO APPROXIMATELY THEIR ORIGINAL DIMENSIONS. SHOTCRETING SHALL BE PERFORMED PER ACI STANDARD 506 RECOMMENDED PRACTICE FOR SHOTCRETING.
 5. FOLLOWING APPROPRIATE CURING OF THE PATCHED AREAS, THE EXPOSED CONCRETE SHALL BE PAINTED WITH TWO COATS OF A WATERPROOFING COMPOUND (AQUACHEX BY GIBSON ROMANS OR APPROVED EQUAL) PER THE MANUFACTURER'S RECOMMENDATION.

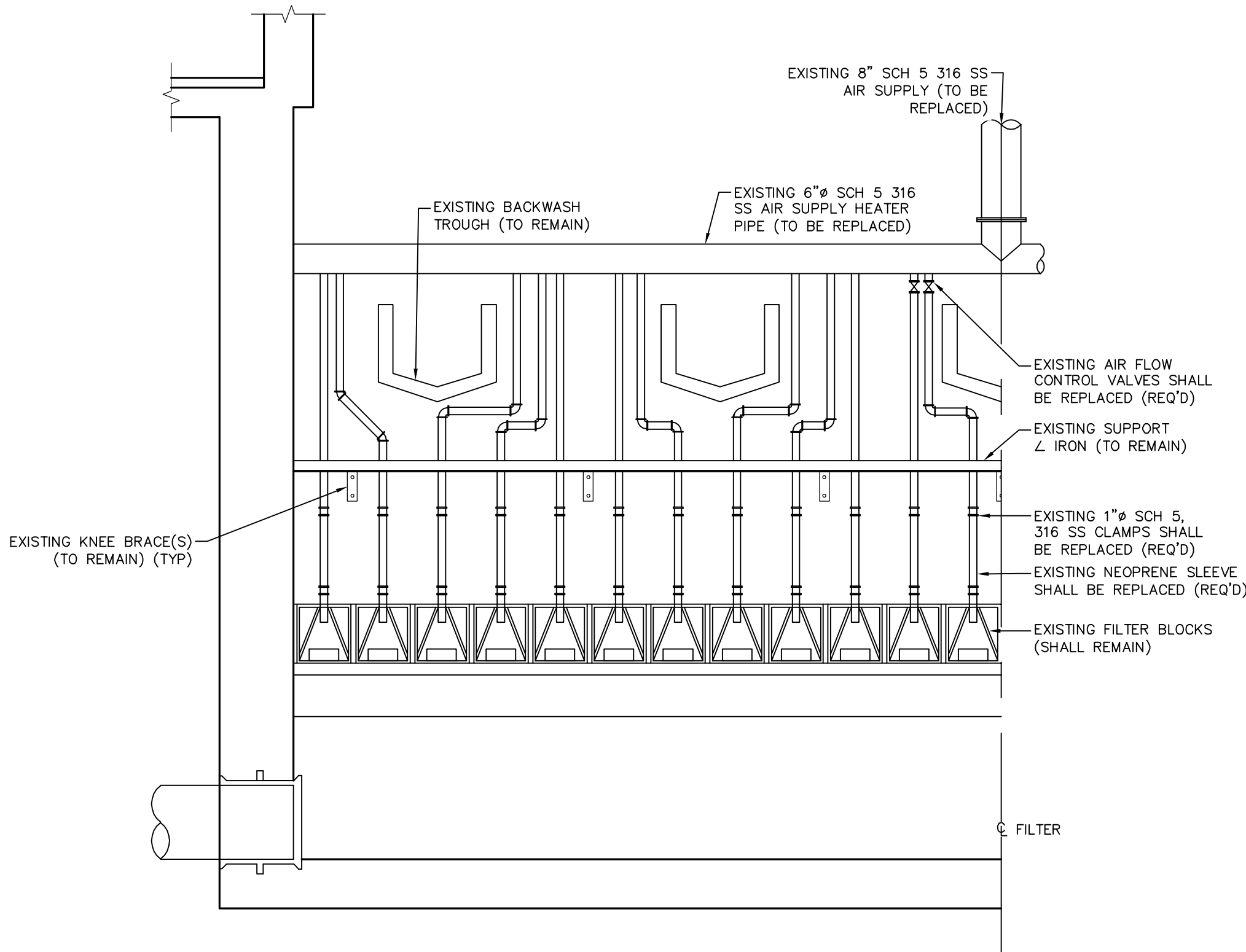
GENERAL

1. WORK ON THE BUILDING SHALL BE CLOSELY COORDINATED WITH THE PLANT SUPERINTENDENT.
2. THE FILTERS ARE TO BE TAKEN OUT OF SERVICE AND REPAIRED ONE AT A TIME.
3. THE PLANT IS TO REMAIN IN SERVICE AT ALL TIMES.
4. IN ADDITION TO THE REPAIR WORK, THE SCOPE OF WORK ALSO INCLUDES CLEARING THE SLUDGE FROM THE EQUALIZING BASIN AND DISPOSING OF THE SLUDGE IN A PERMITTED SANITARY LANDFILL.

NO.	DATE	DESCRIPTION	BY
MAIN BUILDING REHABILITATION			
WATER PLANT #1 REHAB. PHASE 1			
CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			
sdw Engineering Progress			
301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 (f) 601.544.0501 sd-w.com			
Drawn by: RES/BAK		Checked by: NMC	Scale: AS NOTED
Date: 09-23-2020		Working No. MBR-1	
Drawing No.: 1273-W015		Sheet No. 9	

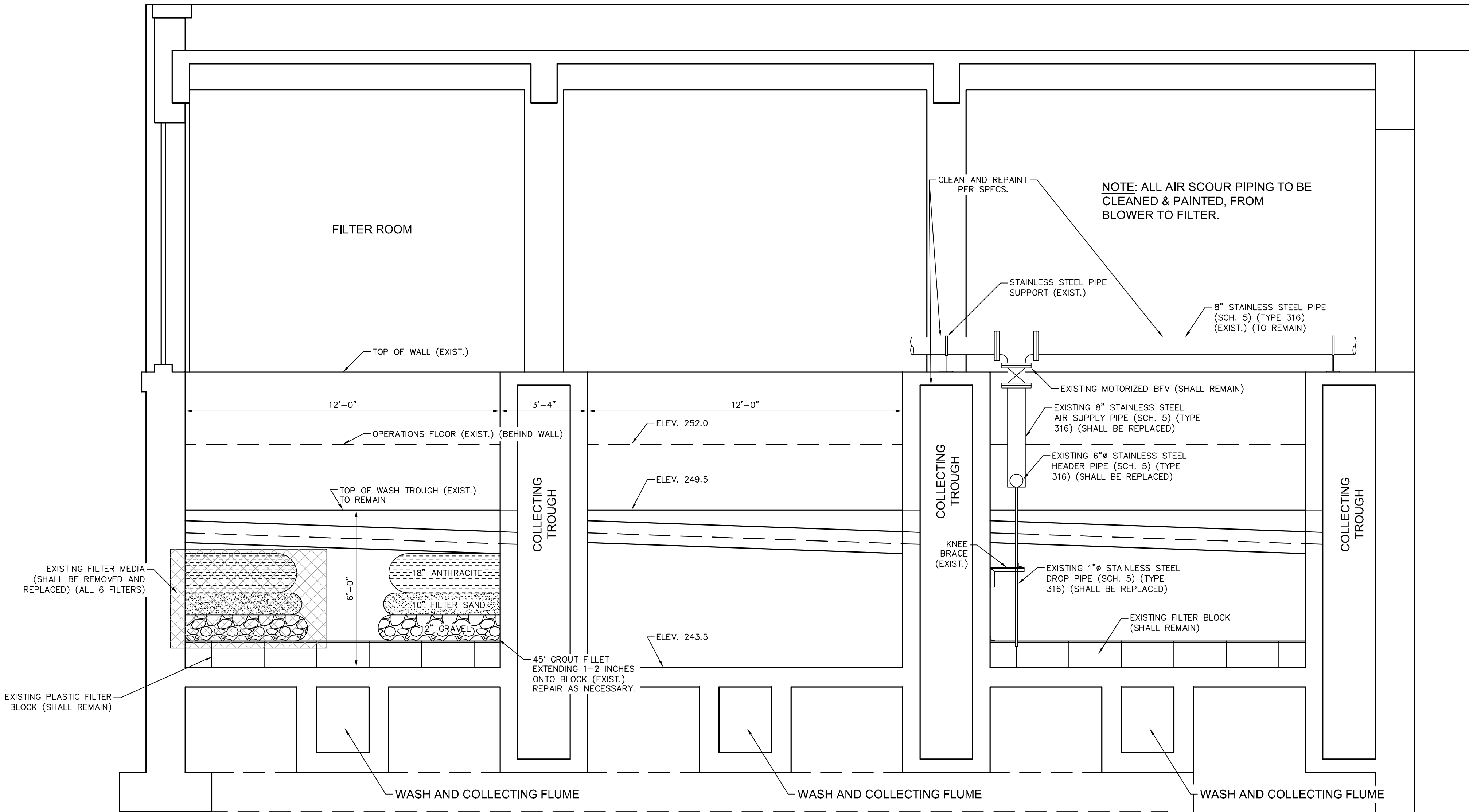
Water Plant #1 1st Floor Plan
Scale: 1/4" = 1'-0"

G:\PROJECTS\Hattiesburg_City of 1273-W015 - Water Plant #1 Rehabilitation\1273-W015 CAD Files\Phase 1 Rehabilitation\1273-W015 Filter Building.dwg, MFR-1, 9/25/2020 8:46:29 AM



Air Scour Filter Drain - Detail

Scale: 1/2" = 1'-0"



Filter Media Rehabilitation (Typ. All 6 Filters)

Scale: 3/8" = 1'-0"

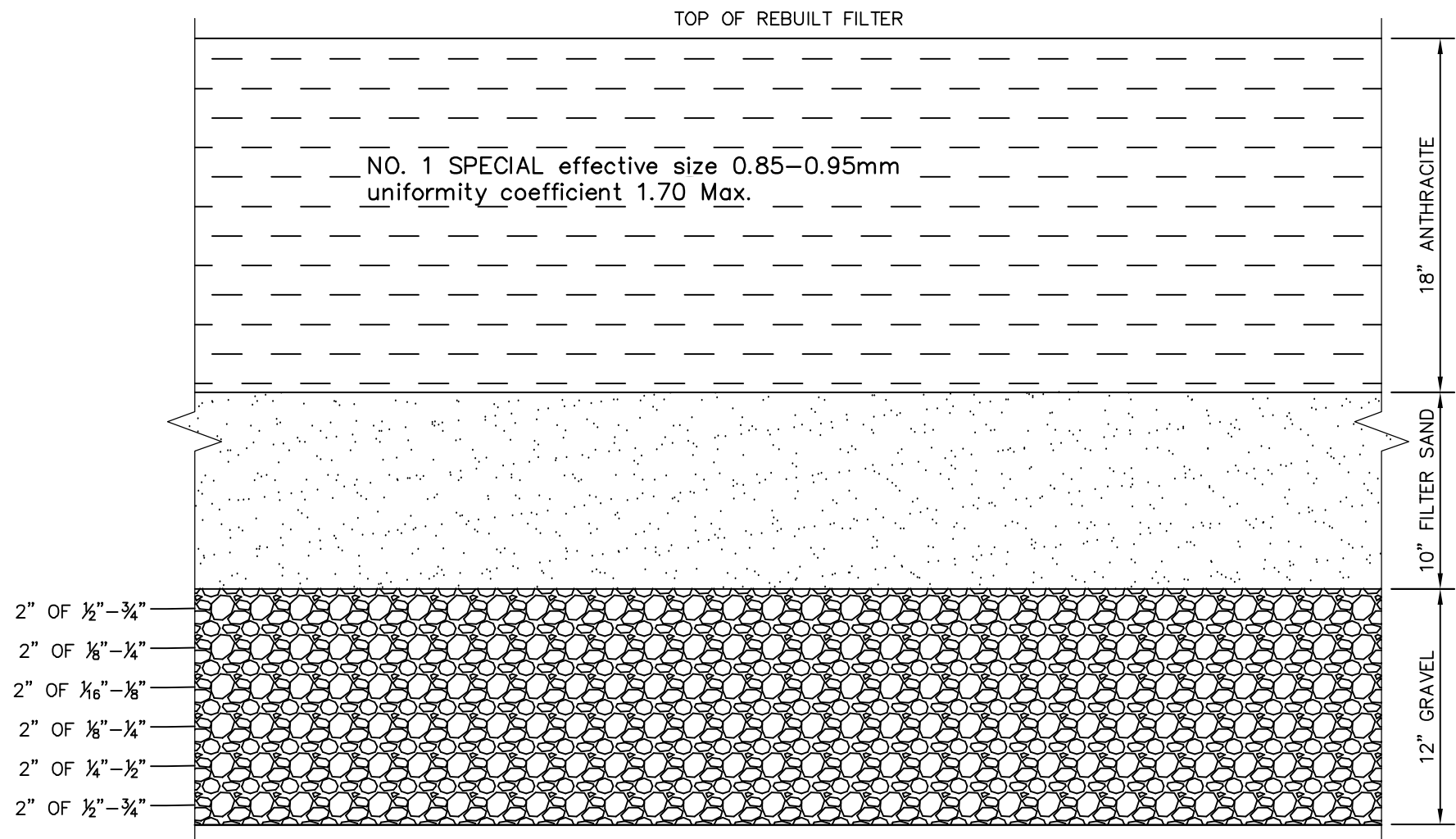
Air Scour Rehabilitation (Typ. All 6 Filters)

Scale: 3/8" = 1'-0"

NOTES

FILTERS NO. 1-6

- CONTRACTOR SHALL REMOVE ALL EXISTING ANTHRACITE, SAND, AND GRAVEL FROM FILTER.
- CONTRACTOR SHALL REMOVE EXISTING AIR SCOUR PIPING.
- CONTRACTOR SHALL REPAIR UNDERDRAINS AND GROUT FILLET AS NECESSARY.
- CONTRACTOR SHALL COAT INTERIOR WALLS OF THE FILTER AND TROUGH PER THE SPECIFICATIONS.
- CONTRACTOR SHALL INSTALL NEW AIR SUPPLY PIPING, HEADER, AND AIR DROPS.
- CONTRACTOR SHALL INSTALL NEW ANTHRACITE AND SAND.
- CONTRACTOR SHALL COAT AIR SCOUR PIPING PER SPECIFICATIONS.



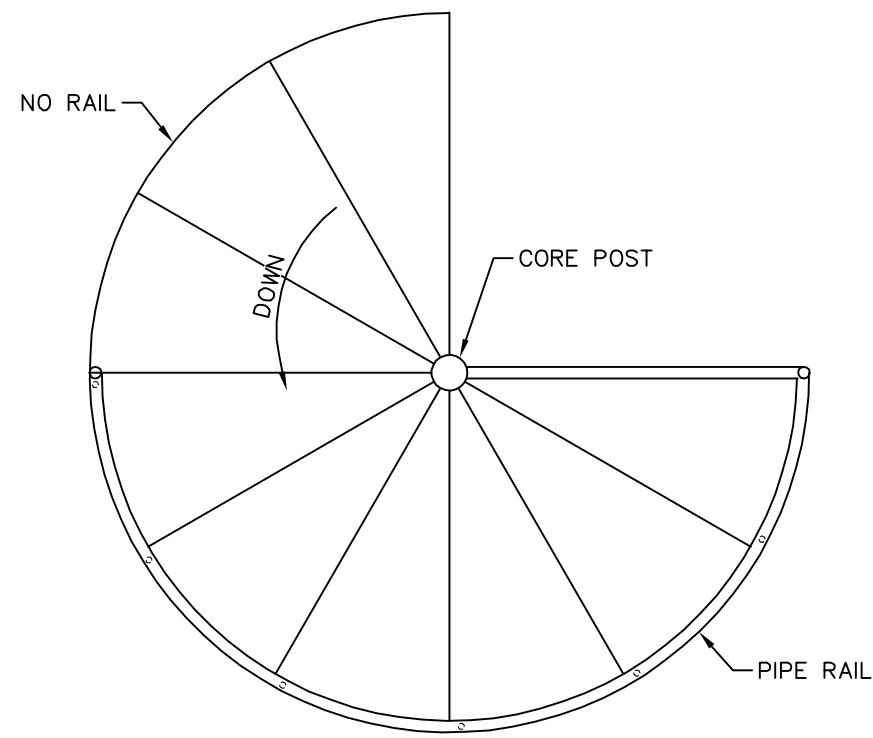
Air Scour Filter Drain - Detail

Scale: 1/2" = 1'-0"

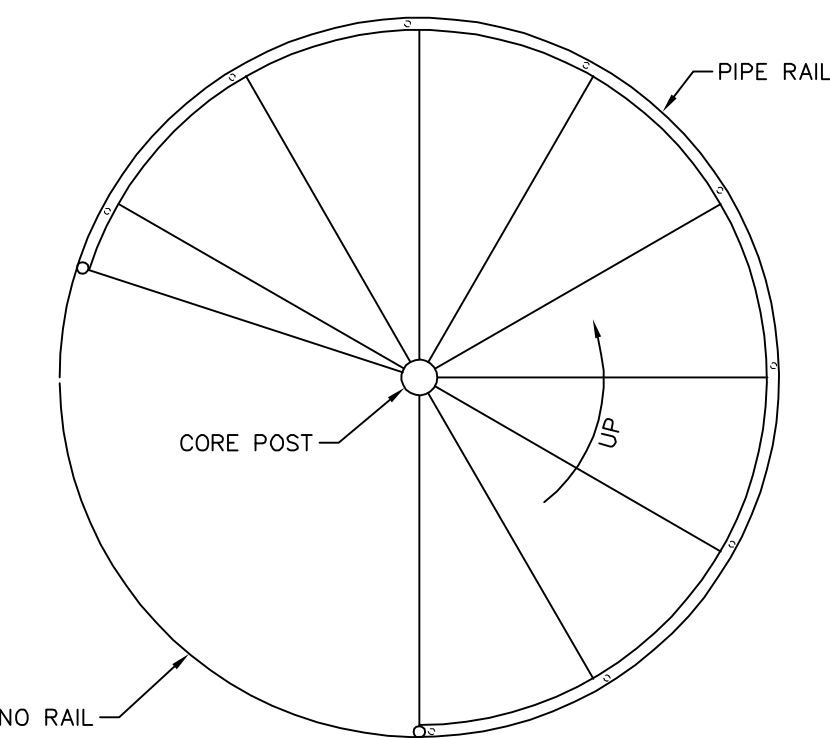
NOTES

- AIR HEADER PIPE AND RISER MATERIAL TO BE SCHEDULE 5 304 SS.
- PROPOSED DESIGN OF AIR HEADER PIPE, RISER PIPES AND PIPE SUPPORTS TO BE SUBMITTED TO THE ENGINEER FOR APPROVAL.
- ALL BOLTS, NUTS AND WASHERS SHALL BE TYPE 304 SS.
- LOCATION OF AIR HEADER PIPE IN FILTER TO BE DETERMINED BY THE CONTRACTOR AND SUBMITTED TO THE ENGINEER FOR APPROVAL.
- NO MORE THAN ONE (1) FILTER SHALL BE OUT OF SERVICE AT ANY TIME.

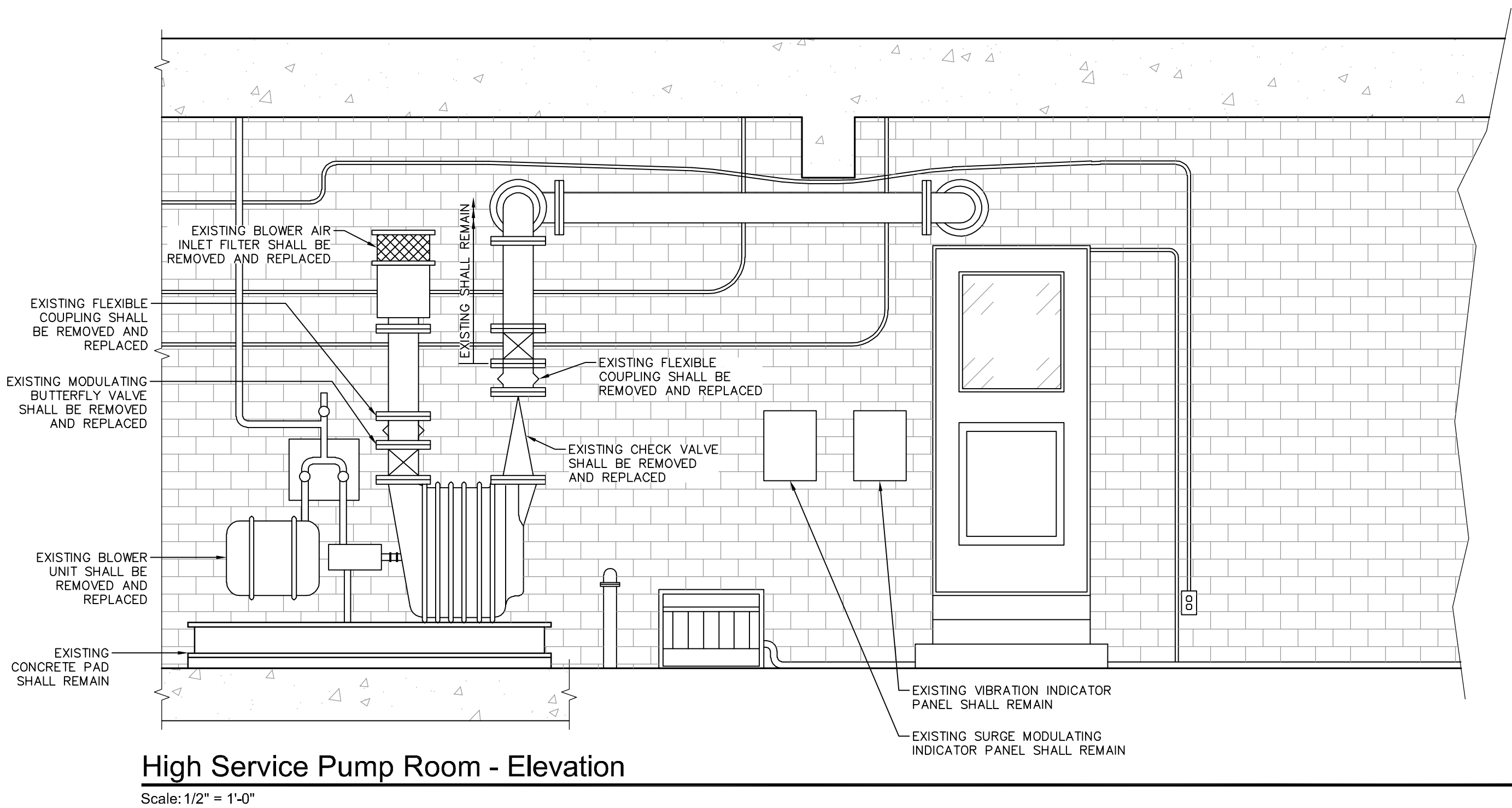
NO.	DATE	DESCRIPTION	BY
MAIN BUILDING FILTERS REHABILITATION			
WATER PLANT #1 REHAB. PHASE 1			
CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			
sdw Engineering Progress			
301 Second Ave., Hattiesburg, MS 39401 (p) 601.544.1821 (f) 601.544.0501 sd-w.com			
Drawn by:	RES/BAK	Checked by:	NMC
Date:	09-23-2020	Working No.:	MFR-1
Drawing No.:	1273-W015	Sheet No.:	9A



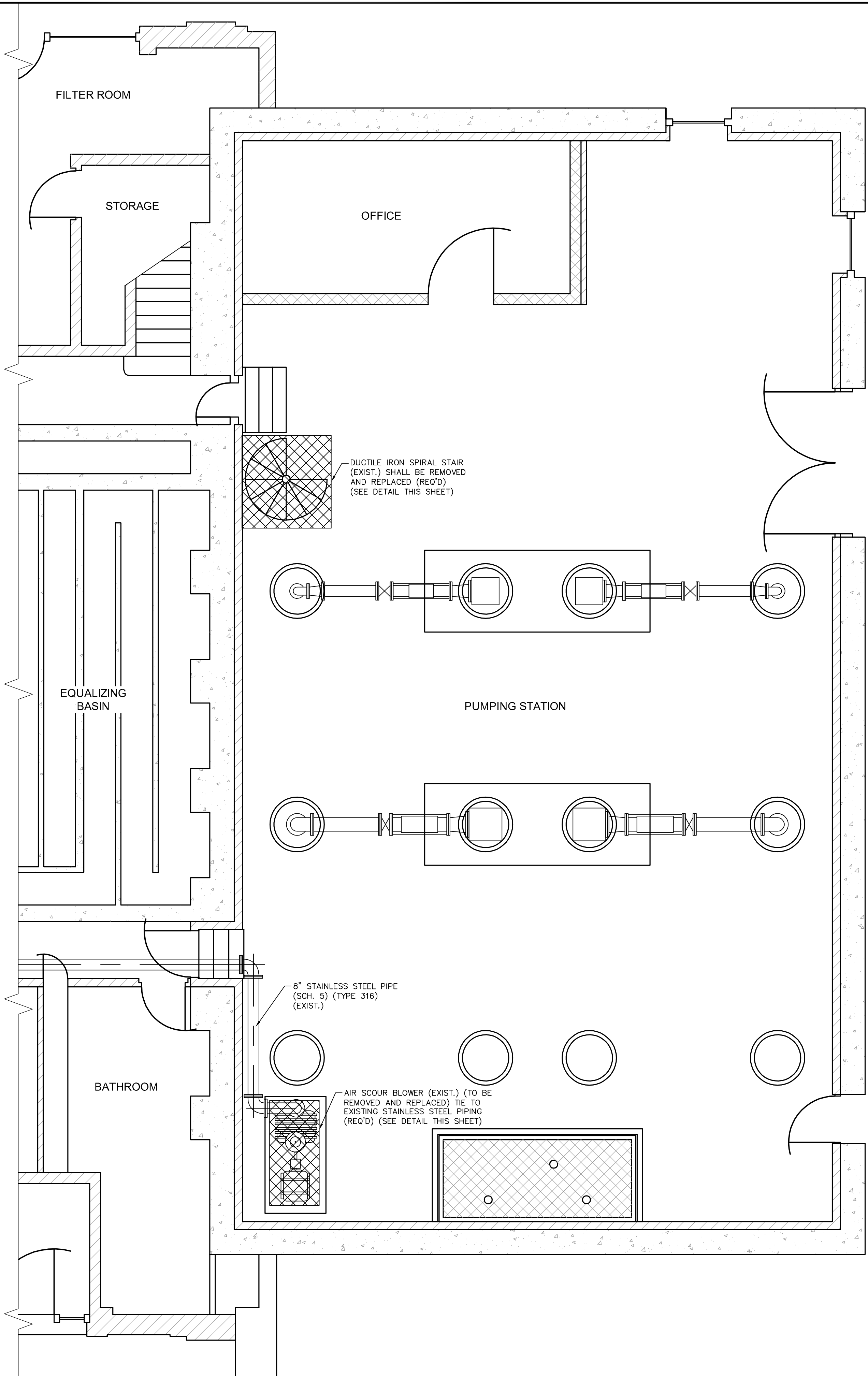
Spiral Stair - Pumping Station Floor Plan View
Scale: 3/4" = 1'-0"



Spiral Stair - Basement Plan View
Scale: 3/4" = 1'-0"

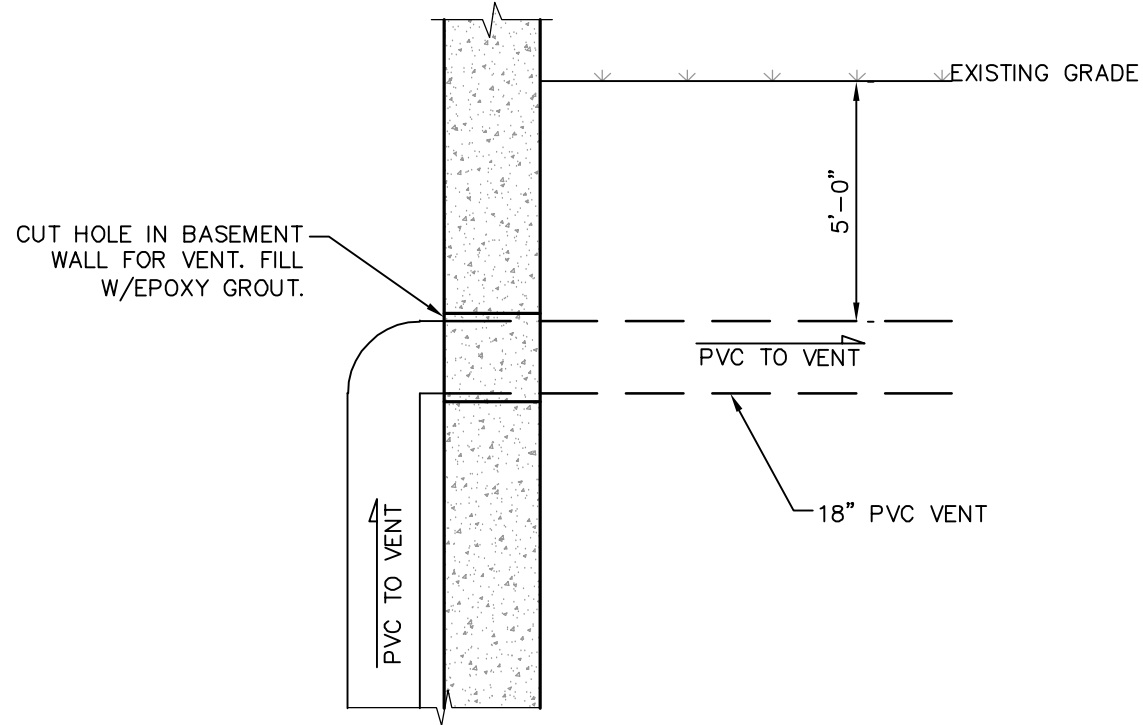


High Service Pump Room - Elevation
Scale: 1/2" = 1'-0"



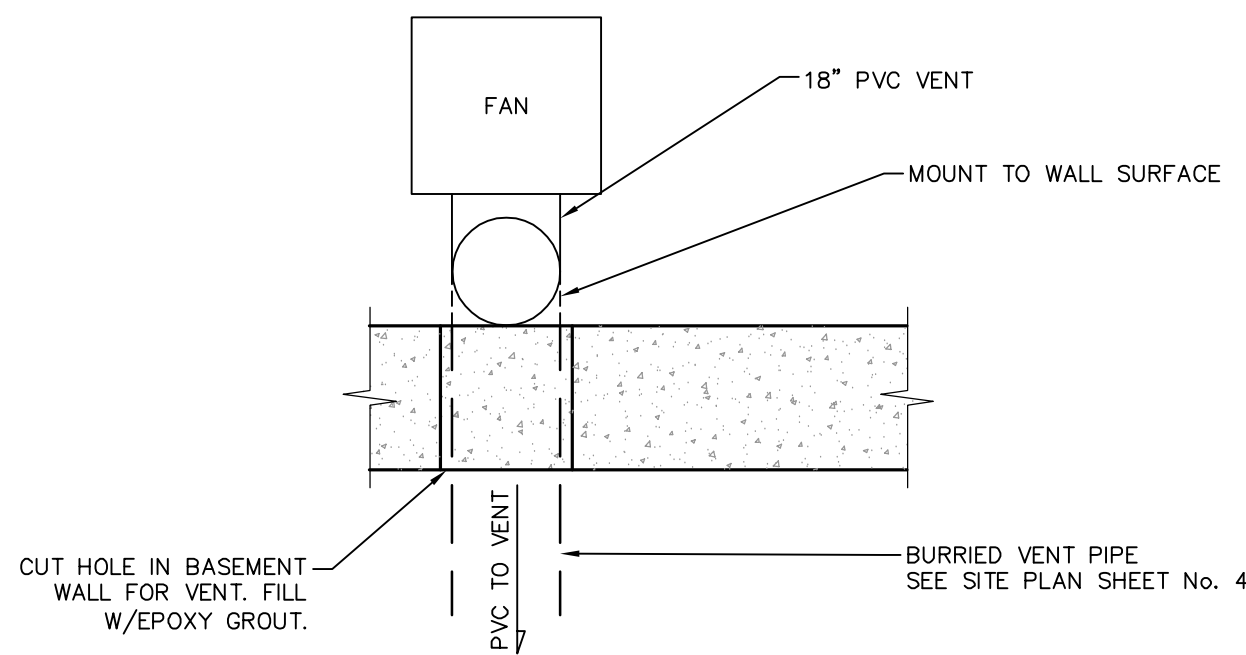
Pumping Station 1st Floor Plan
Scale: 1/4" = 1'-0"

NO.	DATE	DESCRIPTION	BY
PUMPING STATION REHABILITATION			
WATER PLANT #1 REHAB. PHASE 1			
CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			
 Engineering Progress			
301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 (f) 601.544.0501 sd-w.com			
Drawn by:	RES/BAK	Checked by:	NMC
Date:	09-23-2020	Working No.	MPS-1
Drawing No.:	1273-W015	Sheet No.	9B



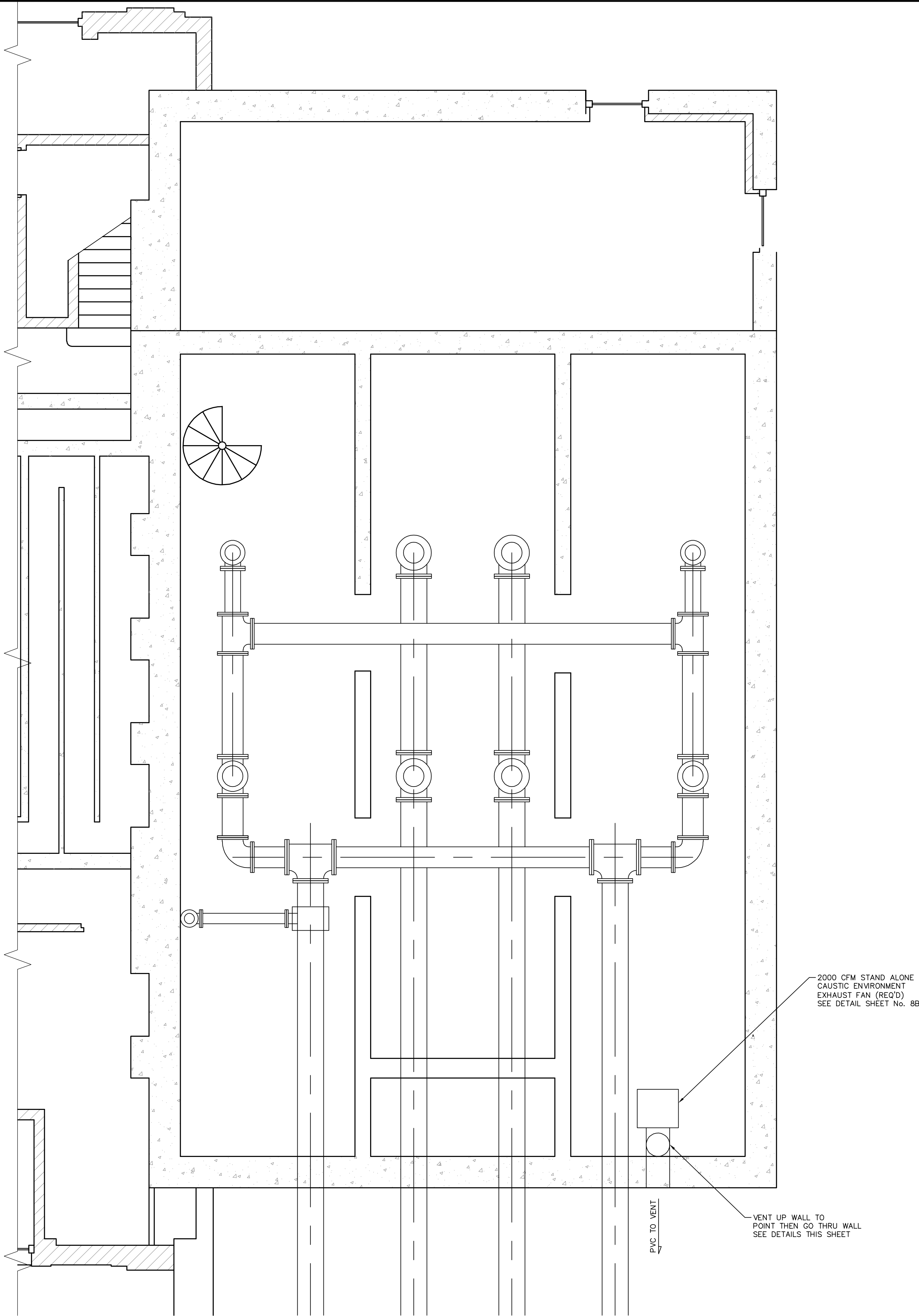
Side Exhaust Vent Detail

Scale: 1/4" = 1'-0"



Top Exhaust Fan/Vent Detail

Scale: 3/8" = 1'-0"

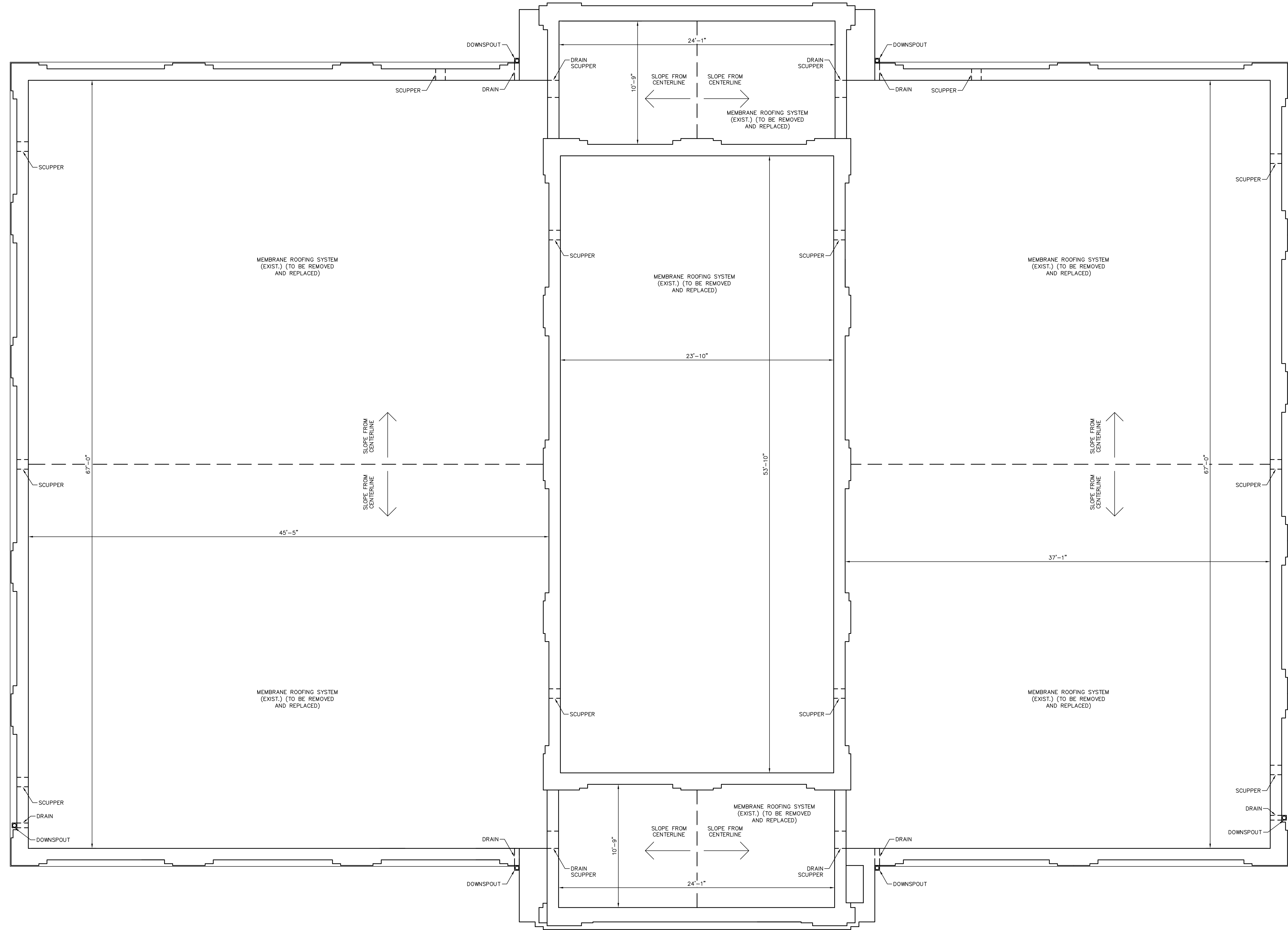


Pumping Station Basement Plan

Scale: 1/4" = 1'-0"

NO.	DATE	DESCRIPTION	BY
PUMPING STATION REHABILITATION			
WATER PLANT #1 REHAB. PHASE 1			
CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			
sdw Engineering Progress 301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 (f) 601.544.0501 sd-w.com			
Drawn by: RES/BAK		Checked by: NMC	Scale: AS NOTED
Date: 09-25-2020		Working No. MPS-2	
Drawing No.: 1273-W015		Sheet No. 9C	

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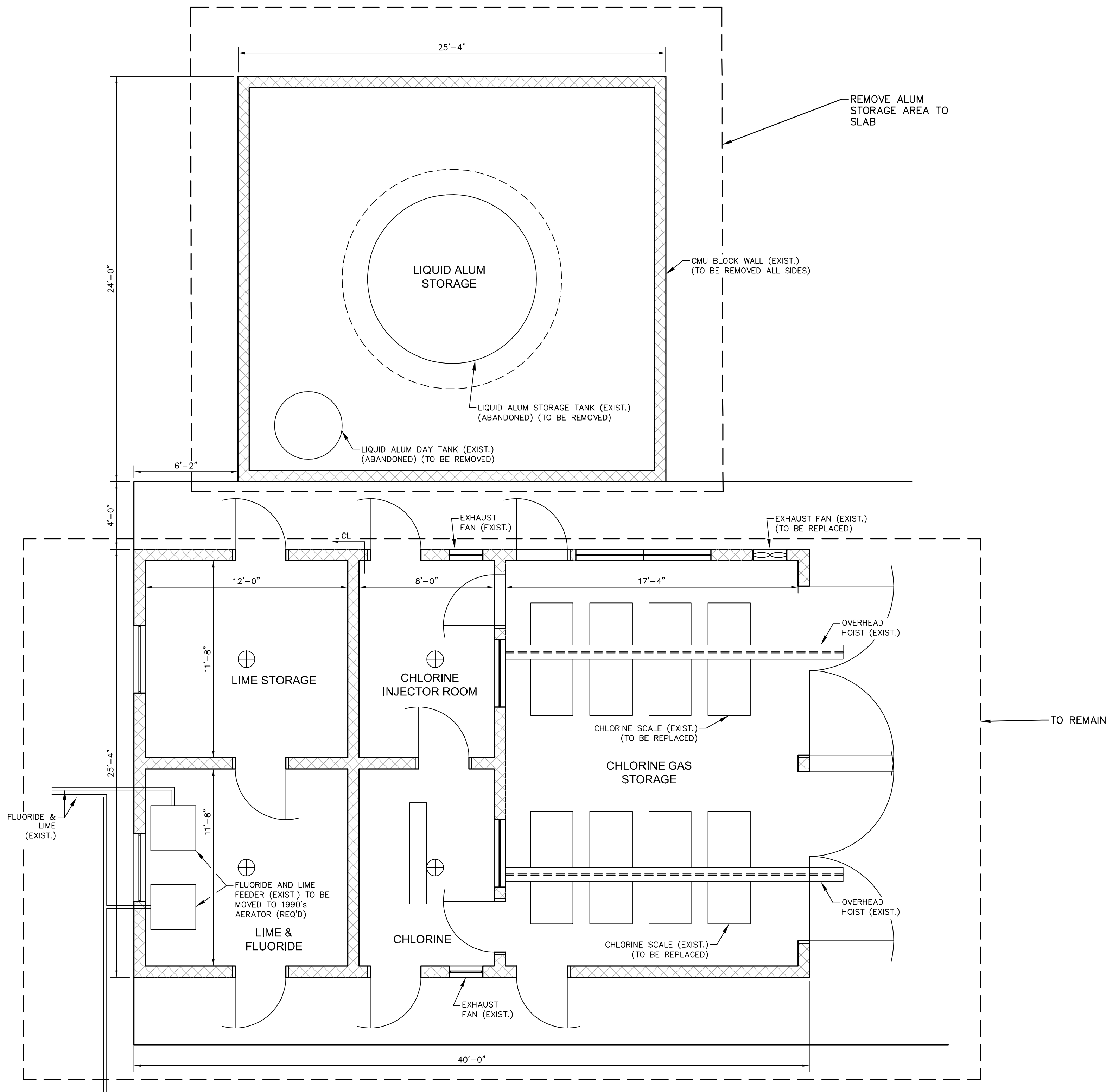
Roof Layout

Scale: 1/4" = 1'-0"

ROOFING NOTES

1. REMOVE EXISTING GRAVEL SURFACE BUILT UP ROOF (BUR) AND PRIME CONCRETE DECKS.
2. MOP 1/8" TAPERED INSULATION WITH 1-1/2" MINIMUM THICKNESS. DRAIN TO SCUPPERS AND DRAINS.
3. MOP COVERBOARD.
4. MOP 2 PLY SBS MODIFIED BITUMEN.
5. FLASH PER MANUFACTURER'S REQUIREMENTS.

NO.	DATE	DESCRIPTION	BY
MAIN BUILDING ROOFING			
WATER PLANT #1 REHAB. PHASE 1			
CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			
sdw Engineering Progress 301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 (f) 601.544.0501 sd-w.com			
Drawn by: RES/BAK		Checked by: NMC	Scale: AS NOTED
Date: 09-23-2020		Working No. MRF-1	
Drawing No.: 1273-W015		Sheet No. 9D	

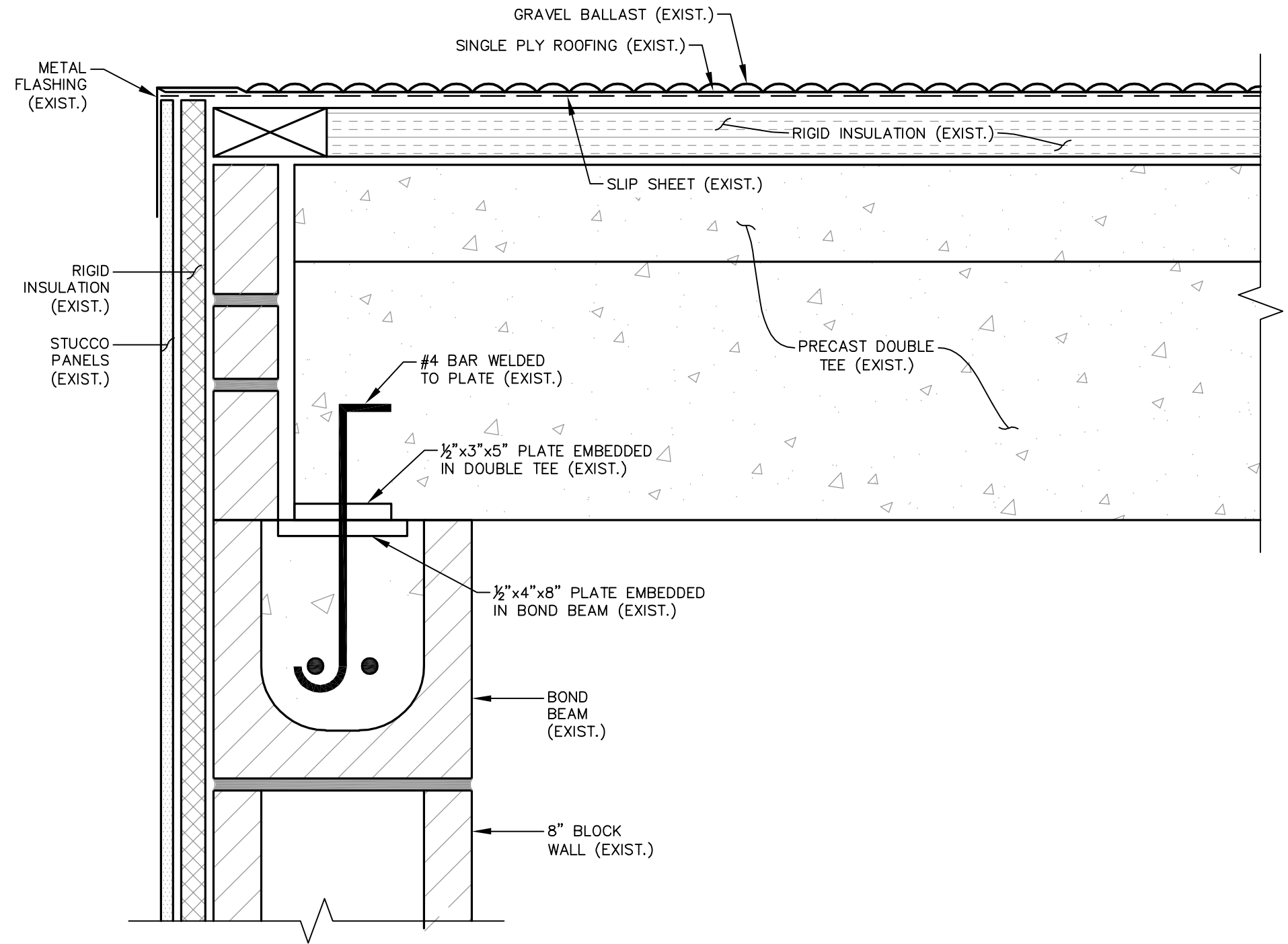


Chemical Building Plan

Scale: 1/4" = 1'-0"

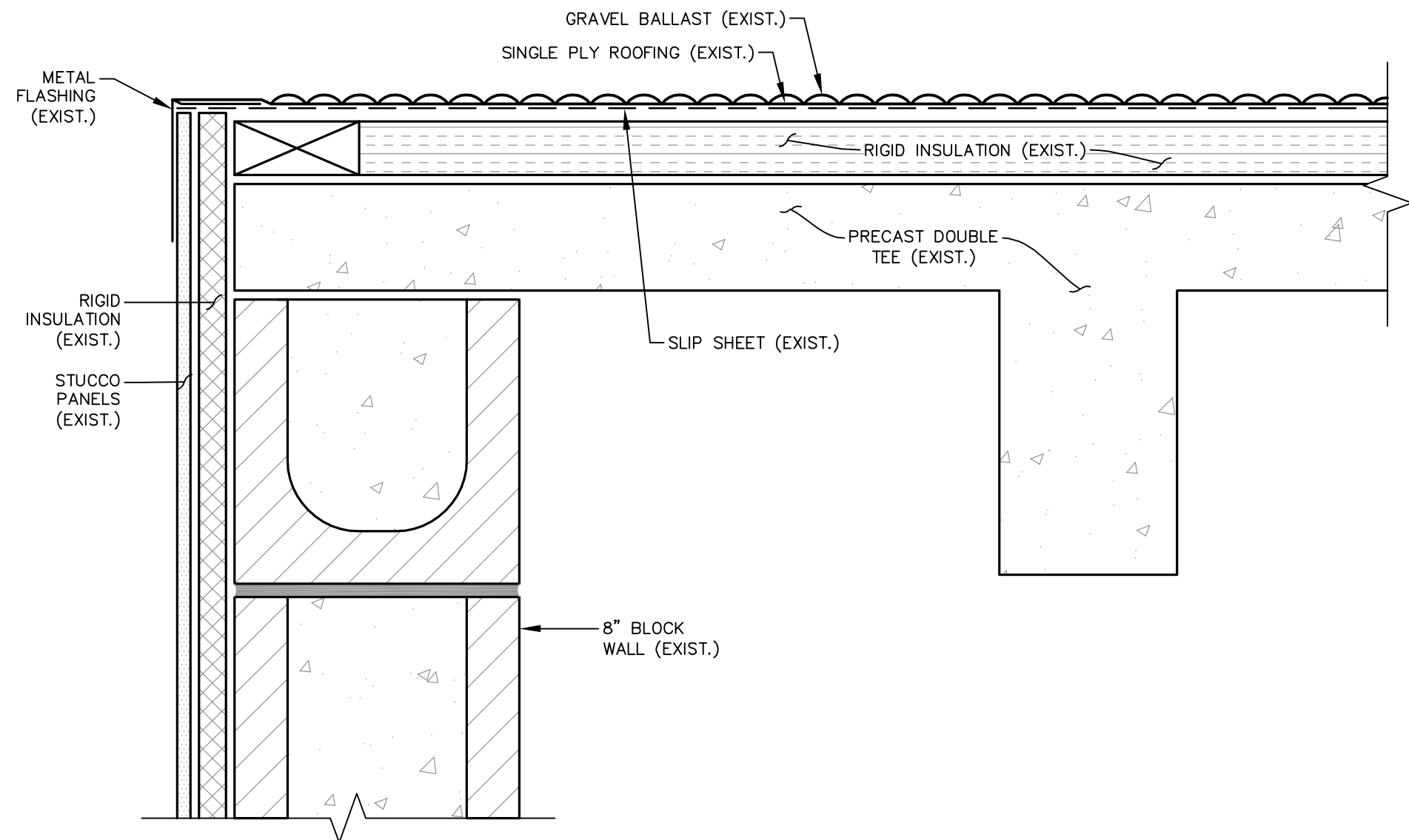


NO.	DATE	DESCRIPTION	BY
CHEMICAL BUILDING			
WATER PLANT #1 REHAB. PHASE 1			
CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			
 Engineering Progress			
301 Second Ave., Hattiesburg, MS 39401 (p) 601.544.1821 (f) 601.544.0501 sd-w.com			
Drawn by: RES/BAK		Checked by: NMC	Scale: AS NOTED
Date: 09-24-2020		Working No. CBR-1	
Drawing No.: 1273-W015		Sheet No. 10	



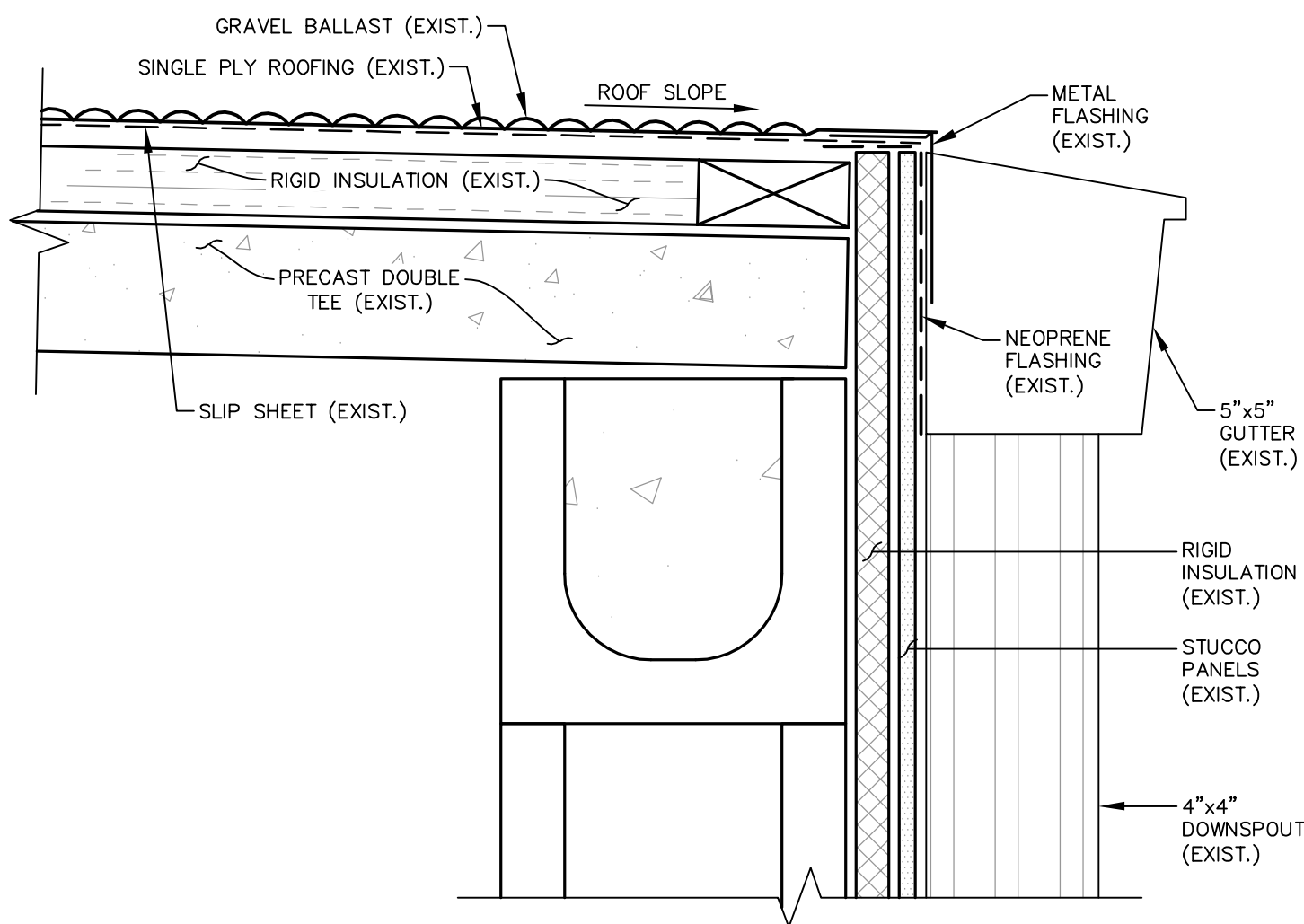
Detail A-A

Scale: 3" = 1'-0"



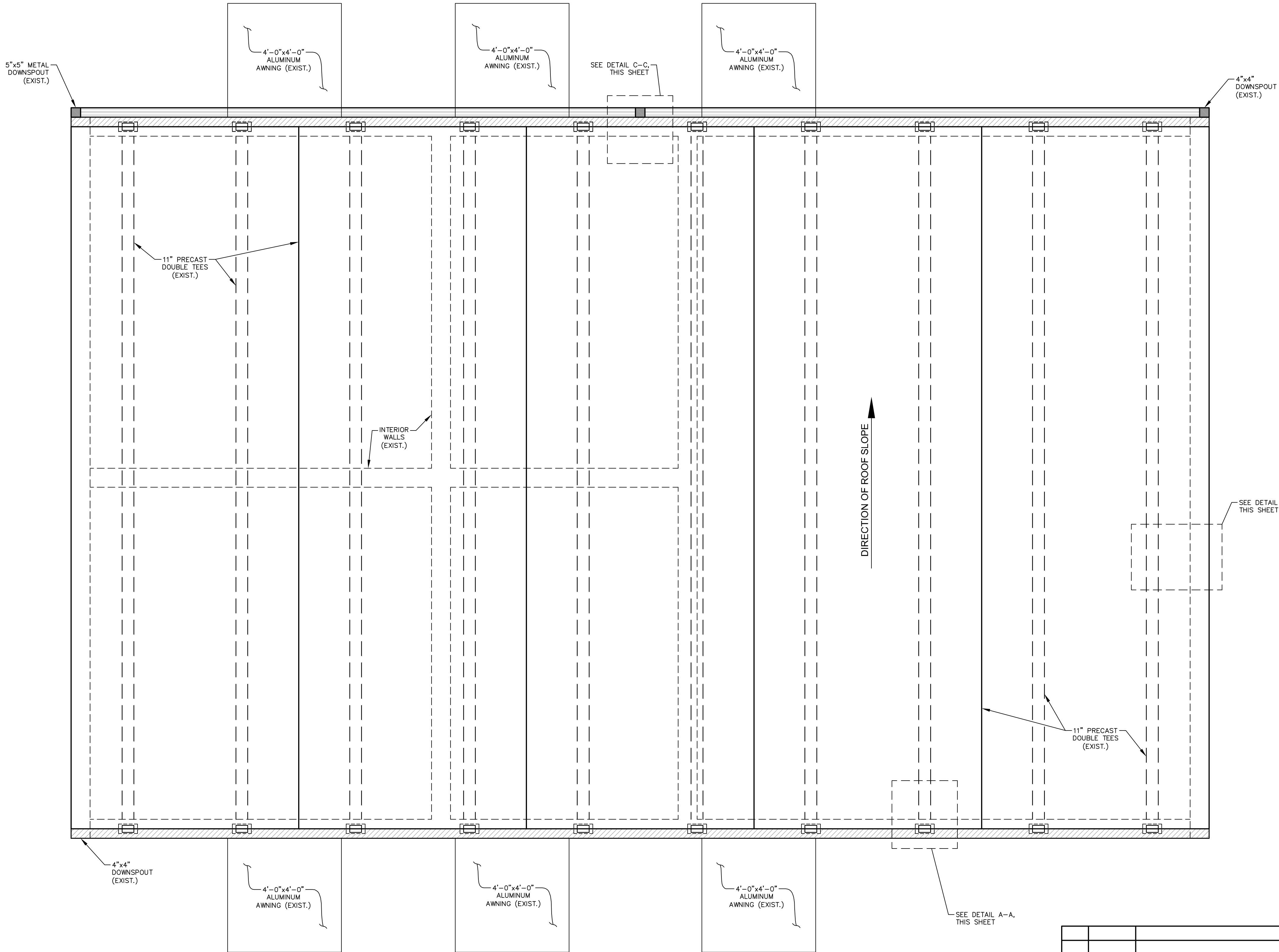
Detail B-B

Scale: 3" = 1'-0"



Detail C-C

Scale: 3" = 1'-0"



Chemical Building Roof Plan

Scale: 1/2" = 1'-0"

GENERAL NOTES

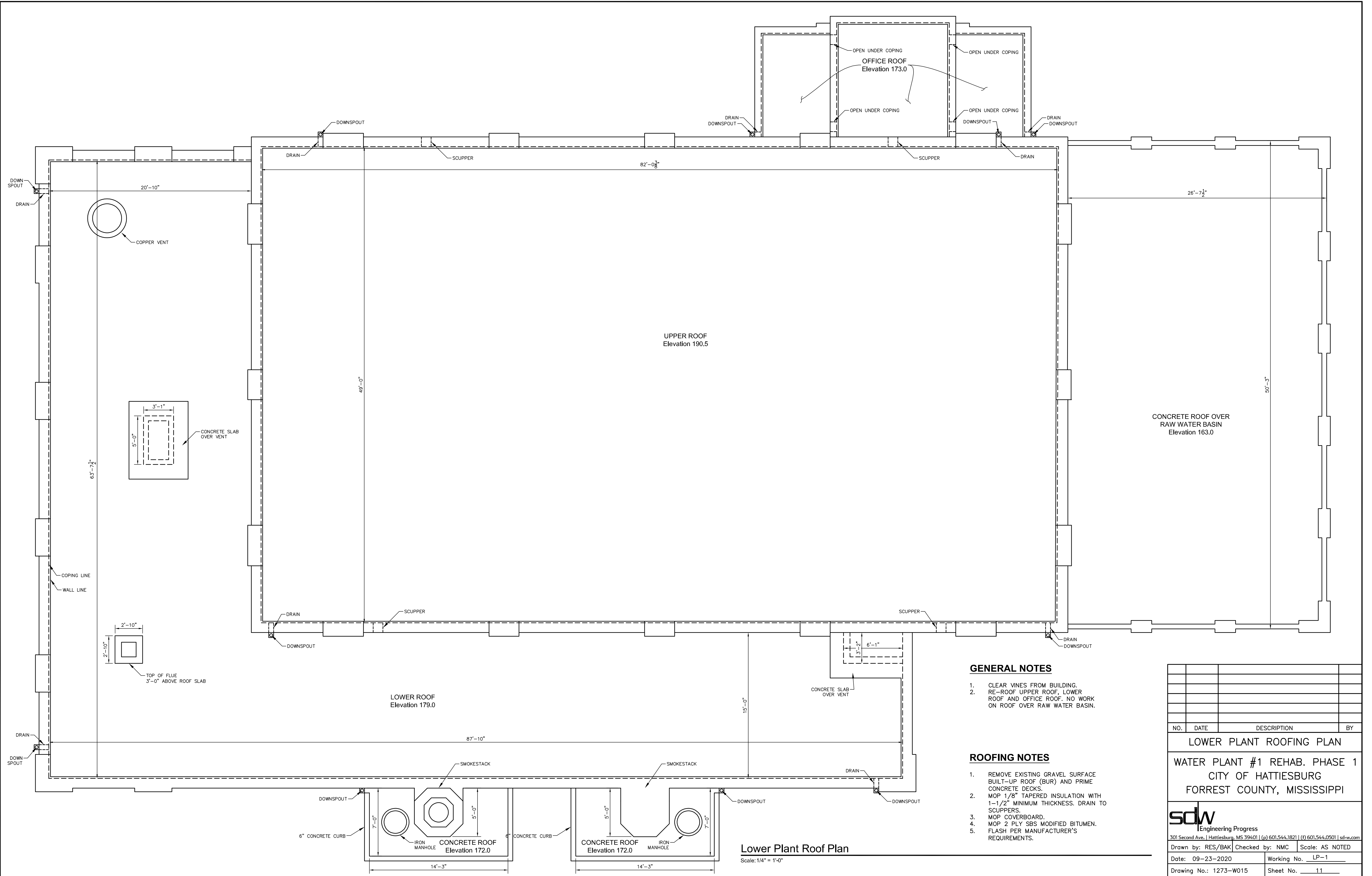
1. CLEAR VINES FROM BUILDING.
2. RE-ROOF UPPER ROOF.

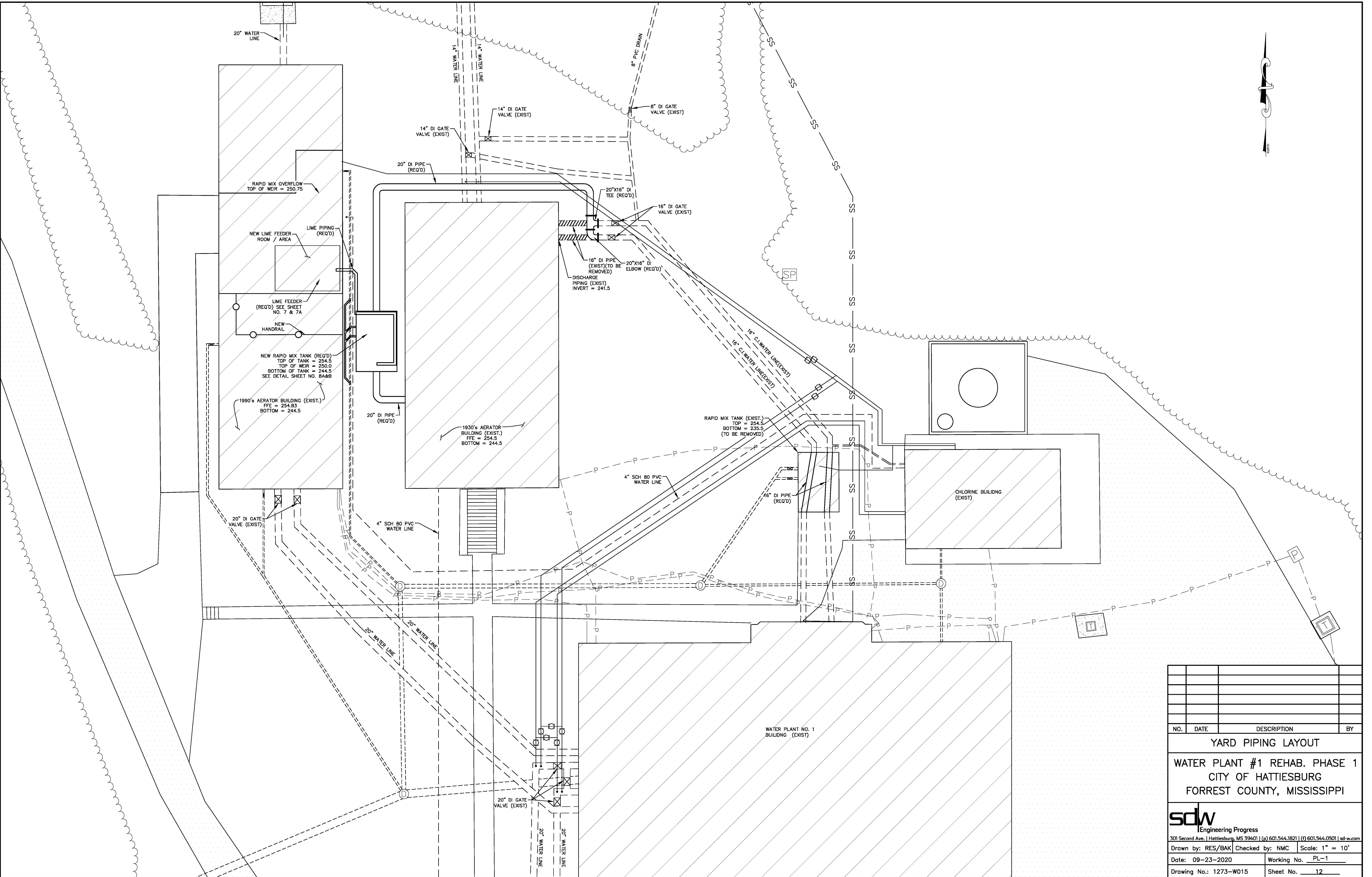
ROOFING NOTES

1. REMOVE EXISTING GRAVEL SURFACE BUILT-UP ROOF (BUR) AND PRIME CONCRETE DECKS.
2. MOP 1/8" TAPERED INSULATION WITH 1-1/2" MINIMUM THICKNESS. SLOPE TO GUTTER.
3. MOP COVERBOARD.
4. MOP 2 PLY SBS MODIFIED BITUMEN.
5. FLASH PER MANUFACTURER'S REQUIREMENTS.

NO.	DATE	DESCRIPTION	BY
CHEMICAL BUILDING ROOFING PLAN			
WATER PLANT #1 REHAB. PHASE 1			
CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			
sdw Engineering Progress 301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 (f) 601.544.0501 sd-w.com			
Drawn by: RES/BAK		Checked by: NMC	Scale: AS NOTED
Date: 09-23-2020		Working No. CBR-2	
Drawing No.: 1273-W015		Sheet No. 10A	

G:\PROJECTS\Hattiesburg_City of 1273-W015 - Water Plant #1 Rehabilitation\1273-W015 CAD Files\Phase 1\1273-W015 Lower plant.dwg, PLOT: 9/23/2020 8:49:19 AM





NO.	DATE	DESCRIPTION		BY
YARD PIPING LAYOUT				
WATER PLANT #1 REHAB. PHASE 1				
CITY OF HATTIESBURG				
FORREST COUNTY, MISSISSIPPI				
sdw Engineering Progress 301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 (f) 601.544.0501 sd-w.com				
Drawn by: RES/BAK		Checked by: NMC	Scale: 1" = 10'	
Date: 09-23-2020		Working No.	PL-1	
Drawing No.: 1273-W015		Sheet No. 12		

2021 MAR -1 PM 2:10



Engineering Progress

SPECIFICATIONS AND CONTRACT DOCUMENTS

FOR

WATER PLANT #1
REHABILITATION
PHASE 1

FOR THE

CITY OF HATTIESBURG

FEBRUARY 2021



PREPARED BY:

SHOWS, DEARMAN & WAITS, INC.
CONSULTING ENGINEERS

APPROVED
BUREAU OF PUBLIC WATER SUPPLY
OFFICE OF ENVIRONMENTAL HEALTH
MISSISSIPPI STATE DEPARTMENT OF HEALTH

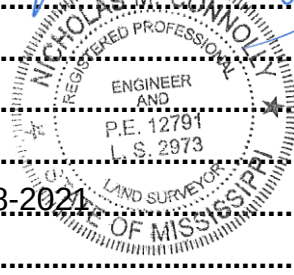
3/15/2021

Harry D. Gong

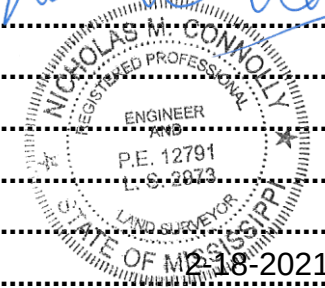
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Nicholas M. Connolly



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ADVERTISEMENT FOR BIDS

NOTICE is hereby given that the City Clerk of the **City of Hattiesburg**, Mississippi, will receive sealed bids until **10:00 A.M. on May 13th, 2021** in City Council Chambers at City Hall, 200 Forrest Street, Hattiesburg, MS 39401, and then at said location will open and read aloud bids received for furnishing the City's requirements for the following:

WATER PLANT #1 REHABILITATION PHASE 1

Official bid documents can be purchased from www.sd-wprojects.com. Electronic bids can be submitted at www.sd-wprojects.com. For any questions relating to the electronic bidding process, please call Plan House at 662-407-0193. All bids must be accompanied by bid security equal to 5% of the amount of the bid, in the form of a certified check, cashier's check or a bid bond written by a company properly licensed in Mississippi.

Each BID must be received sealed and marked EXACTLY as follows:

BID: WATER PLANT #1 REHABILITATION PHASE 1

The PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS may be examined at the following locations:

1. City Clerk's Office, City Hall, 200 Forrest Street, Hattiesburg, MS 39401
2. MSDH/DWSRF 570 E Woodrow Wilson Jackson MS (Call Anna Yamat 601-576-7518.
3. Shows, Dearman & Waits, Inc., 301 Second Avenue, Hattiesburg, MS 39401

The BID SCHEDULE may be examined at the following locations:

- A. Mississippi Procurement Technical Assistance Program (MPTAP)
Mississippi Development Authority, Minority & Small Business Development
Woolfolk Building
501 North West Street, Suite B 01, Jackson, MS
Contact: Carlyn McGee, 601-359-3448
- B. South MS Contract Procurement Center (SMCPC)
1636 Popp's Ferry Road, Suite 203, Biloxi, MS 39532
Contact: Brianna Ladner, 228-396-1288

Minority and women's business enterprises are solicited to bid on this contract as prime contractors and are encouraged to make inquiries regarding potential subcontracting

opportunities and equipment, material and/or supply needs.

This contract is funded in whole or in part by funds from the Consolidated Appropriations Act of 214 (H.R. 3547); therefore, this project must comply with the American Iron and Steel requirements of the Act.

Any contract or contracts awarded under this invitation for bids are expected to be funded in whole or in part by anticipated funds from the Drinking Water System Improvements Revolving Loan Fund (DWSIRLF) Loan Program from the State of Mississippi. Neither the State of Mississippi, the Local Governments and Rural Water System Improvements Board, nor any of their employees is or will be a party to this invitation for bids or any resulting or related contracts. This procurement will be subject to all applicable sections of the Mississippi Code of 1972, Annotated, as they apply to local governments, in accordance with Appendix D of the DWSIRLF Program Regulations.

PUBLISHED by Order of the Council on the 6th day of April A.D., 2021.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
Kermas Eaton, City Clerk

Publish on April 14th and April 21st, 2021 .
City of Hattiesburg
Return PROOF to City Clerk's office
PO Box 1898
Hattiesburg, MS 39403

INFORMATION FOR BIDDERS

BIDS will be received by the CITY OF HATTIESBURG, MISSISSIPPI herein called the "OWNER", at City Hall until 10:00 A.M. on May 13th, 2021 , and then at said office publicly opened and read aloud.

Each BID must be submitted in sealed envelope, addressed to the City Clerk of said City. Each sealed envelope containing a BID must be plainly marked on the outside as BID for **WATER PLANT #1 REHABILITATION, PHASE 1** and the envelope should bear on the outside the BIDDER'S name, address, and license number if applicable. If forwarded by mail, the sealed BID shall be included in a delivery package addressed to the Owner at 200 Forrest Street, Hattiesburg, MS 39401.

All BIDS must be made on the required BID form. All blank spaces for BID prices must be filled in, in ink or typewritten, and the BID form must be completed and executed when submitted. Only one copy of the BID form is required.

The OWNER may waive any informalities or minor defects or reject any and all BIDS. Any BID may be withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered. No BIDDER may withdraw a BID within 60 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the OWNER and the BIDDER.

BIDDERS must satisfy themselves of the accuracy of the estimated quantities in the BID Schedule by examination of the site and a review of the drawings and specifications including ADDENDA. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of WORK or of the nature of the WORK to be done.

The OWNER shall provide to BIDDERS prior to BIDDING, all information which is pertinent to, and delineates and describes, the land owned and rights-of-way acquired or to be acquired.

The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent, or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the contract.

Each BID must be accompanied by a BID BOND payable to the OWNER for five percent (5%) of the total amount of the BID. As soon as the BID prices have been compared, the

OWNER will return the BONDS of all except the three lowest responsive, responsible BIDDERS. When the Agreement is executed the BONDS of the two remaining unsuccessful BIDDERS will be returned. The BID BOND of the successful BIDDER will be retained until the PAYMENT BOND and PERFORMANCE BOND have been executed and approved, after which it will be returned. A certified check may be used in lieu of a BID BOND.

A PERFORMANCE BOND and a PAYMENT BOND, each in the amount of 100 percent (100%) of the CONTRACT PRICE, with a corporate surety approved by the OWNER, will be required for the faithful performance of the contract.

Attorneys-in-fact who sign BID BONDS or PAYMENT BONDS and PERFORMANCE BONDS must file with each BOND a certified and effective dated copy of their Power of Attorney.

The party to whom the contract is awarded will be required to execute the Agreement and obtain the PERFORMANCE BOND and PAYMENT BOND within ten (10) calendar days from the date when NOTICE OF AWARD shall be accompanied by the necessary Agreement and BOND forms. In case of failure of the BIDDER to execute the Agreement, the OWNER may consider the BIDDER in default, in which case the BID BOND accompanying the proposal shall become the property of the OWNER.

The OWNER within ten (10) days of receipt of acceptable PERFORMANCE BOND, PAYMENT BOND and Agreement signed by the party to whom the Agreement was awarded, shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the OWNER not execute the Agreement within such period, the BIDDER may by WRITTEN NOTICE withdraw the signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER.

The NOTICE TO PROCEED shall be issued within ten (10) days of the execution of the Agreement by the OWNER. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period; the time may be extended by mutual agreement between the OWNER and CONTRACTOR. If the NOTICE TO PROCEED has not been issued within the ten (10) day period or within the period mutually agreed upon, the CONTRACTOR may terminate the Agreement without further liability on the part of either party.

The OWNER may make such investigations as deemed necessary to determine the ability of the BIDDER to perform the WORK, and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the Agreement and to complete the WORK contemplated therein.

A conditional or qualified BID will not be accepted.

Award will be made to the lowest responsible BIDDER.

All applicable Laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the contract throughout.

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to his BID.

FURTHER, the BIDDER agrees to abide by the requirements under Executive Order No. 11246, as amended, including specifically the provisions of the equal opportunity clause set forth in the SUPPLEMENTAL GENERAL CONDITIONS.

The low BIDDER shall supply the names and addresses of major material SUPPLIERS and SUBCONTRACTORS when required to do so by the OWNER.

The ENGINEER is SHOWS, DEARMAN & WAITS, INC. The address of the ENGINEER is 301 2nd Avenue, Hattiesburg, MS 39401.

American Iron and Steel Requirements: This contract is funded in whole or in part by funds from the Consolidated Appropriations Act of 2014 (H.R. 3547). Section 436 states: (a)(1) None of the funds made available by a State drinking water treatment revolving loan fund as authorized by section 1452 of the Safe Drinking Water Act (42 U.S.C. 300j-12) shall be used for a project for the construction, alteration, maintenance, or repair of a public water system or treatment works unless all of the iron and steel products used in the project are produced in the United States. (2) In this section, the term "iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

(b) Subsection (a) shall not apply in any case or category of cases in which the Administrator of the Environmental Protection Agency (in this section referred to as the "Administrator") finds that –

- (1) Applying subsection (a) would be inconsistent with the public interest;
- (2) Iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of satisfactory quality; or
- (3) Inclusion of iron and steel products in the United States will increase the cost of the overall project by more than 25 percent.

Minority Business and Women's Business Utilization Requirements: Positive efforts as required in the Drinking Water Systems Improvements Revolving Loan Fund Program Regulations shall be made by BIDDERS to utilize minority owned and women-owned

businesses as sources of construction, materials, supplies and services. Such efforts must allow these sources the maximum feasible opportunity to compete for subagreements and contracts. Documentation of efforts made to utilize minority and women-owned firms must be maintained by all BIDDERS.

The OWNER's goal for minority-owned business participation as a percentage of construction cost is 3.1%. The OWNER's goal for women-owned business participation is 1.1%.

The lowest qualified BIDDER must submit to the OWNER within 10 days after BID opening, proof of compliance with the Contract Provisions including required documentation regarding the use of minority and women's businesses. (Refer to "Section 4, Utilization of Disadvantaged Business Enterprises" of the "Supplemental General Conditions for Construction of the Drinking Water Systems Improvements Revolving Loan Fund Projects").

**U. S. CITIZENSHIP CERTIFICATION FOR DISADVANTAGED BUSINESS
ENTERPRISES**

I certify that _____ is
_____ MBE/WBE Company Name

a _____ owned business enterprise as defined in
Enter "Minority" or "Women"

Federal Regulations 40 CFR, Part 31. I further certify that I **am** a citizen of the United States of America (resident aliens are not eligible for minority or women owned business status under programs funded in part by DWSIRLF loans).

Signature of DBE Business Owner

Date

This form is required for a DBE firm that has not previously participated in a Drinking Water Systems Improvements Revolving Loan Fund funded project.

PROPOSAL FORM

I (we) agree to begin work within (10) calendar days after the issuance of Work Order, and to complete the work within 150 calendar days thereafter.

It is understood that the quantities of work listed for unit prices bid are approximate, and are intended to merely indicate the general scope of the various items entering into the complete work. It is further understood and agreed that the Owner may increase or decrease the quantities listed in the Proposal to an extent equivalent to 30% of the bid price (in dollars) and that no change in the unit prices proposed shall be occasioned thereby.

The undersigned further agrees that the unit and lump sum prices quoted include all items of work required or necessary for the accomplishment of the projected work and that these items include all work indicated on the Plans and Specifications for which no specific pay items have been established.

The undersigned certifies that the bid prices contained herein have been carefully checked and are submitted as correct and final.

If within sixty (60) days the scheduled closing time for receipt of bids, this Proposal is accepted, the undersigned will execute a formal contract within ten (10) days after official notification thereof, will deliver a surety bond for the faithful performance of this contract, and will complete the work within the time specified from the date of execution of the contract.

Respectfully Submitted,

Name of Firm or Bidder

By: _____

Address

City, State, Zip-Code

Note: All materials and components shall be a product of the U.S.A.

PROPOSAL

WATER PLANT #1 REHABILITATION PHASE 1

ITEM No.	DESCRIPTION	QUAN-TITY	UNIT	UNIT PRICE	EXTENSION
1	Existing Rapid Mix Tank Demolition	1	LS		
2	Demolish Alum Storage Area	1	LS		
3	New Rapid Mix Tank	1	LS		
4	Yard Piping	1	LS		
5	Lime Feed System	1	EA		
6	Removal of Lime Feed System	1	LS		
7	Filter Rehabilitation including Air Scour	6	EA		
8	Air Scour Blower and Appurtenances	1	LS		
9	Spiral Staircase	1	LS		
10	Exhaust Fan and Piping to Vent	1	LS		
11	Re-roof Lower Plant Building	1	LS		
12	Re-roof Main Building	1	LS		
13	Re-roof Chemical Building	1	LS		
14	Re-roof 1930's Aerator Building	1	LS		

TOTAL BID: (\$) _____

Bid Respectfully Submitted, Name of Firm or Bidder: _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS: that we, the undersigned, _____
_____ Principal, and _____ as Surety, are
hereby held and firmly bound unto City of Hattiesburg as Owner in the penal sum of 5%
(Five Percent) for payment of which, well and truly to be made, we hereby jointly and
severally bind ourselves, successors and assigns.

Signed, this _____ day of _____, 20_____.

The Condition of the above obligation is such that whereas the Principal has submitted to
_____ a certain BID, attached hereto and hereby
made a part hereof to enter into a contract in writing, for the following project:

WATER PLANT #1 REHABILITATION PHASE 1

NOW, THEREFORE,

(a) If said BID shall be rejected, or

(b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year set forth above.

PRINCIPAL (L.S.)

SURETY

BY: _____

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current line (Circular 570 as amended) and be authorized to transact business in the state where the project is located

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 20__ by and between _____ hereinafter called the CONTRACTOR, and the **City of Hattiesburg, Mississippi** hereinafter called the OWNER, Witnesseth that the Contractor and the OWNER, for the consideration hereafter named and agrees as follows:

ARTICLE 1: SCOPE OF WORK

The Contractor agrees to furnish all tools, labor, equipment, materials, and supplies required to be furnished, and perform all work required under and in accordance with the plans entitled:

WATER PLANT #1 REHABILITATION PHASE 1

which are on file at the office of the OWNER, and the Specifications, Proposals, General and Special Conditions, attached hereto and made a part hereof as fully as though copied herein, under the direct supervision and to the entire satisfaction of the OWNER and in accordance with the Laws of the State of Mississippi.

ARTICLE 2: THE CONTRACT SUM

It is further agreed and understood by and between the parties hereunto that the OWNER agrees to pay and the Contractor agrees to accept full and final compensation for all work done under this agreement, the lump sum amount adjusted for variation of quantities at the unit prices named in the Proposal, which is hereto attached, such payment to be made in lawful money of the United States, at the time and in the manner hereinafter set forth.

ARTICLE 3: TIME OF COMPLETION

The Contractor agrees, for the consideration above expressed, to begin and complete the work within the time specified in the Proposal. If the Contractor fails to complete the work in the time specified, he shall pay the OWNER as **LIQUIDATED DAMAGES**, ascertained and agreed, and not in the nature of a penalty, the sum of **\$750** for each day delayed, which shall be deducted from the final amount to be paid under the contract; provided that the extension of time with the waiver of liquidation damages may be granted as provided for in the Specifications.

ARTICLE 4: PROGRESS PAYMENTS

The owner agrees to make progress payments during the construction as provided herein as follows:

The ENGINEER will on or before the tenth (10th) day of each month make an estimate of the value of the work done, based on contract prices.

The OWNER agrees to pay the CONTRACTOR 100% of the value of the work done each month, less five percent (5%) RETAINAGE until final acceptance of the work has been made).

ARTICLE 5: ACCEPTANCE AND FINAL PAYMENT

Upon receipt of written notice that the work is ready for final acceptance and inspection, the Engineer shall promptly make such inspection, and when he finds the work acceptable under the contract, and the contract fully performed, he shall promptly issue a final certificate, over his own signature, stating that the work provided for in this Contract has been completed and is accepted by him under the terms and conditions thereof. Then, the entire balance shall be due the Contractor within sixty (60) days the date of said final acceptance.

Before issuance of final certificate, the Contractor shall submit evidence satisfactory to the ENGINEER that all payrolls, materials, bills, and other indebtedness connected with the work have been paid.

The making and acceptance of the final payment shall constitute a waiver of all claims by the OWNER, other than those arising from unsettled liens, from faulty work or materials appearing within one (1) year after payment, or claims previously made and still unsettled.

If, after the work has been substantially completed, full completion thereof is materially delayed through no fault of the Contractor, and the Engineer, so certifies, the OWNER shall, upon certificate of the Engineer and without terminating the Contract, make payment of the balance due for that portion of the work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

ARTICLE 6: THE PERFORMANCE BOND

The Contractor agrees to furnish a bond, with an approved surety thereon guaranteeing the performance of this contract, in no less than one hundred percent (100%) of the amount of the Contract. Said Bond shall be conditioned on full and complete performance of the Contract, and for the payment of all labor and materials for a period of one (1) year after completion. The Surety on said Bond shall be a surety company of financial resources satisfactory to the OWNER and authorized to do business in the State of Mississippi.

ARTICLE 7: INSURANCE

The Contractor agrees to also carry Public Liability Insurance, Property Damage Insurance, and Workman's Compensation Insurance in amounts as required by the Specifications.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

OWNERS:

SEAL

City of Hattiesburg, Mississippi

BY _____

Title _____

ATTEST _____

CONTRACTOR:

SEAL

BY _____

Title _____

ATTEST _____

PAYMENT AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: THAT WE, the Undersigned (hereinafter called the Principal), a corporation, partnership or individual duly unauthorized by law to do business as a construction contractor in the State of Mississippi, and of (herein called the Surety), a corporation duly authorized to do a surety business under the laws of the State of Mississippi, are held and firmly bound unto City of Hattiesburg, (hereinafter called the Obligee), a _____ Municipality existing under the laws of the State of Mississippi, in the penal sum of _____ Dollars (_____) lawful money of the United States, for the payment of which well and truly to be made, the said Principal and the said Surety do hereby bind ourselves, our heirs, executors, administrators and assigns, jointly and severally, by these presents, as follows:

The Condition of this obligation is such that; whereas Principal by an instrument in writing attached here-to and bearing date of _____ has agreed with said Obligee to do all work necessary and to furnish labor, materials, tools, supplies and services to construct **WATER PLANT #1 REHABILITATION, PHASE 1** as shown on the Plans and specified thereby in the Specifications, Proposal and other Contract Documents hereto attached.

NOW THEREFORE, if said Principal shall well and truly in good, sufficient and workmanlike manner, and to the satisfaction of Obligee perform and complete the work required, and shall defend, indemnify and save harmless said Obligee against all damages, claims, demands, expense and charge of every kind (including claims of patent infringement) arising out of injury or damage to persons or property by reason or arising from any act, omission or neglect of said Principal, his agent, servants or employees with relation to said work; and shall pay all cost, charges, rentals and expenses for labor, material, supplies and equipment and deliver the said improvement to Obligee completed and ready for occupancy or operation, and free from all liens, encumbrances or claims for labor, material or otherwise; and shall pay all other expenses lawfully chargeable to Obligee by reason of any default or neglect of the said Principal in the relation of said agreement and said work, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED FURTHER, that the said surety for value received hereby stipulates and agrees that no charge, extension of time, alteration or addition to the terms of the Contract, or the work to be performed hereunder, or the Specifications accompanying the same, shall in any way affect its obligation on this bond and does hereby waive notice of any change, extension of time, alteration or addition to the terms of the Contract, or to the work, or to the Specifications.

PROVIDED FURTHER, that if Principal, his or its subcontractor or subcontractors fail to duly pay for any labor, materials, team hire, sustenance provisions or any other supplies or materials used or consumed by such Principal or his, their or its subcontractors in performance of the work contracted to be done, the Surety will pay the same in any amount not exceeding the sum specified in the bond, together with interest as provided by law.

IN WITNESS THEREOF: Said Principal and surety have hereunto set their hands and seals at _____ this _____ day of _____, 20__.

(SEAL)

WITNESSES:

TITLE

WITNESSES:

TITLE

PRINCIPAL

ADDRESS

Name of person executing for Principal

TITLE

SURETY

ADDRESS

Name of person executing for Surety

TITLE

NOTICE OF AWARD

TO: _____

Project Description: **WATER PLANT #1 REHABILITATION PHASE I**
 City of Hattiesburg, MS

The owner has considered the bid submitted by you for the above-described work in response to his/its "Advertisement for Bids" dated _____, and "Instructions to Bidders." You are hereby notified that your bid has been accepted for items in the amount of _____.

You are required by the "Instructions to Bidders" to execute the "Contract Agreement" and furnish the required contractor's "Payment and Performance Bond" and certificates of insurance within ten (10) calendar days from the date of this Notice to you. *(See "Contract Documents.")*

If you fail to execute said "Contract Agreement" and to furnish said bonds and certificates within ten (10) days from the date of this Notice, said owner will be entitled to consider all your rights arising out of the owner's acceptance of your bid as abandoned. The owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this "Notice of Award" to the owner.

Dated this _____ day of _____, 201__.

City of Hattiesburg
OWNER

by: _____
Mayor

ACCEPTANCE of NOTICE

Receipt of the above "Notice of Award" is acknowledged
by:

Contractor Authorized Signee

This the _____ day of _____, 20__.

Print Name

Title

NOTICE TO PROCEED

TO: _____ DATE: _____

Project: Water Plant #1 Rehabilitation Phase I

You are hereby notified to commence WORK in accordance with the Agreement dated _____, 20__ on or before _____, 20__, and you are to complete the WORK within _____ consecutive calendar days thereafter. The date of completion of all WORK is therefore _____, 20__.

CITY OF HATTIESBURG
OWNER

BY: _____

TITLE: Mayor

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by

_____ This the _____ day of _____, 20__.

Title:

Name: _____

GENERAL CONDITIONS

Wherever used in these “General Conditions” or in the other contract documents, the following terms shall have the meanings indicated, which shall be applicable to both the singular and plural thereof:

ARTICLE 1 DEFINITIONS

Acceptance: Acceptance by the owner of the work as being fully complete in accordance with the contract documents.

Agreement: The written agreement between the owner and the contractor covering the work to be performed; the contract documents, which are attached to and made a part of the agreement, also designated as the contract.

Addenda: Written or graphic instruments issued prior to the execution of the agreement, which modify and/or interpret any or all part thereof of the contract documents, drawings and specifications by addition, deletions, clarifications, and/or corrections.

Application for Payment: The form furnished by the engineer, which is to be used by the contractor in requesting progress payments. The “Application for Payment” form is submitted along with an affidavit by the contractor that progress payments theretofore received from the owner on account for completed work have been applied by the contractor to discharge in full all of the contractor’s obligations stated in prior “Application(s) for Payment.”

Approval: Accepts as satisfactory.

Bid: The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the work to be performed.

Bidder: Any person, firm, or corporation submitting a bid for the work.

Bonds: Bid, performance, and payment bonds and other instruments of security furnished by the contractor and contractor’s surety in accordance with the contract documents and in accordance with the law of the place/location of the project.

Change Order: A written order to the contractor signed by the owner authorizing an addition to, deletion of, or revision in the work, or an adjustment in the contract price or the contract time issued after execution of the agreement.

Contract Documents: “Advertisement for Bids; Instructions for Bidders; Contractor’s Bid; Bid Bond; Contract Agreement; General Conditions; Supplemental General Conditions; Technical Specifications; Payment Bond; Performance Bond; Notice of Award; Notice to Proceed; Change Order, and Drawings.”

Contract Price: The total moneys payable to the contractor under the contract documents.

Contract Time: The number of calendar days stated in the agreement for the completion of the work.

Contracting officer: The individual who is authorized to sign the contract documents on behalf of the owner’s governing body. The contracting officer is also known as the “Owner’s Recipient.”

Contractor: The person, firm, or corporation with whom/which the owner has executed the agreement.

Day: A calendar day of twenty-four hours measured from midnight to the next midnight.

Drawings: The drawings that show the character and scope of the work to be performed that have been prepared or approved by the engineer and are referred to in the contract documents.

Engineer: The person, firm, or corporation named as such in the contract documents.

Field Order: A written order issued by the engineer which clarifies or interprets the contract documents in accordance with herein **Article 9**, paragraph 9.3 or orders minor changes in the work in accordance with herein **Article 10**, paragraph 10.2.

He, His, and Him: These are general pronouns that shall represent both male and female genders.

Modification: (a) A written amendment of the contract documents signed by both parties, (b) a change order, (c) a written clarification or interpretation issued by the engineer in accordance with herein **Article 9**, paragraph 9.3, or (d) a written order for a minor change or alteration in the work issued by the engineer pursuant to herein **Article 10**, paragraph 10.2. A modification may only be issued after execution of the agreement.

Notice of Award: The written notice by owner to the apparent successful bidder stating that upon compliance with the conditions precedent to be fulfilled by the bidder within the time specified, owner will execute and deliver the agreement to him.

Notice to Proceed: A written notice given by owner to contractor (with a copy to engineer) fixing the date on which the contract time will commence to run and on which the contractor shall start to perform said contractor's obligations under the contract documents.

Owner: A public body or authority, corporation, association, partnership, or individual for which/whom the work is to be performed.

Project: The entire construction to be performed as provided in the contract documents.

Resident Project Representative: An authorized representative of the engineer assigned to observe the work performed and materials furnished by the contractor or such other person as may be appointed by the owner as his representative. The contractor shall be notified in writing of the identity of this representative.

Shop Drawings: All drawings, diagrams, illustrations, brochures, schedules, and other data that are prepared by the contractor, a subcontractor, manufacturer, supplier, or distributor and which illustrate the equipment, material, or some portion of the work and as required by the contract documents.

Samples: Physical examples which illustrate materials, equipment, or workmanship and establish standards by which the work will be judged.

Specifications: Those portions of the contract documents consisting of written technical descriptions of materials, equipment, construction systems, standards, and workmanship as applied to the work.

Subcontractor: An individual, firm or corporation having a direct contract with contractor or with any other subcontractor for the performance of a part of the work at the site.

Substantial Completion: Substantial completion may be granted for all or portions of the work prior to final completion and stopping of contract time. Substantial completion is defined as the date when the construction is sufficiently completed in accordance with the contract documents so that the project or specified part of the project can be utilized for the purpose for which it was intended. The contract provides that the retainer may be reduced for that portion of the work for which substantial completion is granted, but the granting of substantial completion will not stop contract time or liquidated damages.

Supplemental General Conditions: Certain conditions of this contract required by the State of Mississippi, Department of Environmental Quality and by federal laws, executive orders, and regulations on projects funded by the state revolving fund loan program.

Supplier: An individual who and/or firm, corporation, or other organization that supplies materials or equipment for the work - including that which is fabricated to a special design, but does not perform labor at the site.

Special Conditions: Special conditions refer only to the work under this contract when included as a part of the contract documents.

Surety: The corporate body which is bound with the contractor and which engages to be responsible for the contractor and his acceptable performance of the work.

Work: Any and all obligations, duties, and responsibilities necessary to the successful completion of the project assigned to or undertaken by contractor under the contract documents, including all labor, materials, equipment and other incidentals, and the furnishing thereof.

Written Notice: The term "Notice" or "notice" as used herein shall mean and include all written notices, demands, instructions, claims, approvals, and disapprovals required to obtain compliance with contract requirements. Written "Notice" shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or to an authorized representative of such individual, firm or corporation, or if delivered at or sent by registered mail to the last business address known to him who gives the "Notice." Unless otherwise stated in writing, any "Notice" to or demand upon the owner under this contract shall be delivered to the owner through the engineer.

ARTICLE 2 **PRELIMINARY MATTERS**

2.1 Award

The award of the contract, if it is awarded, will be to the lowest responsive, responsible bidder. No "Notice of Award" will be given until the owner has concluded such investigations as he deems necessary to establish the responsibility, qualifications, and financial ability of the bidders to do the work in accordance with the contract documents to the satisfaction of the owner within the time prescribed. The owner reserves the right to reject the bid of any bidder who does not pass such investigation to the owner's satisfaction. In analyzing bids, the owner may take into consideration alternates and unit prices, if requested by the bid forms. If the contract is awarded, the owner will issue the "Notice of Award" and give the successful bidder a contract for execution within sixty (60) days after the opening of bids.

2.2 Execution of Agreement

At least three counterparts of the agreement and such other contract documents will be executed and delivered by the contractor to the owner within ten (10) calendar days of receipt from the owner.

2.3 Forfeiture of Bid Security

Failure of the successful bidder to execute and deliver the agreement and deliver the required bonds as stipulated herein in **Article 2**, paragraph 2.2 shall be just cause for the owner to annul the "Notice of Award" and declare the bid and any security therefore forfeited.

2.4 Contractor's Pre-Start Representations

Contractor represents that he has familiarized himself with, and assumes full responsibility for having familiarized himself with, the nature and extent of the contract documents, work, locality, and with all local conditions and federal, state, and local laws, ordinances, rules, and regulations that may in any manner affect performance of the work, and represents that he has correlated his study and observations with the requirements of the contract documents. Contractor also represents that he has studied all surveys and investigation reports of subsurface and latent physical conditions referred to in the specifications and made such additional surveys and investigations as he deems necessary for the performance of the work at the contract price in accordance with the requirements of the contract documents and that he has correlated the results of all such data with the requirements of the contract documents.

2.5 Commencement of Contract Time

The contract time will commence to run no more than fifteen (15) days after issuance of the "Notice to Proceed."

2.6 Starting the Project

Contractor shall start to perform his obligations under the contract documents on the date when the contract time commences to run. No work shall be done at the site prior to the date on which the contract time commences to run, except with the written consent of the owner.

2.7 Before Starting Construction

Before undertaking each part of the work, the contractor shall carefully study and compare the contract documents and check and verify pertinent figures shown thereon and all applicable field measurements. The contractor shall at once report in writing to the engineer any conflict, error or discrepancy which he may discover; however, the contractor shall not be liable to the owner or engineer for contractor's failure to discover any conflict, error, or discrepancy in the drawings or specifications.

2.8 Schedule of Completion

Within ten (10) days after delivery of the “Notice to Proceed” by the owner to the contractor, the contractor shall submit to the engineer an estimated progress schedule with earnings indicating the starting and completion dates of the various stages of the work and a preliminary schedule of shop drawing submissions. (See herein **Article 6**, paragraphs 6.22 through 6.26.) The engineer shall review and return said progress schedule or require revisions thereto within fourteen (14) days of its submittal. The responsibility for coordinating the work of all contractors shall be as provided in the special conditions if there is more than one contractor involved in a project.

2.9 Preconstruction Conference

Prior to starting the work at the site, a preconstruction conference will be held to review the above-mentioned schedules to establish procedures for handling shop drawings and other submissions, for processing applications for payment, and to establish a working understanding between the parties as to the project. Present at the conference will be the owner or owner’s representative, the engineer, resident project representatives, contractor, and contractor’s superintendent.

2.10 Qualification of Subcontractors, Material-Men, and Suppliers

Within ten (10) working days after bid opening, the contractor will (if required) submit to the owner and the engineer for acceptance a list of the names of subcontractors and such other persons and organizations (including those who are to furnish principal items of materials or equipment) proposed for those portions of the work to which the identity of the subcontractors and other persons and organizations must be submitted as specified in the contract documents.

Within thirty (30) working days after receiving said list, the engineer will notify the contractor in writing if either the owner or the engineer, after due investigation, has reasonable objection to any subcontractor, person, or organization on said list. The failure of the owner or the engineer to make objection to any subcontractor, person, or organization on said list within thirty (30) days of receipt shall constitute an acceptance of such subcontractor, person, or organization. Acceptance of any such subcontractor, person, or organization shall not constitute a waiver of any right of the owner or the engineer to reject defective work, material, or equipment, or any work, material, or equipment not in conformance with the requirements of the contract documents.

ARTICLE 3 **CORRELATION, INTERPRETATION AND** **INTENT OF CONTRACT DOCUMENTS**

3.1 Intent

It is the intent of the specifications and drawings to describe a complete project to be constructed in accordance with the contract documents. The contract documents

comprise the entire agreement between the owner and the contractor. The contract documents may be altered only by a modification.

3.2 Binding of Contract Documents

The contract documents are complementary; what is called for by one is as binding as if called for by all. If the contractor finds a conflict, error, or discrepancy in the contract documents, contractor shall call it to the engineer's attention in writing at once and before proceeding with the work affected thereby; however, contractor shall not be liable to owner or engineer for contractor's failure to discover any conflict, error, or discrepancy in the specifications or drawings. The various contract documents shall be given precedence, in case of conflict, error, or discrepancy, as follows: supplemental general conditions; agreement modifications; addenda; special conditions; information to bidders; general conditions; technical specifications, and drawings. If the requirements of other contract documents are more stringent than of the supplemental general conditions, the more stringent requirements shall apply.

3.3 Similar Words Interpretation

The words "furnish," "provide," "install," and "provide" or words with similar meaning shall be interpreted, unless otherwise specifically stated, to mean "furnish and install-- complete in place and ready for service."

3.4 Miscellaneous Items and Accessories

Miscellaneous items and accessories that are not specifically mentioned that are essential to produce a complete and properly operating installation or usable structure or plant providing the indicated function shall be furnished and installed without change in the contract price. Such miscellaneous items and accessories shall be of the same quality standards, including material, style, finish, strength, class, weight, and other applicable characteristics as specified for the major component of which the miscellaneous item or accessory is an essential part and shall be approved by the engineer before installation. The above requirement is not intended to include major components not covered by or inferable from the drawings and specifications.

3.5 Coordination of Work

The work of all trades under this contract shall be coordinated by the contractor in such a manner as to obtain the best workmanship possible for the entire project, and all components of the work shall be installed or erected in accordance with the best practices of the particular trade.

3.6 Manufacturer's Literature and Agency/Organization Codes

Manufacturer's literature, when referenced, shall be dated and numbered and is intended to establish the minimum requirements acceptable. Whenever reference is given to codes, standard specifications, or other data published by regulating agencies or accepted organizations, including but not limited to, national electrical code, applicable state building code, federal specifications, ASTM Specifications, various institute specifications,

and the like, it shall be understood that such reference is to the latest edition including addenda in effect on the date of bid.

3.7 Brand Names

Brand names, where used in the technical specifications, are intended to denote the standard of quality required for the particular material or product. The term "equal" or "equivalent" when used in connection with brand names shall be interpreted to mean a material or product that is similar and equal in type, quality, size, capacity, composition, finish, color, and other applicable characteristics to the material or product specified by trade name and that is suitable for the same use and capable of performing the same function in the opinion of the engineer as the material or product so specified. It shall be understood by all bidders that "or equal" products may be used for all brands specified unless specifically noted otherwise. Proposed equivalent items must be approved by the engineer before they are purchased or incorporated in the work. (When a brand name, catalog number, model number, or other identification is used without the phrase "or equal," the contractor shall assume the phrase "or equal.")

ARTICLE 4 **AVAILABILITY OF LANDS; SUBSURFACE CONDITIONS;** **REFERENCE POINTS**

4.1 Availability of Lands

The owner will furnish, as indicated in the contract documents, the lands upon which the work is to be done, rights-of-way for access thereto, and such other lands which are designated for the use of the contractor. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by the owner unless otherwise specified in the contract documents. Other access to such lands or rights-of-way for the contractor's convenience shall be the responsibility of the contractor. The contractor will provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.2 Surveys and Test

The owner will, upon request, furnish to the bidder(s) copies of all available boundary surveys and subsurface tests at no cost.

4.3 Subsurface Conditions

The contractor acknowledges that he has investigated conditions prior to bidding and is satisfied with said conditions affecting the work, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads, and uncertainties of weather, river stages, tides, water tables or similar physical conditions at the site, the conformation and conditions of the ground, and the character of equipment and facilities needed preliminary to and during prosecution of the work. The contractor further acknowledges that he has satisfied himself as to the character, quality, and quantity of surface and subsurface materials or

obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done on behalf of the owner on the site or any contiguous site, as well as from information presented by the drawings and specifications made a part of this contract, or any other information made available to said contractor prior to receipt of bids. Any failure by the contractor to acquaint himself with the available information will not relieve said contractor from responsibility for estimating properly the difficulty or cost of successfully performing the work. The owner assumes no responsibility for any conclusions or interpretations made by the contractor on the basis of the information made available by the owner.

4.4 Differing Site Conditions

4.4.1 The contractor shall promptly, and before such conditions are disturbed, notify the owner in writing of: (1) subsurface or latent physical conditions at the site differing materially from those indicated in this contract, or (2) unknown physical conditions at the site and/or of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract. The owner shall promptly investigate the conditions, and if he finds that such conditions do materially so differ and cause an increase or decrease in the contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed as a result of such conditions, an equitable adjustment shall be made and the contract modified in writing accordingly.

4.4.2 No claim of the contractor under this clause shall be allowed unless the contractor has given the notice required in (a) above; provided, however, the time prescribed thereof may be extended by the owner.

4.4.3 No claim by the contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.

ARTICLE 5 **BONDS AND INSURANCE**

5.1 Performance and Payment Bonds

The contractor's attention is directed to the instructions for bidders, the performance bond, and the payment bond as contained in the contract documents.

5.2 Contractor's Liability Insurance

The contractor shall provide the owner with insurance certificates certifying that all required liability insurance is in force, and such insurance certificates shall include provisions that the insurance shall not be canceled, allowed to expire, or be materially changed without giving the owner advance notice by registered mail.

5.3 Sublet Work

The contractor agrees that if any part of the work under the contract is sublet, he will require the subcontractor(s) to carry insurance as required, and that the contractor will require the subcontractor(s) to furnish to contractor insurance certificates similar to those required by the owner in above listed paragraph 5.2 (a).

5.4 Owner's Liability Insurance

The owner will be responsible for purchasing and maintaining owner's own liability insurance and, at his option, may purchase and maintain such insurance as will protect him against claims which may arise from operations under the contract documents.

5.5 Fire and Extended Coverage Insurance (Builders' Risk)

The contractor shall maintain, as applicable, with an insurance company or insurance companies acceptable to the owner, fire, extended coverage, and vandalism and malicious mischief insurance on buildings and structures while in the course of construction including foundations, additions, attachments and all permanent fixtures belonging to and constituting a part of said buildings or structures. The policy or policies shall also cover machinery if the cost of machinery is included in the contract. The amount of insurance must be at all times at least equal to the actual cash value of the insured property. The policy shall be in the name of the owner and the contractor, as their interests may appear, and shall also cover the interests of all subcontractors performing work.

5.6 Flood Insurance

The contractor shall maintain, as applicable, with an insurance company or insurance companies acceptable to the owner, any flood insurance made available under the US National Flood Insurance Act of 1968, as amended. This requirement applies only to insurable improvements with a value in excess of ten thousand dollars (\$10,000.00 USD) located inside the boundaries of a special flood hazard area delineated on a flood hazard boundary map or flood insurance rate map which has been issued by the Department of Housing and Urban Development and the Federal Insurance Administration. The insurance shall be in an amount at least equal to the total eligible project costs located within the flood hazard area, or to the maximum limit of coverage made available under the National Flood Insurance Act of 1968, as amended, whichever is less, for the entire life of the contract.

5.7 Evidence of Insurance

The contractor shall provide the owner with satisfactory evidence certifying that the foregoing insurance is in force, and such evidence shall include provisions that the insurance shall not be canceled, allowed to expire, or be materially changed without giving the owner advance notice by registered mail.

5.8 Cancellation and Re-Insurance

If any insurance should be canceled or changed by the insurance company or should any insurance expire during the period of this contract, the contractor shall be responsible for

securing other acceptable insurance to provide the coverage specified in this section to maintain continuous coverage during the life of this contract.

ARTICLE 6

CONTRACTOR'S RESPONSIBILITIES

6.1 Supervision and Superintendence

The contractor will supervise and direct the work. The contractor will be solely responsible for the means, methods, techniques, sequences, and procedures of construction. The contractor will employ and maintain on the work a qualified supervisor or superintendent who shall have been designated in writing by the contractor as the contractor's representative at the site. The supervisor shall have full authority to act on behalf of the contractor, and all communications given to the supervisor shall be as binding as if given to the contractor. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the work. (Copies of written communications given to the superintendent shall be mailed to the contractor's home office).

6.2 Labor, Materials, and Equipment

The contractor will provide competent, suitable, qualified personnel to survey and lay-out the work and perform construction as required by the contract documents. Contractor will at all times maintain good discipline and order at the site.

6.3 Contractor to Furnish

The contractor will furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, local telephone, water, sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operation, and completion of the work.

6.4 Condition of Materials and Equipment

All materials and equipment will be new except as otherwise provided in the contract documents. When special makes or grades of material which are normally packaged by the supplier or manufacturer are specified or approved, such materials shall be delivered to the site in their original packages or container with seals unbroken and labels intact.

6.5 Materials and Equipment Specifications

All materials and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, or processors, except as otherwise provided in the contract documents.

6.6 Materials, Equipment, Products, and Substitutions

6.6.1 Materials, equipment, and products incorporated in the work must be approved for use before being purchased by the contractor. The contractor shall submit to the engineer a list of proposed materials, equipment, or products, together with such

samples as may be necessary for contractor to determine said materials, equipment or products acceptability and obtain engineer's approval within ninety (90) calendar days after award of contract unless otherwise stipulated in the special conditions. No request for payment for "or equal" equipment will be approved until this list has been received and approved by the engineer.

6.6.2 Whenever a material, article, or piece of equipment is identified on the drawings or specifications by reference to brand name or catalogue number, it shall be understood that this is referenced for the purpose of defining the performance of other salient requirements and that other products of equal capacities, quality, and function shall be considered. The contractor may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the contract documents by reference to brand name or catalogue number, and if, in the opinion of the engineer, such material, article, or piece of equipment is of equal substance and function to that specified, the engineer may approve its substitution and use by the contractor. Incidental changes or extra component parts required to accommodate the substitute will be made by the contractor without a change in the contract price or contract time.

6.6.3 No substitute shall be ordered or installed without the written approval of the engineer, who shall be the judge of equality.

6.6.4 Delay caused by obtaining approvals for substitute materials will not be considered justifiable grounds for an extension of construction time.

6.6.5 Should any work or materials, equipment, or products not conform to requirements of the drawings and specifications or become damaged during the progress of the work, such work or materials shall be removed and replaced together with any work disarranged by such alterations at any time before completion and acceptance of the project. All such work shall be done at the expense of the contractor. (See herein **Article 7**, paragraph 7.10.)

6.6.6 No materials or supplies for the work shall be purchased by the contractor or by a subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the seller. The contractor warrants that he has good title to all materials and supplies used by him in the work.

6.7 Concerning Subcontractors

The contractor will not employ any subcontractor, other person, or organization of the types referred to in herein **Article 2**, paragraph 2.10 (whether initially or as a substitute) against whom the owner or the engineer may have reasonable objection, nor will the contractor be required to employ any subcontractor against whom contractor has reasonable objection. The contractor will not make any substitution for any subcontractor

who has been accepted by the owner and the engineer unless the engineer determines there is good cause for doing so.

6.8 Contractor's Responsibility for (Direct and Indirect) Personnel

The contractor shall be fully responsible for all acts and omissions of his subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that contractor is responsible for the acts and omissions of persons directly employed by him. Nothing in the contract documents shall create any contractual relationship between owner or engineer and any subcontractor or other person or organization having a direct contract with contractor, nor shall it create any obligation on the part of owner or engineer to pay or to see to the payment of any moneys due any subcontractor or other person or organization, except as may otherwise be required by law. Owner or engineer may furnish to any subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to contractor on account of specific work done in accordance with the schedule of values.

6.9 Drawings Disassociation of Work Delegation

The divisions and sections of the specifications and the identifications of any drawings shall not control the contractor in dividing the work among subcontractors or delineating the work to be performed by any specific trade.

6.10 Binding Subcontractors to Contract

The contractor agrees to bind specifically every subcontractor to the applicable terms and conditions of the contract documents for the benefit of the owner.

6.11 Contractor and Subcontractor Agreement

All work performed for the contractor by a subcontractor shall be pursuant to an appropriate agreement between the contractor and the subcontractor.

6.12 Contractor's Responsibility When Delegating Work

6.12.1 The contractor shall be responsible for the coordination of the trades, subcontractors, and material-men engaged upon contractor's work.

6.12.2 The contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the contractor by the terms of these general conditions and other contract documents insofar as applicable to the work of subcontractors and to give the contractor the same power as regards to terminating any subcontract that the owner may exercise over the contractor under any provisions of the contract documents.

6.12.3 The owner or engineer will not undertake to settle any differences between the contractor and his subcontractors or between subcontractors.

6.12.4 The subcontractor shall be replaced if and when directed in writing if, in the opinion of the engineer, any subcontractor on the project proves to be incompetent or otherwise unsatisfactory.

6.13 Patent Fees and Royalties

The contractor will pay all license fees and royalties and assume all costs incident to the use of any invention, design, process, or device that is the subject of patent rights or copyrights held by others. He will indemnify and hold harmless the owner and the engineer and anyone directly or indirectly employed by either of them from and against all claims, damages, losses, and expenses (including attorney's fees) arising out of any infringement of such rights during or after completion of the work, and shall defend all such claims in connection with any alleged infringement of such rights.

6.14 Patent Rights and Royalties

The contractor shall be responsible for determining the application of patent rights and royalties on materials, appliances, articles, and/or systems prior to bidding. However, he shall not be responsible for such determination on systems that do not involve purchase by him of materials, appliances, and articles.

6.15 Permits

The contractor will secure and pay for all construction permits and licenses and will pay all governmental charges and inspection fees necessary that are applicable at the time of his bid for the prosecution of the work. There will be no charges to the contractor when such charges are normally made by the owner and when so stated in the special conditions. The owner shall assist the contractor, when necessary, in obtaining such permits and licenses. The contractor will also pay all public utility charges.

6.16 Laws and Regulations

The contractor will give all notices and comply with all laws, ordinances, rules, and regulations applicable to the work. If the contractor observes that the specifications or drawings are at variance therewith, he will give the engineer prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate modification. If the contractor performs any work knowing it to be contrary to such laws, ordinances, rules, and regulations, and without such notice to the engineer, he will bear all costs arising therefrom; however, it shall not be his primary responsibility to make certain that the drawings and specifications are in accordance with such laws, ordinances, rules, and regulations.

6.17 Taxes

Cost of all sales and other taxes for which the contractor is liable under the terms of the contract shall be included in the contract price stated by the contractor.

6.18 Record Drawings

The contractor will keep one record copy of all specifications, drawings, addenda, modifications, and shop drawings at the site in good order and annotated to show all changes made during the construction process. These complete drawings shall be available to the engineer and shall be delivered to him for the owner upon completion of the project. It shall be used for this purpose only.

6.19 Safety and Protection

The contractor will be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. The contractor will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury, or loss to

6.19.1 all employees on the work job and other persons who may be affected thereby;

6.19.2 all the work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and

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

6.20 Preventative Measures

The contractor will designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the contractor's superintendent unless otherwise designated in writing by the contractor to the owner.

6.21 Emergencies

In emergencies affecting the safety of persons or the work or property at the site or adjacent thereto, the contractor, without special instruction or authorization from the engineer or owner, is obligated to act at his discretion to prevent threatened damage, injury, or loss. He will give the engineer prompt written notice of any significant changes in the work or deviations from the contract documents caused thereby, and a change order shall thereupon be issued covering the changes and deviations involved. If the contractor believes that additional work done by him in an emergency which arose from causes beyond his control entitles him to an increase in the contract price or an extension of the contract time, he may make a claim therefore as provided herein in **Articles 11 and 12**.

6.22 Shop Drawings and Samples

After checking and verifying all field measurements, the contractor will submit to the engineer for review copies (or at the engineer's option, one reproducible copy) of all shop drawings in accordance with the accepted schedule of shop drawing submissions (see herein **Article 2**, paragraph 2.8), which shall have been checked by and stamped with the approval of the contractor. The data shown on the shop drawings will be complete with

respect to dimensions, design criteria, materials of construction and the like to enable the engineer to review the information as required.

6.23 Submittal of Samples

The contractor will also submit to the engineer for review, with such promptness as to cause no delay in work, all samples required by the contract documents. All samples will have been checked by and stamped with the approval of the contractor, identified clearly as to material, manufacturer and pertinent catalog numbers, and the use for which intended.

6.24 Drawing or Sample Deviations from Contract

At the time of each submission, the contractor will, in writing, bring to the engineer's attention any deviations that the shop drawings or sample may have from the requirements of the contract documents.

6.25 Engineer's Review of Submitted Drawings and Samples

The engineer will review with reasonable promptness shop drawings and samples, but his review shall be only for conformance with the design concept of the project and for compliance with the information given in the contract documents. The review of a separate item as such will not indicate review of the assembly in which the item functions. The contractor will make any corrections required by the engineer and will return the required number of corrected copies of shop drawings and resubmit new samples until the review is satisfactory to the engineer. The contractor shall direct specific attention in writing or on resubmitted shop drawings to revisions other than the corrections called for by the engineer on previous submissions. The contractor's stamp of approval on any shop drawing or sample shall constitute a representation to the owner and the engineer that the contractor has either determined and verified all quantities, dimensions, field construction criteria, materials, catalogue numbers and similar data, or he assumes full responsibility for doing so and that he has reviewed or coordinated each shop drawing or sample with the requirements of the work and the contract documents.

6.26 Commencement of Work of Submission(s)

No work requiring a shop drawing or sample submission shall be commenced until the submission has been reviewed and approved by the engineer. A copy of each shop drawing and each approved sample shall be kept in good order by the contractor at the site and shall be available to the engineer.

6.27 Contractor's Responsibility of Submission(s)

The engineer's review of shop drawings or samples shall neither relieve the contractor from his responsibility for any deviations from the requirements of the contract documents unless the contractor has, in writing, called the engineer's attention to such deviation at the time of submission and the engineer has given written approval to the specific deviation, nor shall any review by the engineer relieve the contractor from responsibility for errors or omissions in the shop drawings.

6.28 Site Clean-Up

The contractor shall clean up behind the work as much as is reasonably possible as the work progresses. Upon completion of the work, and before acceptance of and final payment for the project by the owner, the contractor shall remove all his surplus and discarded materials, excavated material, and rubbish from the roadways, sidewalks, parking areas, lawns, and all adjacent property; shall clean his portion of work involved in any building under this contract so that no further cleaning by the owner is necessary prior to his occupancy; shall restore all property, both public and private, that has been disturbed or damaged during the prosecution of the work, and shall leave the whole in a neat and presentable condition.

6.29 Building Clean-Up

Clean-up operations shall consistently be carried on by the contractor at all times to keep the premises free from accumulation of waste materials and rubbish. Upon completion of the work he shall remove all rubbish, tools, scaffolding, surplus materials, etc., from the building and shall leave his work "broom clean," or its equivalent, unless more exactly specified elsewhere in the contract. The general contractor shall do the following special cleaning for all trades upon completion of the work:

6.29.1 remove putty stains and paint from and wash and polish all glass. Do not scratch or otherwise damage glass.

6.29.2 remove all marks, stains, fingerprints and other soil and dirt from painted, stained, and decorated work.

6.29.3 remove all temporary protections and clean and polish floors.

6.29.4 clean and polish all hardware for all trades; this shall include removal of all stains, dust, dirt, paint, etc.

6.30 General Clean-Up

In case of dispute, the owner may remove the rubbish and charge the cost to the several contractors as the engineer shall determine to be just.

6.31 Public Convenience and Safety

The contractor shall, at all times, conduct the work in such a manner as to insure the least practicable obstruction to public travel. The convenience of the general public and of the residents along and adjacent to the area of the work shall be provided for in a satisfactory manner consistent with the operation and local conditions. "Street Closed" signs shall be placed immediately adjacent to the work in a conspicuous position at such locations as traffic demands. At any time that streets are required to be closed, the contractor shall notify law enforcement agencies, fire departments, and parties operating emergency

vehicles before the street is closed and again as soon as it is opened. Access to fire hydrants and other fire extinguishing equipment shall be provided and maintained at all times.

6.32 Sanitary Provisions

The general contractor shall furnish necessary toilet conveniences secluded from public observation for use of all personnel on the work site, whether or not in his employ. They shall be kept in a clean and sanitary condition and shall comply with the requirements and regulations of the public authorities having jurisdiction. The general contractor shall commit no public nuisance. Temporary sanitary facilities shall be removed upon completion of the work and the premises shall be left clean.

6.33 Indemnification

The contractor will indemnify and hold harmless the owner and the engineer and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of work, provided that any such claim, damage, loss or expense is (a) attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than work itself) including the loss of use resulting therefrom, and (b) caused in whole or in part by any negligent act or omission of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

6.34 Claims Against Owner or Engineer

In any and all claims against the owner or the engineer or any of their agents or employees, by an employee of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under herein **Article 6**, paragraph 6.33 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the contractor or any subcontractor under workmen's compensation acts, disability benefit acts, or other employees benefit acts.

6.35 Contractor's Liability Obligations

The obligations of the contractor under herein **Article 6**, paragraph 6.34 shall not extend to the liability of the engineer's negligent acts, errors, or omissions or those of his employees or agents.

6.36 Responsibility for Connecting to Existing Work

It shall be the express responsibility of the contractor to connect his work to each part of the existing work or work previously installed as required by the drawings and specifications to provide a complete installation.

6.37 Work in Street, Highway, and Other Rights-of-Way

Excavation, grading, fill, storm drainage, paving, and any other construction or installations in rights-of-way of streets, highways, public carrier lines, utility lines (either aerial, surface or subsurface), etc., shall be done in accordance with requirements of federal, state, and local laws. The owner will be responsible for obtaining all permits necessary for the work. Upon completion of the work, contractor shall present to engineer certificates, in triplicate, from the proper authorities stating that the work has been done in accordance with their requirements.

6.37.1 The owner will cooperate with the contractor in obtaining action from any utilities or public authorities involved in the above requirements.

6.37.2 The engineer shall be responsible for obtaining elevations of curbs and gutters, pavements, storm drainage structures, and other such items as soon as grading operations are begun on the site and, in any case, sufficiently early in the construction period to prevent any adverse effect on the project.

6.37.3 Any variation from the requirements of paragraph 6.37.2 above shall be stated in the "Special Conditions."

6.38 Cooperation with Governmental Departments, Public Utilities, Etc.

The contractor shall be responsible for making all necessary arrangements with governmental departments, public utilities, public carriers, service companies, and corporations owning or controlling roadways, railways, water, sewer, gas, electrical, telephone, and telegraph facilities such as pavements, tracks, piping, wires, cables, conduits, poles, guys, etc., including incidental structures connected therewith that are encountered in the work so that such items may be properly shored, supported, and protected, or the contractor may relocate them if he so desires. The contractor shall give all proper notices, shall comply with requirements of such parties in the performance of his work, shall permit entrance of such parties on the project in order that they may perform their necessary work, and shall pay all charges and fees made by such parties for this work.

6.38.1 The contractor's attention is called to the fact that there may be delays on the project due to work to be done by governmental departments, public utilities, and others in repairing or moving poles, conduits, etc. The contractor shall cooperate with the above parties in every way possible so that the construction can be completed in the least possible time.

6.38.2 The contractor shall have made himself familiar with all codes, laws, ordinances, and regulations that in any manner affect those engaged or employed in the work, or materials and equipment used in or upon the work, or in any way affect the conduct of the work, and no plea of misunderstanding will be considered on account of his ignorance thereof.

6.39 Use of Premises

The contractor shall confine his apparatus, storage of materials, and operations of his workmen to limits indicated by law, ordinances, permits, and directions of engineer and owner, and shall not unnecessarily encumber any part of the site.

6.39.1 Contractor shall not overload or permit any part of any structure to be loaded with such weight as will endanger its safety, nor shall he subject any part of the work to stresses or pressures that will endanger it.

6.39.2 Contractor shall enforce owner's instructions in connection with signs, advertisements, fires, and smoking.

6.39.3 Contractor shall arrange and cooperate with owner in routing and parking of automobiles of his employees, subcontractors and other personnel, and in routing material delivery trucks and other vehicles to the project site.

6.40 Protection of Existing Property Improvements

Any existing surface or subsurface improvements, such as pavements, curbs, sidewalks, pipes or utilities, footings or structures (including portions thereof), and/or trees and shrubbery not indicated on the drawings or noted in the specifications as being removed or altered shall be protected from damage during construction of the project. Any such improvements damaged during construction of the project shall be restored to a condition equal to that existing at time of award of contract.

6.41 Temporary Heat

The general contractor shall provide heat, fuel, and services as necessary to protect all work and materials within all habitable areas of permanent building construction for all contracts against injury from dampness and cold until final acceptance of all work and materials for the project --unless building is fully occupied by the owner prior to such acceptance in which case the owner shall assume all expenses of heating from date of full occupancy. in areas outside those covered above, each prime contractor shall be responsible for providing such temporary heat, fuel, and services as required to protect his work or shall make all necessary arrangements with the general contractor for providing such temporary heat, fuel, and services. Unless otherwise specifically permitted by stated special conditions, the permanent heating system shall not be used to provide temporary heat. Contractor's proposed methods of heating shall be submitted for approval.

ARTICLE 7 **WORK BY OTHERS**

7.1 Additional Related Work

The owner may perform additional work related to the project by himself, or he may let other direct contracts thereof that shall contain general conditions similar to these herein.

The contractor will afford the other contractors who are parties to such direct contracts (or the owner, if he is performing the additional work himself) reasonable opportunity for the introduction and storage of materials and equipment and the execution of work and shall properly connect and coordinate his work with theirs.

7.2 Report of Defects or Deficiencies

If any part of the contractor's work depends on proper execution or results upon the work of any such other contractor (or the owner), the contractor will promptly report to the engineer in writing any defects or deficiencies in such work that render it unsuitable for such proper execution and results.

7.3 Altering the Work of Others

The contractor will do all cutting, fitting, and patching of his work that may be required to make its several parts come together properly and fit it to receive or be received by such other work. The contractor will not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of the engineer and of the other contractors whose work will be affected.

7.4 Prior Written Notice of Additional Work

If the performance of additional work by other contractors or the owner is not noted in the contract documents prior to the execution of the contract, written notice thereof shall be given to the contractor prior to starting any such additional work. If the contractor believes that the performance of such additional work by the owner or others involves him in additional expense or entitles him to an extension of the contract time, he may make a claim as provided herein in **Articles 11 and 12**.

7.5 Contractor's Allowance for Work of Others

Where practicable, the general contractor shall build around the work of other separate contractors or shall leave chases, slots, and holes as required to receive and to conceal within the general construction work the work of such other separate contractors as directed by them. Where such chases, slots, etc., are impracticable, the work shall require specific approval of the engineer.

7.6 Necessary Alterations Not Built by General Contractor

Necessary chases, slots, and holes not built or left by the general contractor shall be cut by the separate contractor requiring such alterations after approval of the general contractor. The general contractor shall do all patching and finishing of his work where cut by other contractors at the expense of such other contractors.

7.7 Contractors Sharing of the Work Site

Cooperation is required in the use of site facilities and in the detailed execution of the work. Each contractor shall coordinate his operations with those of the other contractors for the best interest of the work in order to prevent delay in the execution thereof.

7.8 Monitoring Contractors Work

Each contractor shall keep himself informed of the progress of the work of other contractors. Should lack of progress or defective workmanship on the part of other contractors interfere with his operations, the contractor shall notify the engineer immediately. Lack of such notice to the engineer will be construed as acceptance by the contractor for proper coordination of his own work.

7.9 Contractor's Progress of Work Notice(s)

Each contractor shall give notice(s) of the progress of his work so as to allow other contractors adequate opportunity to properly direct and coordinate their work. The general contractor shall give notice(s) of the progress of his work so that work of other contractors, when required to be concealed, may be placed before the general construction work. All such notices shall be submitted (a) to the engineer with copies to other prime contractors on the project, and (b) sufficiently ahead of job progress to permit adequate time for the other prime contractors to coordinate their work.

7.10 Notice Negligence and Other Liability

The cost of extra work resulting from lack of notices, untimely notices, and failure to respond to notices, defective work, or lack of coordination shall be borne by the contractor responsible for such lack of notices, etc.

ARTICLE 8 **OWNER'S RESPONSIBILITIES**

8.1 Communication

The owner will issue all communications to the contractor through the engineer.

8.2 Engineer's Termination

In case of termination of the employment of the engineer, the owner will appoint an engineer against whom the contractor makes no reasonable objection and whose status under the contract documents shall be that of the former engineer. Any dispute in connection with such appointment shall be subject to arbitration, if mutually agreeable.

8.3 Prompt Payments to Contractor

The owner will promptly furnish the data required of him under the contract documents and shall promptly make payments to the contractor after they are due as provided herein in **Article 14**.

8.4 Owner's Duties

Owner's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth herein in **Article 4**. **Article 4**, paragraph 4.2 refers to the owner identifying and making available to contractor copies of surveys and investigation reports of subsurface and latent physical conditions at the site or

otherwise affecting performance of the work, which has been relied upon by the engineer in preparing the drawings and specifications.

8.5 Owner's Liability Responsibilities

The owner's responsibilities in respect of liability and property insurance are set forth herein in **Article 5**, paragraph 5.4.

8.6 Owner's Right to Request Changes

In addition to owner's rights to request changes in the work in accordance with herein **Article 10**, the owner (especially in certain instances as provided in **Article 10**, paragraph 10.4) will be obligated to execute change orders.

8.7 Owner's Right to Stop or Suspend Work

In connection with the owner's right to stop or suspend work, see herein **Article 15**, paragraph 15.1. **Article 15**, paragraph 15.3 deals with the owner's right to terminate services of the contractor under certain circumstances.

8.8 Owner's Use of Completed or Partially Completed Work

The owner shall have the right to take possession of and use any completed or partially completed portions of the work, notwithstanding the fact that the time for completing the entire work or any portion thereof may not have expired, but such taking possession and use shall not be deemed an acceptance of any work not completed in accordance with the contract documents. If such prior use increases the cost of or delays the work, the contractor shall be entitled to such extra compensation or extension of time or both, except by prior agreement as the engineer may determine.

8.9 Other Owner's Responsibility

Owner's responsibility in respect of certain inspections, tests, and approvals is set forth herein in **Article 9**.

ARTICLE 9 **ENGINEER'S STATUS DURING CONSTRUCTION**

9.1 Owner's Representative

The engineer shall be the owner's representative during the construction period. The duties and responsibilities and the limitations of authority of the engineer as the owner's representative during construction are set forth herein in **Articles 1** through **17** of these "General Conditions" and shall not be extended without written consent of the owner and the engineer.

9.1.1 The engineer's decision in matters relating to aesthetics shall be final if within the terms of the contract documents.

9.1.2 Except as may be otherwise provided in this contract, all claims, counter-claims, disputes, and other matters in question between the owner and the contractor arising out of or relating to this agreement or the breach thereof will be decided by arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the state in which the owner is located.

9.2 Visits to Site

The engineer will make periodic visits to the site to observe the progress and quality of the executed work and to determine, in general, if the work is proceeding in accordance with the contract documents. The engineer will not be required to make continuous on-site observations to check the quality or quantity of the work. The engineer's efforts will be directed toward ascertaining on behalf of the owner that the completed project will conform to the requirements of the contract documents. On the basis of his on-site observations as an experienced and qualified design professional, he will keep the owner informed of the progress of the work and will endeavor to guard the owner against defects and deficiencies in the work of contractors.

9.3 Clarifications and Interpretations

The engineer will issue with reasonable promptness such written clarifications or interpretations of the contract documents (in the form of drawings or otherwise) as he may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the contract documents. If the contractor believes that a written clarification and interpretation entitles him to an increase in the contract price or extension of contract time, he may make a claim thereof as provided herein in **Articles 11 and 12**.

9.4 Measurement of Quantities

All work completed under the contract will be measured by the engineer according to the United States Standard Measures. All linear surface measurements will be made horizontally or vertically as required by the item measured.

9.5 Rejecting Defective Work

The engineer will have authority to disapprove or reject work which is "defective" (which term is hereinafter used to describe work that is unsatisfactory, faulty, or defective, does not conform to the requirements of the contract documents, does not meet the requirements of any inspection, test, or approval referred to in the special conditions, or has been damaged prior to final acceptance). The engineer will also have authority to require special inspection or testing of the work as provided in the special conditions, whether or not the work is fabricated, installed, or completed.

9.6 Shop Drawings, Change Orders, and Payments

In connection with the engineer's responsibility as to shop drawings and samples, see herein **Article 6**, paragraphs 6.25 through 6.27, inclusively.

9.7 Engineer's Responsibility for Change Orders

In connection with the engineer's responsibility for change orders, see herein **Articles 10, 11, and 12.**

9.8 Engineer's Responsibility Regarding Application for Payment

In connection with the engineer's responsibilities in respect of "Application for Payment," etc., see herein **Article 14.**

9.9 Resident Project Representative

The owner or the engineer will provide on-site representation sufficient to guarantee that construction is in general compliance with the construction drawings and the contract specifications.

9.10 Decisions on Disagreements

The engineer will be the initial interpreter of the terms and conditions of the contract documents and the judge of the performance thereunder. In his capacity as interpreter and judge he will exercise his best efforts to insure faithful performance by both the owner and the contractor. He will not show partiality to either and shall not be liable for the result of any interpretation or decision rendered in good faith. Claims, disputes, and other matters relating to the execution and progress of the work or the interpretation of or performance under the contract documents shall be referred initially to the engineer for decision, which he shall render in writing within a reasonable time.

9.11 Right to Request Arbitration

Either the owner or the contractor, if the other agrees, may request arbitration with respect to any such claim, dispute, or other matter that has been referred to the engineer, except any that have been waived by the making or acceptance of final payment as provided herein in **Article 14**, paragraph 14.11, and such arbitration is to be in accordance with herein **Article 16**. However, no request for arbitration of any such claim, dispute, or other matter shall be made until the earlier of (a) the date on which the engineer has rendered his decision or (b) the tenth day after the parties have presented their evidence to the engineer if the engineer has not rendered his written decision before that date. No request for arbitration shall be made later than thirty (30) days after the date on which the engineer rendered his written decision in respect of the claim, dispute, or other matter to which arbitration is sought, and the failure to request arbitration within said thirty (30) days' period shall result in the engineer's decision being final and binding upon the owner and the contractor. If the engineer renders a decision after arbitration proceedings have been initiated, such decision may be entered as evidence but shall not supersede the arbitration proceedings except where the decision is acceptable to the parties concerned.

9.12 Limitations of Engineer's Responsibilities to Contractor and Others

Neither the engineer's authority to act under this herein **Article 9** nor any decision made by him in good faith either to exercise or not exercise such authority shall give rise to any

duty or responsibility of the engineer to the contractor, any subcontractor, any of their agents or employees or any other person performing any of the work.

9.13 Engineer's Limitations of Responsibility

The engineer will not be responsible for the construction means, methods, techniques, sequences or procedures, or the safety precautions and programs incident thereto, and he will not be responsible for the contractor's failure to perform the work in accordance with the contract documents.

9.14 Engineer's Limitations of Responsibility for Omissions

The engineer will not be responsible for the acts or omissions of the contractor, or any subcontractors, or any of his or their agents or employees, or any other persons performing any of the work.

ARTICLE 10 **CHANGES IN WORK**

10.1 Owner's Right to Initiate Change Orders

Without invalidating the agreement, the owner may, at any time or from time-to-time, order additions, deletions, or revisions in the work; these will be authorized by change orders. Upon receipt of a change order, the contractor will proceed with the work involved. All such work shall be executed under the applicable conditions of the contract documents. If any change order causes an increase or decrease in the contract price or an extension or shortening of the contract time, an equitable adjustment will be made as provided herein in **Article 11** or **Article 12**. A change order signed by the contractor indicates his agreement therewith.

10.2 Authorization of Minor Changes or Alterations

The engineer may authorize minor changes or alterations in the work not involving extra cost and not inconsistent with the overall intent of the contract documents. These changes and/or alterations may be accomplished by a field order. If the contractor believes that any minor change or alteration authorized by the engineer entitles him to an increase in the contract price or extension of contract time, the contractor may make a claim thereof as provided herein in **Articles 11** and **12**.

10.3 Unauthorized Additional Work

Additional work performed by the contractor without authorization of a change order will not entitle him to an increase in the contract price or an extension of the contract time except in the case of an emergency as provided herein in **Article 6**, paragraph 6.21 and except as provided herein in **Article 10**, paragraph 10.2.

10.4 Execution of Change Order(s)

The owner will execute appropriate change orders prepared by the engineer covering changes in the work to be performed as provided herein in **Article 4**, paragraph 4.4, and

work performed in an emergency as provided herein in **Article 6**, paragraph 6.21 and any other claim of the contractor for a change in the contract time or the contract price, which is approved by the engineer.

10.5 Notification of Surety of Changes

It is the contractor's responsibility to notify his surety of any changes affecting the general scope of the work or change in the contract price and the amount of the applicable bonds shall be adjusted accordingly. The contractor will furnish proof of such adjustment to the owner.

ARTICLE 11 **CHANGE OF CONTRACT PRICE**

11.1 Total Compensation Payable to Contractor

The contract price constitutes the total compensation payable to the contractor for performing the work. All duties, responsibilities, and obligations assigned to or undertaken by the contractor shall be at his expense without changing the contract price.

11.2 Owner's Written and/or Verbal Change Orders

11.2.1 The owner may, at any time and without notice to the sureties, by written order designated or indicated to be a change order, make any change in the work within the general scope of the contract, including but not limited to changes: (a) in the specifications (including drawings and designs); (b) in the method or manner of performance of the work; (c) in the owner-furnished facilities, equipment, materials, services, or site; or (d) directing acceleration in the performance of the work, and/or (e) directing the contractor to stop work for a stated time.

11.2.2 Any other written order or an oral order (which terms as used in this paragraph shall include direction, instruction, interpretation, or determination) from the owner, which causes any such change, shall be treated as a change order under this clause, provided that the contractor gives the owner written notice stating the date, circumstances, and source of the order and that the contractor regards the order as a change order.

11.2.3 Except as herein provided, no order, statement, or conduct of the owner shall be treated as a change under this clause or entitle the contractor to an equitable adjustment hereunder.

11.2.4 If any change under this clause causes an increase or decrease in the contractor's cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any order, an equitable adjustment shall be made and the contract modified in writing accordingly: Provided, however, that except for claims based on defective specifications, no claim for any change under above listed paragraph 11.2.2 shall be allowed for any costs incurred more than twenty (20) days

before the contractor gives written notice as therein required. and provided further that in the case of defective specifications for which the owner is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the contractor in attempting to comply with such defective specifications.

11.2.5 If the contractor intends to assert a claim for an equitable adjustment under this clause, he must, within 30 days after receipt of a written change order under above listed paragraph 11.2.1 or the furnishing of a written notice under above listed paragraph 11.2.2, submit to the owner a written statement setting forth the general nature and monetary extent of such claim, unless this period is extended by the owner. The statement of claim hereunder may be included in the notice under above listed paragraph 11.2.2. If not received by the owner within 30 days, the owner may choose to reject the contractor's information relating to such claim without review.

11.2.6 No claim by the contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.

11.3 Determination of Change Order Compensation

The compensation of any portion of the work covered by a change order or of any claim for an increase or decrease in the contract price shall be determined in one of the following ways:

11.3.1 where the change order involved is covered by unit prices contained in the contract documents by application of unit prices to the quantities of the items involved. Should the items (by quantity) be increased or decreased by more than 15 percent (15%) from that stipulated in the contract documents and the total dollar amount is significant (greater than ten thousand dollars [\$10,000]), either the owner or the contractor may request to negotiate a new unit price for the quantities in excess of the 15 percent (15%) window to protect their financial interest in the project.

11.3.2 by negotiated lump sum.

11.3.3 the actual cost for labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the work plus a fixed amount to be agreed upon to cover the cost of general overhead and profit to be negotiated.

11.4 Defining "Cost of the Work"

The term "Cost of the Work" (also "Cost of Work") means the sum of all costs necessarily incurred and paid by the contractor in the proper performance of the work. Except as otherwise may be agreed to in writing by owner, such costs shall be in amounts no higher than those prevailing in the locality of the project shall include only the following items and shall not include any of the costs itemized herein in **Article 11**, paragraph 11.5:

11.4.1 payroll costs for employees in the direct employ of contractor in the performance of the work under schedules of job classifications agreed upon by owner and contractor. Payroll costs for employees not employed full time on the work shall be apportioned on the basis of their time spent on the work. Payroll costs shall include, but not be limited, to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise and payroll taxes, workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation, and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing work after regular working hours, on Sunday, or legal holidays shall be included in the above to the extent authorized by owner.

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

11.4.3 payments made by contractor to the subcontractors for work performed by subcontractors. If required by owner, contractor shall obtain competitive bids from subcontractors acceptable to him and shall deliver such bids to owner who will then determine with the advice of engineer which bids will be accepted. If a subcontract provides that the subcontractor is to be paid on the basis of "Cost of Work" plus a fee, the cost of the work shall be determined in accordance with herein **Article 11**, paragraphs 11.4 and 11.5. All subcontracts shall be subject to the other provisions of the contract documents insofar as applicable.

11.4.4 costs of special consultants (including, but not limited to, engineers, architects, testing laboratories, surveyors, lawyers, and accountants) employed for services specifically related to the work.

11.4.5 supplemental costs including the following:

11.4.5.1 the proportion of necessary transportation, traveling, and subsistence expenses of contractor's employees incurred in discharge of duties connected with the work.

11.4.5.2 cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the site and hand tools not owned by the workmen that are consumed in the performance of the work, and cost less market value of such items used but not consumed, which remain the property of contractor.

11.4.5.3 rentals of all construction equipment and machinery and the parts thereof whether rented from contractor or others in accordance with rental agreements approved by owner with the advise of engineer, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof - all in accordance with terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the work.

11.4.5.4 sales, use, or similar taxes related to the work and for which contractor is liable, imposed by any governmental authority.

11.4.5.5 deposits lost for causes other than contractor's negligence, royalty payments, and fees and licenses. Costs for permits and licenses must be shown as a separate item.

11.4.5.6 losses, damages, and expenses, not compensated by insurance or otherwise, sustained by contractor in connection with the execution of, and to, the work, provided they have resulted from causes other than the negligence of contractor, any subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of owner. No such losses, damages, and expenses shall be included in the cost of the work for the purpose of determining contractor's fee. If, however, any such loss or damage requires reconstruction and contractor is placed in charge thereof, he shall be paid for his services a fee proportionate to that stated herein in **Article 11**, paragraph 11.6.2.

11.4.5.7 the cost of utilities, fuel, and sanitary facilities at the site.

11.4.5.8 minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage, and similar petty cash items in connection with the work.

11.4.5.9 cost of premiums for additional bonds and insurance required because of changes in the work.

11.5 Limitations Regarding "Cost of Work"

The term "Cost of Work" shall not include any of the following:

11.5.1 payroll costs and other compensation of contractor's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by contractor, whether at the site, or in his principal, or a branch office for general administrator of

the work and not specifically included in the schedule referred to herein in **Article 11**, subparagraph 11.4.1 - all of which are to be considered administrative costs covered by the contractor's fee.

11.5.2 expenses of contractor's principal and branch offices other than his office at the site.

11.5.3 any part of contractor's capital expenses, including interest on contractor's capital employed for the work and charges against contractor for delinquent payments.

11.5.4 cost of premiums for all bonds and for all insurance policies whether or not contractor is required by the contract documents to purchase and maintain the same (except as otherwise provided herein in **Article 11**, subparagraph 11.4.5.9.)

11.5.5 costs due to the negligence of contractor, any subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to the correction of defective work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

11.5.6 other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included herein in **Article 11**, paragraph 11.4.

11.6 Determining Contractor's Fee

The contractor's fee, which shall be allowed to contractor for his overhead and profit, shall be determined as follows:

11.6.1 a mutually acceptable firm, fixed price; or if none can be agreed upon,

11.6.2 a mutually acceptable fixed fee based on the estimate of the various portions of the "Cost of Work."

11.7 Credits from Contractor to Owner

The amount of credit to be allowed by contractor to owner for any such change that results in a net decrease in cost will be the amount of the actual net decrease. When both additions and credits are involved in any one charge, the net shall be computed to include overhead and profit, identified separately, for both additions and credits.

11.8 Itemizing Cost

Whenever the cost of any work is to be determined pursuant to herein **Article 11**, paragraphs 11.4 and 11.5, contractor will submit in form prescribed by engineer an itemized cost break-down together with supporting data.

11.9 Allowances

It is understood that the contractor has included in the contract price all allowances so named in the contract documents and shall cause the work so covered to be done by such material-men, suppliers, or subcontractors and for such sums within the limit of the allowances as the engineer may approve. Upon final payment, the contract price shall be adjusted as required and an appropriate change order issued. The contractor agrees that the original contract price includes such sums as he deems proper for costs and profit on account of cash allowances. No demand for additional cost or profit in connection therewith will be allowed.

11.9.1 These allowances shall cover the cost of the contractor less any applicable trade discount of the materials and equipment required by the allowance delivered at the site and all applicable taxes.

11.9.2 The contractor's costs for unloading and handling on the site: labor, installation costs, overhead, profit, and other expenses contemplated for the original allowance shall be included in the contract price and not in the allowance.

11.9.3 Whenever the cost as described in above listed **Article 11**, paragraph 11.9.1 is more or less than the allowance, the contract price shall be adjusted accordingly by change order. The amount of the change order will recognize changes, if any, in handling costs on the site: labor, installation costs, overhead, profit, and other expenses except that whenever unit price allowances are stipulated for brick, the change order will not include any cost as described in above listed **Article 11**, paragraph 11.5.

ARTICLE 12 **CHANGE OF CONTRACT TIME**

12.1 Contract Time Change Order

The contract time may only be changed by a change order. Any claim for an extension in the contract time shall be based on written notice delivered to owner and engineer within ten (10) days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within forty-five (45) days of such occurrence unless engineer allows an additional period of time to ascertain more accurate data. All claims for adjustment in the contract time shall be determined by engineer if owner and contractor cannot otherwise agree. Any change in the contract time resulting from any such claim shall be incorporated in a change order.

12.2 Extended Contract Time Requirements

The contract time will be extended in an amount equal to time lost due to delays beyond the control of contractor if he makes a claim therefore as provided herein in **Article 12**, paragraph 12.1. Such delays shall include, but not be restricted to acts or neglect by any

separate contractor employed by owner, fires, floods, labor disputes, epidemics, abnormal weather conditions, or acts of God.

12.3 Binding Time Limits

All time limits stated in the contract documents are of the essence of the agreement. The provisions of this herein **Article 12** shall not exclude recovery for damages (including compensation for additional professional services) for delay by either party.

12.4 Claims Due to Drawing(s) Delays

No claim for delay shall be allowed because of failure to furnish drawings until two weeks after demand for such drawings and not then unless such claim be reasonable.

12.5 Other Damage Recovery Rights

This **Article 12** does not exclude the recovery of damages for delay by either party under other provisions in the contract documents.

ARTICLE 13 **GUARANTY**

Contractor's Guaranty Requirements

The contractor shall guarantee all materials and equipment furnished and work performed for a period of one (1) year from the date of substantial completion. The contractor warrants and guarantees for a period of one (1) year from the date of substantial completion of the system that the completed system is free from all defects due to faulty materials or workmanship and the contractor shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The owner will give notice of observed defects with reasonable promptness. In the event that the contractor should fail to make such repairs, adjustments, or the work that may be made necessary by such defects, the owner may do so and charge the contractor the cost thereby incurred. The performance bond shall remain in full force and effect through the guarantee period.

ARTICLE 14 **PAYMENTS AND COMPLETION**

14.1 Payments to Contractor

At least ten (10) days before each progress payment falls due (but not more often than once a month), the contractor will submit to the engineer a partial payment estimate filled out and signed by the contractor covering the work performed during the period covered by the partial payment estimate and supported by such data as the engineer may reasonably require. If a payment is requested on the basis of materials and equipment not incorporated in the work but delivered and suitably stored at or near the site, the partial

payment estimate shall also be accompanied by such supporting data, satisfactory to the owner. The engineer will, within ten (10) days after receipt of each partial payment estimate, either indicate in writing his approval of payment and present the partial payment estimate to the owner, or return the partial payment estimate to the contractor indicating in writing his reasons for refusing to approve payment. In the latter case, the contractor may make the necessary corrections and resubmit the partial payment estimate. The owner will, within ten (10) days of presentation to him of an approved partial payment estimate, pay the contractor a progress payment on the basis of the approved partial payment estimate. The owner shall retain a portion of the amount otherwise due the contractor in accordance with Section 31-5-33 of the Mississippi Code.

14.2 Contractor's Warranty of Title

The contractor warrants and guarantees that title to all work, materials, and equipment covered by an "Application for Payment," whether incorporated in the project or not, will have passed to the owner prior to the making of the "Application for Payment" free and clear of all liens, claims, security, interests and encumbrances (hereafter in these general conditions referred to as "Liens") and that no work, materials, or equipment covered by an "Application for Payment" will have been acquired by the contractor or by any other person performing the work at the site or furnishing materials and equipment for the project, subject to an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by the contractor or such other person.

14.3 Approval of Payments

The engineer's approval of any payment requested in an "Application for Payment" shall constitute a representation by him to the owner based on the engineer's on-site observations of the work in progress as an experienced and qualified design professional and on his review of the "Application for Payment" and the supporting data that the work has progressed to the point indicated; that, to the best of his knowledge, information, and belief, the quality of the work is in accordance with the contract documents (subject to an evaluation of the work is a functioning project upon substantial completion, to the results of any subsequent tests called for in the contract documents and any qualifications stated in his approval); and that the contractor is entitled to payment of the amount approved. However, by approving any such payment the engineer shall not thereby be deemed to have represented that he made exhaustive or continuous on-site observations to check the quality or the quantity of the work; or that he has reviewed the means, methods, techniques, sequences, and procedures of construction; or that he has made any examination to ascertain how or for what purpose the contractor has used the moneys paid or to be paid to him on account of the contract price; or that title to any work, materials, or equipment has passed to the owner free and clear of any liens.

14.4 Contractor's Certification Statement

The contractor shall make the following certification on each request for payment:

"I hereby certify that the labor and materials listed on this request for payment have been used in the construction of this work or that all materials included in this request for payment and not yet incorporated into the construction are now on the site or stored at an approved location, and payment received from the last request for payment has been used to make payments to all first-tier subcontractors and suppliers except as listed below."

14.5 Engineer's Final Payment Approval

The engineer's approval of final payment shall constitute an additional representation by him to the owner that the conditions precedent to the contractor's being entitled to final payment as set forth herein in **Article 14**, paragraph 14.11 have been fulfilled.

14.6 Engineer's Right to Refuse Payment Approval

The engineer may refuse to approve the whole or any part of any payment if, in his opinion, he is unable to make such representations to the owner as above listed in **Article 14**, paragraph 14.5. He may also refuse to approve any such payment, or because of subsequently discovered evidence or the results of subsequent inspection or tests, nullify any such payment previously approved, to such extent as may be necessary in his opinion to protect the owner from loss because:

14.6.1 the work is defective, or completed work has been damaged requiring connection or replacement;

14.6.2 the work for which payment is requested cannot be verified;

14.6.3 claims or liens have been filed, or there is reasonable evidence indicating the probable filing thereof;

14.6.4 the contract price has been reduced because of modifications;

14.6.5 the owner has been required to correct defective work or complete the work in accordance herein with **Article 13**, paragraph 13.1;

14.6.6 of unsatisfactory prosecution of the work, including failure to clean up as required by herein **Article 6**, paragraphs 6.28, 6.29 and 6.30;

14.6.7 of persistent failure to cooperate with other contractors on the project and persistent failure to carry out the work in accordance with the contract documents;

14.6.8 of liquidated damages payable by the contractor; or

14.6.9 of any other violation of or failure to comply with the provisions of the contract documents.

14.7 Owner's Use of Completed or Partially Completed Work

Prior to substantial completion, the owner, with the approval of the engineer and with the concurrence of the contractor, may use any completed or substantially completed portions of the work. Such use shall not constitute an acceptance of such portions of the work.

14.8 Owner's Right to Entry

The owner shall have the right to enter the premises for the purpose of doing work not covered by the contract documents. This provision shall not be construed as relieving the contractor of the sole responsibility for the care and protection of the work or the restoration of any damaged work except such as may be caused by agents or employees of the owner.

14.9 Engineer's Certificate

Upon completion and acceptance of the work the engineer shall issue a certificate attached to the final payment request that the work has been accepted by him under the conditions of the contract documents. The entire balance found to be due the contractor including the retained percentages, but except such sums as may be lawfully retained by the owner, shall be paid to the contractor within sixty (60) days of completion and acceptance of the work.

14.10 Contractor's Indemnification Requirements to Owner

The contractor will indemnify and save the owner or the owner's agents harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, material-men, and furnishes of machinery and parts thereof, equipment, tools, and all supplies incurred in the furtherance of the performance of the work. The contractor shall, at the owner's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the contractor fails to do so, the owner may, after having notified the contractor, either pay unpaid bills or withhold from the contractor's pay from the contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the contractor shall be resumed in accordance with the terms of the contract documents, but in no event shall the provisions of this sentence be construed to impose any obligations upon the owner to either the contractor, his surety, or any third party. In paying any unpaid bills of the contractor, any payment so made by the owner shall be considered as a payment made under the contract documents by the owner to the contractor and the owner shall not be liable to the contractor for any such payments made in good faith.

14.11 Acceptance of Final Payment as Release

The acceptance by the contractor of final payments shall be and operate as a release to the owner of all claims and all liability to the contractor other than claims in stated amounts as may be specifically excepted by the contractor for all things done or furnished in connection with his work and for every fact and neglect of the owner and others relating to or arising out of his work. Any payment, however, final or otherwise, shall not release

the contractor or his sureties from any obligations under the contract documents or the performance bond and payment bonds.

ARTICLE 15

SUSPENSION OF WORK AND TERMINATION

15.1 Owner May Suspend Work

The owner may, at any time and without cause, suspend the work or any portion thereof for a period of not more than ninety (90) days by notice in writing to the contractor and the engineer, which shall fix the date on which work shall be resumed. The contractor will resume the work on the date so fixed. The contractor will be allowed an increase in the contract price or an extension of the contract time, or both, directly attributable to any suspension if he makes claim therefore as provided herein in **Articles 11 and 12**.

15.2 Work During Inclement Weather

No work shall be done under these specifications except by permission of the owner when the weather is unfit for good and careful work to be performed. Should the severity of the weather continue, the contractor, upon the direction of the owner, shall suspend all work until instructed to resume operations by the owner and the contract time shall be extended to cover the duration of the order. Work damaged during the periods of suspension due to inclement weather shall be repaired and/or replaced by the contractor. Any compensation for repairs or replacements shall be subject to approval of the owner.

15.3 Owner May Terminate

If the contractor is adjudged bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the contractor or for any of his property, or if he files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or similar laws, or if he repeatedly fails to supply sufficient skilled workman or suitable materials or equipment, or if he repeatedly fails to make prompt payments to subcontractors or for labor, materials, and/or equipment, or he disregards laws, ordinances, rules regulations or orders of any public body having jurisdiction, or if he disregards the authority of the engineer, or if he otherwise violates any provision of the contract documents, then the owner may, without prejudice to any other right or remedy and after giving the contractor and his surety seven (7) days written notice, terminate the services of the contractor and take possession of the project and of all materials, equipment, tools, construction equipment, and machinery thereon owned by the contractor and finish the work by whatever method he may deem expedient. In such case the contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price exceeds the direct and indirect costs of completing the project, including compensation for additional professional services, such excess shall be paid to the contractor. If such costs exceed such unpaid balance, the contractor or the surety will pay the difference to the owner. Such costs incurred by the owner will be determined by the engineer and incorporated in a change order.

15.4 Rights of Owner Against Terminated Contractor

Where the contractor's services have been so terminated by the owner, said terminations shall not affect any rights of the owner against the contractor then existing or which may thereafter accrue. Any retention or payment of moneys by the owner due the contractor will not release the contractor from liability.

15.5 Owner's Right to Abandon Project

Upon seven (7) days written notice to the contractor and the engineer, the owner may, without cause and without prejudice to any other right or remedy, elect to abandon the project and terminate the agreement. In such case, the contractor shall be paid for all work executed and any expenses sustained plus a reasonable profit.

15.6 Removal of Equipment

In the case of termination of this contract before completion for any cause whatever, the contractor, if notified to do so by the owner, shall promptly remove any part or all of his equipment and supplies from the property of the owner. Should the contractor not remove such equipment and supplies, the owner shall have the right to remove them at the expense of the contractor. Equipment and supplies shall not be construed to include such items for which the contractor has been paid in whole or in part.

15.7 Contractor May Stop Work or Terminate

If, through no act or fault of the contractor, the work is suspended for a period of more than ninety (90) days by the owner, or under an order of court or other public authority, or the engineer fails to act on any "Application for Payment" within sixty (60) days after it is submitted, or the owner fails to pay the contractor any sum approved by the engineer or awarded by arbitrators within sixty (60) days of its approval and presentation, then the contractor may, upon seven (7) days written notice to the owner and the engineer, terminate the agreement and recover from the owner payment for all work executed and any expense sustained plus a reasonable profit. In addition and in lieu of terminating the agreement, if the engineer has failed to act on an "Application for Payment" or the owner has failed to make any payment as aforesaid, the contractor may upon seven (7) days notice to the owner and the engineer stop the work until he has been paid all amounts then due.

15.8 Owner Furnished Equipment

In case the owner furnishes equipment to the contractor to install but fails to deliver it to the contractor as required by supplementary or special conditions, and in case such failure causes the contractor additional expense or need for extension of time, the contractor may make such claims upon the owner and obtain adjustments as provided herein.

15.9 Liquidated Damages

If the contractor shall fail to complete the work within the contract time or extension of time granted by the owner, then the contractor will pay to the owner the amount for

liquidated damages as shown on his bid for each calendar day that the contractor shall be in default after the time stipulated in the contract documents.

ARTICLE 16 **ARBITRATION**

16.1 Arbitration Standards and Rules

All claims, disputes and other matters in question arising out of, or related to, this agreement or the breach thereof except for claims which have been waived by the making or acceptance of final payment as provided herein by **Article 14**, paragraph 14.11, shall be decided by arbitration, if all parties mutually agree, in accordance with the "Construction Industry Arbitration Rules of the American Arbitration Association" then obtaining, or in a court of competent jurisdiction. This agreement so to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any court having jurisdiction thereof. The arbitration decision must present findings of fact, conclusions of law, basis of award, and rationale.

16.2 Notice of Arbitration Requirements

Notice of the request for arbitration shall be filed in writing with the other party to the agreement and with the American Arbitration Association, if both parties mutually agree to arbitration, and a copy shall be filed with the engineer. The request for arbitration shall be made within the thirty (30) day period specified herein in **Article 9**, paragraph 9.11 where applicable, and in all other cases within a reasonable time after the claim, dispute, or other matter in question has arisen and in no event shall it be made after institution of legal or equitable proceedings based on such claim, dispute, or other matter in question would be barred by the applicable statute of limitations.

16.3 Arbitration Affects on Work

The contractor will carry on the work and maintain the progress schedule during any arbitration proceedings unless otherwise agreed by him and the owner in writing.

ARTICLE 17 **MISCELLANEOUS**

17.1 Recognized Delivery of Notice(s)

Whenever any provision of the contract documents requires the giving of written notice it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended or if delivered at or sent by registered or certified mail, postage prepaid to the last business address known to him who gives the notice.

17.2 Owner's Failure to Pay Contractor

If the owner fails to make payment sixty (60) days after approval by the engineer, in addition to other remedies available to the contractor, there shall be added to each such progress payment, interest at one percent (1%) per month commencing on the first day after said payment is due and continuing until the payment is received by the contractor.

17.3 Engineer's Property

All specifications, drawings, and copies thereof furnished by the engineer shall remain the engineer's property. They shall not be used on another project, and, with the exception of those sets which have been signed in connection with the execution of the agreement, shall be returned to him on request upon completion of the project.

17.4 Non-Limiting Rights and Remedies by Herein Identified Documents

The duties and obligations imposed by these general conditions, special conditions, and supplemental general conditions and the rights and remedies available hereunder, and, in particular but without limitation, the warranties, guarantees, and obligations imposed upon contractor and those in the special conditions and the rights and remedies available to owner and engineer thereunder shall be in addition to, and shall not be construed in any way as a limitation of, any rights and remedies available to them which are otherwise imposed or available by law, by special guarantee, or by other provisions of the contract documents.

17.5 Notice of Injury or Damage Claim

Should the owner or the contractor suffer injury or damage to his/its person or property because of any error, omission or act of the other or of any of his/its employees or agents or others for whose acts he/it is legally liable, claim shall be made in writing to the other party within a reasonable time of the first observance of such injury or damage.

17.6 Laws that Supersede Contract Documents

The contract documents shall be governed by the law of the place (location) of the project.

17.7 Practicable Schedule

The contractor shall within five (5) days or within such time as determined by the owner after date of commencement of work prepare and submit to the owner for approval a practicable schedule showing the order in which the contractor proposes to carry on the work, the date on which he will start the several salient features (including procurement of materials, plans and equipment), and the contemplated dates for completing the same. The schedule shall be in the form of a progress chart of suitable scale to indicate approximately the percentage of work scheduled for completion at any time. The contractor shall enter on the chart the actual progress at such intervals as directed by the owner and shall immediately deliver to the owner three (3) copies thereof. If the contractor fails to submit a progress schedule within the time herein prescribed, the owner may withhold approval of progress payment estimates until such time as the contractor

submits the required progress schedule.

17.8 Falling behind the Progress Schedule

If, in the opinion of the owner, the contractor falls behind the progress schedule, the contractor shall take such steps as may be necessary to improve his progress and the owner may require him to increase the number of shifts or overtime operations, days of work, or the amount of construction plant, or update the progress schedule to reflect increased production for meeting the completion date, or all of them, and to submit for approval such supplementary schedule or schedules in chart form as may be deemed necessary to demonstrate the manner in which the agreed rate of progress will be regained, all without additional cost to the owner.

17.9 Failure of Contractor to Comply with Owner Requirements

Failure of the contractor to comply with the requirements of the owner under this provision shall be grounds for determination by the owner that the contractor is not prosecuting the work with such diligence as will insure completion within the time specified. Upon such determination, the owner may terminate the contractor's right to proceed with the work or any separable part thereof in accordance with the clause of the contract entitled, "Termination for Default-Damages for Delay – Time Extensions."

17.10 Failure to Complete the Work on Time

Should the contractor fail to complete the work within the specified time or within any extra time allowed under these specifications, a sum of money determined by the following schedule shall be deducted from any funds due the contractor. The owner shall have the right to recover the said sum or sums from the contractor or from the surety or from both. The amounts of these deductions are to cover the liquidated damages to the owner incurred by additional or other expenses due to the failure of the contractor to complete the work or any part of the work within the time specified, and such deductions are not to be considered penalties.

17.11 Liquidated Damages

The damages indicated in the contract documents shall be considered as liquidated damages for the loss to the owner on account of the expense due to the employment of engineers and their assistants and to any others expenses incurred after the expiration of the contract time as determined by the engineer.

17.12 Laws that Supersede Contract Documents

The contract documents shall be governed by the law of the place (location) of the project.

**CERTIFICATION BY PROPOSED PRIME OR SUBCONTRACTOR
REGARDING EQUAL EMPLOYMENT OPPORTUNITY**

DWI-L-_____
(DWSIRLF Project Number)

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246, Part II, Section 203(b), (30 F.R. 12319-25). Any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clauses; and, if so, whether it has filed all compliance reports due under applicable instructions. Where this certification indicates that the prime or subcontractor has not filed a compliance report due under applicable instruction, such contractor shall be required to submit a compliance report.

THIS FORM ALONG WITH ITEMS LISTED IN SPECIAL NOTICE #1 IS TO BE SUBMITTED BY LOW BIDDER AND PROPOSED SUBCONTRACTORS WITH A PROCUREMENT VALUE OVER \$10,000 TO THE OWNER TEN (10) DAYS AFTER BID OPENING.

Prime or Subcontractor's Name: _____

Address: _____

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause. YES _____ NO _____
2. Compliance Reports were required to be filed in connection with such contract or subcontract. YES _____ NO _____

If YES, state what reports were filed and with what agency.

3. Bidder has filed all compliance reports due under applicable instructions YES _____ NO _____

4. If answer to item 3 is NO, please explain in detail on reverse side of this certification. The information above is true and complete to the best of my knowledge and belief. (A willfully false statement is punishable by law - U.S. Code, Title 18, Section 1001.)

NAME AND TITLE OF SIGNER (PLEASE TYPE)

SIGNATURE

DATE

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

Under Executive Order 12549 individuals or organizations debarred from participation in Federal Assistance Programs may not receive an assistance award under a federal program or subagreement thereunder for \$25,000 or more. Accordingly each recipient of a Drinking Water Systems Improvements Revolving Loan Fund loan or a contract (engineering or construction) awarded under a loan must complete the following certification (see 40 CFR 32.510).

The loan recipient must obtain this certification from all contractors (prime construction contractor and subcontractors/equipment/material suppliers). The Department will not approve the award of a contract for DWSIRLF participation until the loan recipient certifies that certification has been obtained from the successful bidder and his sub-contractors. Prime and subcontractor/equipment/material suppliers' certifications must be included with the executed contract documents submittal to the Department.

The prospective participant certifies to the best of their knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and (d) Have not within a three year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 U.S.C. Subsection 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Prime or Subcontractor's Name

Signature/Date

() I am unable to certify to the above statements. Attached is my explanation.

Davis Bacon and Related Acts

(a) The Recipient shall insure that the **loan recipient(s)** shall insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1, the following clauses:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Loan recipients may obtain wage determinations from the U.S. Department of Labor's web site, www.wdol.gov.

(ii)(A) The **loan recipient(s)**, on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The EPA award official shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the **loan recipient(s)** agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the **loan recipient(s)** to the State award official. The State award official will transmit the report, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the **loan recipient(s)** do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the questions, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The **loan recipient(s)**, shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe

benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the **loan recipient**, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the **loan recipient** shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the **loan recipient** (s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the **loan recipient** (s).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees--

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention

fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may be appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and **Loan recipient(s)**, State, EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

4. Contract Provision for Contracts in Excess of \$100,000.

(a) Contract Work Hours and Safety Standards Act. The **loan recipient** shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFF 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The **loan recipient**, upon written request of the EPA Award Official or an authorized representative of the Department of Labor, shall withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section.

(b) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the **loan recipient** shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the **Loan recipient** shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

5. Compliance Verification

- (a). The **loan recipient** shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The **loan recipient** must use Standard Form 1445 or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.
- (b) The **loan recipient** shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, the **loan recipient** must conduct interviews with a representative group of covered employees within two weeks of each contractor or subcontractor's submission of its initial weekly payroll data and two weeks prior to the estimated completion date for the contract or subcontract. **Loan recipients** must conduct more frequent interviews if the initial interviews or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. **Loan recipients** shall immediately conduct necessary interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.
- (c). The **loan recipient** shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The **loan recipient** shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, the **loan recipient** must spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. **Loan recipients** must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the **loan recipient** shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.
- (d). The **loan recipient** shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.
- (e) **Loan recipients** must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at <http://www.dol.gov/esa/contacts/whd/america2.htm>.

American Iron and Steel Provisions

This contract is funded in whole or in part by funds from the Consolidated Appropriations Act of 2014 (H.R. 3547). Section 436 states:

(a)(1) None of the funds made available by a State drinking water treatment revolving loan fund as authorized by section 1452 of the Safe Drinking Water Act (42 U.S.C. 300j-12) shall be used for a project for the construction, alteration, maintenance, or repair of a public water system or treatment works unless all of the iron and steel products used in the project are produced in the United States. (2) In this section, the term “iron and steel products” means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

(b) Subsection (a) shall not apply in any case or category of cases in which the Administrator of the Environmental Protection Agency (in this section referred to as the “Administrator”) finds that –

- (4) Applying subsection (a) would be inconsistent with the public interest;
- (5) Iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of satisfactory quality; or
- (6) Inclusion of iron and steel products in the United States will increase the cost of the overall project by more than 25 percent.

WAGE RATES

General Decision Number: MS20210063 01/01/2021

Superseded General Decision Number: MS20200063

State: Mississippi

Construction Type: Heavy
HEAVY CONSTRUCTION PROJECTS

Counties: Forrest, Lamar and Perry Counties in Mississippi.

HEAVY CONSTRUCTION PROJECTS EXCLUDING FLOOD CONTROL

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/01/2021

* ELEC0903-007 12/01/2019

	Rates	Fringes
ELECTRICIAN.....	\$ 27.45	9.5%+5.52

SUMS2015-029 04/03/2017

	Rates	Fringes
CARPENTER, Includes Form Work....\$ 16.77	0.00	
CEMENT MASON/CONCRETE FINISHER...\$ 17.75	0.00	
IRONWORKER, REINFORCING.....\$ 20.63	0.00	
IRONWORKER, STRUCTURAL.....\$ 19.00	0.00	
LABORER: Common or General, Includes Water Sewer Lines.....\$ 12.93	0.00	
LABORER: Pipelayer, Includes Water Sewer Lines.....\$ 14.04	1.92	
OPERATOR: Backhoe/Excavator/Trackhoe.....\$ 17.39	0.86	
OPERATOR: Bulldozer.....\$ 18.85	1.18	
OPERATOR: Crane.....\$ 22.66	4.66	
TRUCK DRIVER: Dump Truck, Includes Water Sewer Lines.....\$ 16.03	0.95	

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts. Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification

and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four-letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier. Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier. A UAVG rate will be updated once a year, usually in January of

each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

SUPPLEMENTAL GENERAL CONDITIONS

ARTICLE 1 - SPECIAL CONDITIONS

SCOPE AND INTENT

Special conditions shall prevail over General Conditions in case of conflict. The Contractor shall furnish all labor, materials, equipment (including fuel), tools, appliances, transportation and perform all operations in connection with the construction of, alterations to, or repair of, the building, including utilities, complete, in strict accordance with the specifications and the plans governing the construction of, alterations to, or repair of, the project.

EXAMINATION OF PREMISES

Before submitting a proposal for his work, each bidder shall be held responsible to have examined the site and satisfied himself as to the conditions under which work is to be performed.

PERMITS, TAXES, AND ORDINANCES

The Contractor shall pay for all required permits, give legal notices, and pay taxes and assessments levied in connection with this contract. Building regulations of the City of Petal Building Code shall be strictly adhered to and the contractor shall be responsible for knowledge thereof.

INSURANCES, ETC.

In addition to the requirements of the General Conditions, insurance coverage specified herein constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the **CONTRACTOR** under the terms of the Contract. The **CONTRACTOR** shall procure and maintain at his own expense any additional kinds and amounts of insurance that, in his own judgment, may be necessary for his proper protection in the prosecution of the Work.

The **CONTRACTOR** shall carry insurance as prescribed herein and all policies shall be with companies satisfactory to the **OWNER**.

If a part of this Contract is sublet, the **CONTRACTOR** shall require each Subcontractor to carry insurance of the same kinds and in like amounts as carried by the **CONTRACTOR**. Certificates of insurance shall state that 30 days written notice will be given to the **OWNER** before the policy is canceled or changed. No **CONTRACTOR** or Subcontractor will be allowed to start any construction work on this Contract until certificates of all insurance required herein are filed and approved by the **OWNER**. The certificates shall show the

type, amount, class of operations covered, effective dates and the dates of expiration of policies. The **CONTRACTOR** shall secure and maintain in effect for the period of the Contract and pay all premiums for the following kinds and amounts of insurance.

A. Workers' Compensation and Employer's Liability Insurance

This insurance shall protect the **CONTRACTOR** against all claims under applicable State Worker's Compensation Laws. The **CONTRACTOR** shall also be protected and shall cause each Subcontractor to be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a Worker's Compensation Law. The liability limits shall not be less than the required statutory limits for Worker's Compensation and Employer's Liability in the amount of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) for each person. This policy shall include an all states endorsement.

B. **CONTRACTOR'S** Comprehensive Public Liability and Property Damage Insurance, covering all operations in connection with the performance of this Contract in amounts not less than the following:

Bodily injury liability in the amount of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for each person and ONE MILLION DOLLARS (\$1,000,000) for each accident and property damage liability in the amount of TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000) for all damages arising out of the injury or destruction of property in any one accident and subject to that limit per accident a total for aggregate limit of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for all damages arising out of injury to or destruction of property during the policy period.

The Comprehensive Public Liability and Property Damage policies carried by both the **CONTRACTOR** and the Subcontractors shall contain an endorsement to include the coverage of the following hazards:

- a. Explosion, collapse, and underground property damage to include any damage or destruction of property below the surface of the ground, such as wires, conduits, pipes, mains, sewers, etc., caused by the **CONTRACTOR'S** operations.
- b. The collapse of and structural injury to any building, structure or property on or adjacent to the **OWNER'S** premises or right-of-way caused by the **CONTRACTOR'S** operations in the removal of other buildings, structures, or supports, or by excavation below the surface of the ground.
- c. Contractual Liability Coverage for the Hold Harmless segments of the Contract Documents.

C. **CONTRACTOR'S** Contingent or Protective Liability and Property Damage:

In case part of this Contract is sublet, the **CONTRACTOR** shall secure contingent or protective liability and property damage insurance to protect him from any and all claims arising from the operation of his Subcontractors in the execution of Work included in the Contract. In no case shall the amount of such protection be less than the limits of \$500,000/\$1,000,000 for Public Liability Insurance and \$500,000/\$1,000,000 for Property Damage Insurance. The coverage in each case shall be acceptable to the **OWNER**.

D. Automotive Public Liability and Property Damage

The **CONTRACTOR** shall maintain automobile public liability insurance in the amount of not less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for injury to one person and ONE MILLION DOLLARS (\$1,000,000) for one accident; and automobile property damage insurance in the amount of not less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for one accident to protect him from any and all claims arising from the use of the following:

- a. **CONTRACTOR'S** own automobiles and trucks.
- b. Hired automobiles and trucks.
- c. Automobiles and trucks owned by Subcontractors.

The aforementioned is to cover use of automobiles and trucks on and off the site of the Project.

E. OWNER'S Protective Liability Policy

The **CONTRACTOR** shall maintain **OWNER'S** Protective Liability Insurance with the **OWNER** as the named insured, and the **ENGINEER**, and their servants, agents and employees as additional insureds in amounts not less than the following:

- a. Bodily Injury in the amount of ONE MILLION DOLLARS (\$1,000,000) for each person and ONE MILLION DOLLARS (\$1,000,000) for each accident and property damage liability in the amount of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for all damages arising out of an injury or destruction of property in any one accident and subject to that limit per accident a total (or aggregate) limit of ONE MILLION DOLLARS (\$1,000,000) for all damages arising out of injury to or destruction of property during the policy period.

CLEANING UP

The Contractor shall, at all times, keep the premises free from accumulations of waste

materials and at the completion of the work, shall remove all his rubbish, tools, temporary buildings, etc. from and about the site and shall leave his work "broom" clean unless more exactly specified elsewhere. All glass shall be washed and left free from stains of any nature.

GUARANTEE

The Contractor shall guarantee to City of Petal all work under this contract to be free from defects in workmanship and materials for a period of one (1) year from date of final acceptance.

BIDS

The form of proposal or an exact facsimile thereof must be used by Contractors submitting proposal for any or all of the work included in these specifications and/or the accompanying plans. The receipt of all Addenda must be acknowledged and the receipt signed by the Contractor or his duly authorized representative and attached to the proposal form when the bids are submitted.

ARTICLE 2 - SPECIAL INSTRUCTIONS

LIMITATIONS

During construction, care is to be taken to prevent damage to the work in place. As soon as work is completed, all work is to be thoroughly cleaned. Before completion, all damaged work is to be repaired and left in perfect condition. The Contractor will be responsible for all clean-up of the premises. All trash, etc. will be hauled away from the site, and the site left in a clean and neat condition. Alcoholic beverages of any type will not be permitted on job site.

PRODUCT/MATERIALS SUBSTITUTION

Contractor will submit prior to starting work on project any changes to materials specified. Contractor will submit all specification data, company name, and supplier of material that he wishes to substitute. All material will be evaluated. Contractor will be given approval/disapproval with five (5) days by Owner. No substitutes will be taken into consideration after work has begun, no substitutes will be allowed if Contractor does not submit specification data within time allowed.

INSPECTION

All work covered by these specifications shall be subject to inspection by Owner or his authorized representative. Contractor will coordinate with Owner for inspections as required during construction, and furnish to the Owner in writing a project schedule prior to mobilization of work at the job site.

WARRANTY

The Contractor, upon completion of the project, shall furnish one (1) year written guarantee on all materials and workmanship to begin on the date of acceptance by the Owner or the Owner's appointed representative.

SPECIFICATIONS AND DRAWINGS ARE RECIPROCAL

The specifications and drawings are intended mutually to explain each other and anything which is referred to in the specifications and not shown on the drawings shall be considered as being shown and mentioned and referred to in both of these documents. Such work shall be done and performed accordingly. Any drawing attached to this specification form is an integral part thereof and where such drawings, if any, differ from these specifications, the specifications shall govern.

AS-BUILT DRAWINGS

Occasionally, during the course of construction, modifications and changes may occur due to site conditions, unforeseen circumstances and problems encountered. This may result in a modification of construction as originally depicted on drawings. Contractor will furnish the City of Petal a marked-up set of prints in red line of all changes and/or modifications that pertain to this contract. Drawings will be labeled. "AS-BUILT DRAWINGS".

ARTICLE 3 - GUARANTEES, WARRANTIES AND BONDS

1. All work will be guaranteed by the Contractor for a period of one (1) year from the date of substantial completion.
2. Wording for the notarized guarantee shall be as follows:
"We hereby guarantee all work performed by us on the above captioned project to be free from defective materials and workmanship for a period of one (1) year, or such longer period of time as may be called for in the Contract Documents for such portions of the work."
3. Guarantee Compliance:
Except as otherwise specified, all work shall be guaranteed by the Contractor and through him each sub-contractor against defects resulting from the use of inferior materials, equipment or workmanship for one (1) year from the date of substantial completion of the Contract. in case of work performed by his sub-contractors, the Contractor shall secure warranties from said sub-contractors and deliver copies of the same to the Owner upon completion of the work. If, within any guarantee period, repairs or changes are required in connection with guaranteed work which, in the Owner's opinion, are rendered necessary as the result of use of materials, equipment or workmanship which are inferior, defective or not in accordance with terms of the Contract: Contractor shall promptly upon receipt of Owner's written notice, and without expense of the Owner;
 - a. Place in satisfactory condition in every particular all such guaranteed work,

- correct all defects therein.
- b. Make good all damage to the building, site, equipment or building contents which in the Owner's opinion is the result of the use of materials, equipment or workmanship which are inferior, defective, or not in accordance with terms of the Contract.
 - c. Make good any work or material or the equipment and contents of building or site disturbed in fulfilling such guarantee.

In any case where fulfilling the requirements of the Contract, or any guarantee embraced in or required thereby, the Contractor disturbs any work guaranteed under another's Contract, he shall restore such disturbed work to condition satisfactory to the Owner and guarantee such restored work to the same extent as it was guaranteed under such other contract. If the Contractor, after notice, fails to proceed promptly to comply with terms of the guarantee, the Owner may have the defects corrected and the Contractor and his surety shall be liable for all expense incurred. All special guarantees applicable to definite parts of the work that may be stipulated in the specification or other Contract Documents shall be subject to the terms of this Specification Section during the first year of the life of such special guarantees. All guarantees and warranties shall be obtained in the Owner's name and evidence thereof shall be promptly delivered to the Owner's Representative for transfer to the Owner.

ARTICLE 4 - CLOSE-OUT DOCUMENTS

In general documents for close out, to be submitted by the Contractor to the Owner, prior to final payment, shall be; but not limited to the following:

- 1. APPLICATION FOR PAYMENT: AIA Document G-702
- 2. CERTIFICATE OF SUBSTANTIAL COMPLETION: AIA Document G-704
- 3. CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS:
AIA Documents G-706 and G-706A: The Contractor shall furnish these AIA Documents complete with attached notarized full release of liens, damages, and a guarantee that all materials and labor are paid in accordance with Contract Documents with the following wording:
"WE HEREBY CERTIFY THAT ALL BILLS FOR LABOR AND MATERIALS INCORPORATED INTO THE ABOVE CAPTIONED PROJECT UNDER OUR CONTRACT HAVE BEEN PAID AND THAT THE OWNER IS RELEASED FROM ANY AND ALL CLAIMS AND/OR DAMAGES UNDER THIS CONTRACT."
- 4. CONSENT OF SURETY COMPANY TO FINAL PAYMENT: AIA Document G-707
To be completed in full by the Bonding Company.
- 5. CONTRACTOR'S NOTARIZED STATEMENT:
Notarized statement that project has been constructed in accordance with Contract Documents.
- 6. CONTRACTOR'S NOTARIZED STATEMENT OF GUARANTEE/S:
All work will be guaranteed by the Contractor for a period of one (1) year from the date of substantial completion. Wording will be as follows:
"WE HEREBY GUARANTEE ALL WORK PERFORMED BY US ON ABOVE CAPTIONED PROJECT TO BE FREE FROM DEFECTIVE MATERIALS AND WORKMANSHIP FOR A

PERIOD OF ONE (1) YEAR, OR SUCH LONGER PERIOD OF TIME AS MAY BE CALLED FOR IN THE CONTRACT DOCUMENTS FOR SUCH PORTIONS OF THE WORK."

In the case of work performed by his sub-contractors, the Contractor shall secure warranties from said sub-contractors and deliver copies of same to the Owner upon completion of work.

7. OPERATING AND MAINTENANCE MANUALS:

All manufacturer's operating instructions and maintenance manuals will be compiled in a tabbed and labeled 3-ring binder. (Furnish Owner with two (2) sets).

8. FORM W-9, PAYER'S REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION (IRS):

Form W-9 is to be completed by non-corporation contractors. Non-applicable if Contractor's firm is Incorporated.

9. FINAL CLEANING:

At close out time clean and re-clean entire work to normal level for "FIRST CLASS" maintenance/cleaning.

**SUPPLEMENTAL GENERAL CONDITIONS
FOR
CONSTRUCTION OF DRINKING WATER SYSTEMS
IMPROVEMENTS REVOLVING LOAN FUND PROJECTS**

April 27, 2016

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The attached instructions and regulations as listed below shall be incorporated into the Contract Documents.

1.	Special Provisions	SGC-03
2.	General Conditions	SGC-04
	• Price Reduction For Defective Cost Or Pricing Data	
	• Audit - Access To Records	
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3.	EEO Documents	
	• Notice of Requirement for Affirmative Action	SGC-07
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6.	DWSIRLF Project Document Board	SGC-36
7.	American Iron and Steel Provisions	SGC-37

Attachments:

DBE Directory

Attachment 1

These Supplemental General conditions shall supersede any conflicting provisions of this contract.

SECTION 1 - SPECIAL PROVISIONS:

- (a) Construction shall be carried out so as to prevent by-passing of wastewater during construction.
- (b) Best Management Practices (BMP's) shall be used for erosion and sediment control on the construction site.
- (c) Disturbed areas shall be restored to the original or better condition.
- (d) It is the duty of the Contractor, the owner and the engineer to insure the construction of the project, including the letting of contracts in connection therewith, complies with all applicable laws and regulations and requirements of the United States of America or any agency thereof, the State of Mississippi or any agency thereof, or any local government or political subdivision to the extent that such requirements do not conflict with Federal laws and regulations and any regulations or policies established by the Local Governments and Rural Water Systems Improvements Board (Board).
- (e) The Contractor agrees to indemnify and save, release and hold harmless the State of Mississippi, the Board, the Mississippi State Department of Health (Department), and all of their employees and officers from and against any and all claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt and cost, including attorney's fees or expenses on the part of Contractor or Subcontractor or their agents or employees or any other parties arising out of or incident to, any and all work under the terms of this contract.
- (f) Upon execution of this contract between the Owner and the Contractor, the State of Mississippi, the Board, the Department, and all their employees and officers do not assume any authorities, duties, responsibilities, or liabilities under such contract.
- (g) The State of Mississippi, the Board, the Department and all their employees and officers, do not have any authority, duty, responsibility, or liability in contract claims identification, negotiation, resolution, or any other actions regarding contract claims under this contract.
- (h) No actions taken by the State of Mississippi, the Board, the Department and all their employees and officers either directly or indirectly, in regard to this contract constitute or establish any determinations, authority, duty, responsibility, or liability under this contract.
- (i) The Owner and the Contractor must resolve all claims and contract disputes, as provided in the contract documents, prior to the Owner's submission of any documents regarding DWSIRLF loan participation to the Department.

SECTION 2 - GENERAL CONDITIONS:

PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA

(NOTE - The following clause applies to (1) any sub-agreement negotiated between the Loan Recipient and its Contractor in excess of \$100,000; (2) negotiated sub-agreement amendments or change orders in excess of \$100,000 affecting the price of formally advertised, competitively awarded, fixed price sub-agreement, or (3) any lower tier sub-agreement or purchase order in excess of \$100,000 under a sub-agreement other than a formally advertised, competitively awarded, fixed price sub-agreement. This clause does not apply to sub-agreements awarded on the basis of effective price competition.)

- (a) The Contractor and Subcontractor, where appropriate, assure that the cost and pricing data submitted for evaluation with respect to negotiation of prices for negotiated sub-agreements, lower tier sub-agreements and change orders is based on current, accurate and complete data supported by their books and records. If the Loan Recipient or Department Staff determine that any price (including profit) negotiated in connection with this sub-agreement, lower tier sub-agreement or amendment thereunder was increased by any significant sums because the data provided was incomplete, inaccurate or not current at the time of submission, then such price or cost or profit shall be reduced accordingly and the recipient shall modify the sub-agreement in writing to reflect such action.
- (b) Failure to agree on a reduction shall be subject to the remedies clause of this sub-agreement.

(Note - Since the agreement is subject to reduction under this clause by reason of defective cost or pricing data submitted in connection with lower tier sub-agreements, the Contractor may wish to include a clause in each lower tier sub-agreement requiring the lower tier subcontractor to appropriately indemnify the Contractor. It is also expected that any lower tier Subcontractor subject to such indemnification will generally require substantially similar indemnification for defective cost or pricing data submitted by lower tier contractors.)

AUDIT - ACCESS TO RECORDS

- (a) The Contractor shall maintain books, records, documents and other evidence directly pertinent to performance on State funded work under this sub-agreement in accordance with generally accepted accounting principles and practices consistently applied, and 40 CFR Part 30 in effect on the date of execution of this sub-agreement. The Contractor shall also maintain the financial information and data used in the preparation or support of the cost submission required under 40 CFR 33.290 for any negotiated sub-agreement or change order and a copy of the cost summary submitted to the Loan Recipient. The United States Environmental Protection Agency, the Comptroller General of the United States, the United States Department of Labor, the Loan Recipient, and (the State of Mississippi) or any of their authorized representatives shall have access to all such books,

records, documents and either evidence for the purpose of inspection audit and copying during normal business hours. The Contractor shall provide proper facilities for such access and inspection.

- (b) If this is a formally advertised, competitively awarded, fixed price sub-agreement, the Contractor agrees to make paragraphs (a) through (g) of this clause applicable to all negotiated change orders and sub-agreement amendments affecting the sub-agreement price. In the case of all other types of prime sub-agreements, the Contractor agrees to make paragraphs (a) through (g) applicable to all sub-agreements be awarded in excess of \$10,000, at any tier, and to make paragraphs (a) through (g) of this clause applicable to all change orders directly related to project performance.
- (c) Audits conducted under this provision shall be in accordance with generally accepted auditing standards and with established procedures and guidelines of the reviewing or audit agency(ies).
- (d) The Contractor agrees to disclose all information and reports resulting from access to records under paragraphs (a) and (b) of this clause to any of the agencies referred to in paragraph (a).
- (e) Records under paragraphs (a) and (b) above shall be maintained by the Contractor during performance on State assisted work under this sub-agreement and for the time periods specified in 40 CFR Part 30. In addition, those records which relate to any controversy arising under a State assistance agreement, litigation, the settlement of claims arising out of such performance or to costs or items to which an audit exception has been taken shall be maintained by the Contractor for the time periods specified in 40 CFR Part 30.
- (f) Access to records is not limited to the required retention periods. The authorized representatives designated in paragraph (a) of this clause shall have access to records at any reasonable time for as long as the records are maintained.
- (g) This right of access clause applies to financial records pertaining to all sub-agreements (except formally advertised competitively awarded, fixed price sub-agreements) and all sub-agreement change orders regardless of the type of sub-agreement, and all sub-agreement amendments regardless of the type of sub-agreement. In addition this right of access applies to all records pertaining to all sub-agreements, sub-agreement change orders and sub-agreement amendments:
 - (1) To the extent the records pertain directly to sub-agreement performance;
 - (2) If there is any indication that fraud, gross abuse or corrupt practices may be involved; or
 - (3) If the sub-agreement is terminated for default or for convenience.

COVENANT AGAINST CONTINGENT FEES

The Contractor assures that no person or selling agency has been employed or retained to solicit or secure this sub-agreement upon an agreement or understand for a commission, percentage, brokerage or contingent fee excepting bonafide employees or bonafide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this assurance, the Loan Recipient shall have the right to annul this agreement without liability or, at its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage brokerage or contingent fee.

GRATUITIES

- (a) If the Loan Recipient finds after a notice and hearing that the Contractor or any of the Contractor's agents or representatives offered or gave gratuities (in the form of entertainment, gifts or otherwise) to any official, employee or agent of the Loan Recipient, the State in an attempt to secure a sub-agreement or favorable treatment in awarding, amending or making any determination related to the performance of this sub-agreement, the Loan Recipient may, by written notice to the Contractor, terminate this sub-agreement. The Loan Recipient may also pursue other rights and remedies that the law or this sub-agreement provides. However, the existence of the facts on which the Loan Recipient bases such findings shall be in issue and may be reviewed in proceedings under the Remedies clause of this sub-agreement.
- (b) In the event this sub-agreement is terminated as provided in paragraph (a) the Loan Recipient may pursue the same remedies against the Contractor as it could pursue in the event of a breach of the sub-agreement by the Contractor, and as a penalty, in addition to any other damages to which it may be entitled by law, be entitled to exemplary damages in an amount (as determined by the recipient) which shall be not less than three nor more than ten times the costs the Contractor incurs in providing any such gratuities to any such officer or employee.

SECTION 3 - EEO DOCUMENTS:

EEO Notice

Following is the standard language which must be incorporated into all solicitations for offers and bids on all DWSIRLF Loan Program - assisted construction contracts or subcontracts in excess of \$10,000 to be performed in designated geographical areas:

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL OPPORTUNITY (EXECUTIVE ORDER 11246)

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" which is included in the Nondiscrimination Provision, Labor Standards and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for minority participation in each trade:	Goals for female participation in each trade:
Insert goals for each year	6.9%
See Goals:	

These goals are applicable to all the Contractor's construction work (whether or not it is DWSIRLF Loan Program assisted) performed in the covered area. The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minority and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performance.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontractor; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.
4. As used in this Notice, and in the contract resulting from this solicitation, the “covered area” is (insert description of the geographical areas where the contract is to be performed giving the state, county and city, if any).

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

SEE LABOR STANDARDS PROVISIONS AND NONDISCRIMINATION PROVISIONS

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION

CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)

EEO Specifications

Following is the standard language which must be incorporated into all solicitations for offers and bids on all federal and federally-assisted construction contracts or subcontracts in excess of \$10,000 to be performed in designated geographical areas:

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)

1. As used in these specifications:
 - a. “Covered area” means the geographical area described in the solicitation from which this contract resulted;
 - b. “Director” means Director, Office of Federal Contract Compliance Program, United States Department of Labor, or any person to whom the Director delegates authority;
 - c. “Employer identification number” means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
 - d. “Minority” includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications. Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U. S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

- a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
- c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources complied under 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, lay-off, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as superintendents, general foreman, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
- n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

- o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associates.
 - p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligation.
- 8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
- 9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
- 10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
- 11. The Contractor shall not enter into any subcontract with any person or firm debarred from government contracts pursuant to Executive Order 11246.
- 12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

GOALS

The following goals for female and minority utilization shall be included in all federal and federally assisted construction contracts and subcontracts in excess of \$10,000.00.

EEO Goals applicable for this project:

Women: 1.1%

Minorities: 3.1%

Appendix B-80

Until further notice, the following goals for minority utilization in each construction craft and trade shall be included in all federal or federally assisted construction contracts and subcontracts in excess of \$10,000.00 to be performed in the respective geographical areas. The goals are applicable to each nonexempt contractor's total onsite construction workforce, regardless of whether or not part of that workforce is performing work on a federal, federally assisted or non-federally related project, contract or subcontract.

Construction contractors which are participating in an approved Hometown Plan (See 41 CFR 60-4.5) are required to comply with the goals of the Hometown Plan with regard to construction work they perform in the area covered by the Hometown Plan. With regard to all their other covered construction work, such contractors are required to comply with the applicable SMSA or EA goal contained in this Appendix B-80.

ECONOMIC AREAS

Area	Minority Goal (Percent)
1. MISSISSIPPI COUNTIES LOCATED IN MOBILE, AL AREA: 047 Mobile, AL	
SMSA Counties	
6025 Pascagoula - Moss Point, MS	16.9
MS – Jackson	
2. MISSISSIPPI COUNTIES LOCATED IN MEMPHIS, TN AREA: 055 Memphis, TN	
SMSA Counties	
4920 Memphis, TN-AR-MS	32.3
MS - Desoto,	
Non-SMSA Counties	
MS - Alcorn, Benton, Bolivar, Calhoun,	26.5
Carroll, Chickasaw, Clay, Coahoma, Grenada,	
Itawamba, Lafayette, Lee, Leflore, Marshall,	
Monroe, Montgomery, Panola, Pontotoc,	

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Prentiss, Quitman, Sunflower, Tallahatchie,
Tate, Tippah, Tishomingo, Union, Washington,
Webster, Yalobusha

3. MISSISSIPPI:
112 Jackson, MS
SMSA Counties: 30.3
3560 Jackson, MS
MS - Hinds, Rankin
Non-SMSA Counties 32.0
MS - Attala, Choctaw, Claiborne, Clarke,
Copiah, Covington, Franklin, Holmes,
Humphreys, Issaquena, Jasper, Jefferson,
Jefferson Davis, Jones, Kemper, Lauderdale,
Lawrence, Leake, Lincoln, Lowndes, Madison,
Neshoba, Newton
4. MISSISSIPPI COUNTIES LOCATED IN NEW ORLEANS, LA AREA:
113 New Orleans, LA
SMSA Counties: 19.2
0920 Biloxi, Gulfport, MS
MS - Hancock, Harrison, Stone
Non-SMSA Counties 27.7
MS - Forrest, Lamar, Marion, Pearl River,
Perry, Pike, Walthall
5. MISSISSIPPI COUNTIES LOCATED IN BATON ROUGE, LA AREA:
114 Baton Rouge, LA 26.1
Non-SMSA Counties
MS - Adams, Amite, Wilkinson

40 CFR PART 8, EQUAL OPPORTUNITY REQUIREMENTS

During the performance of this contract, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this equal opportunity (federally assisted construction) clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (3) The Contractor will send to each labor union or representative of workers, with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the Contractor's non-compliance with the equal opportunity (federally assisted construction) clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulations, or order of the Secretary of Labor, or as provided by law.
- (7) The Contractor will include this equal opportunity (federally assisted construction) clause in every subcontract or purchase order unless exempted by the rules, regulations, or

orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor, as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentally or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the Agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor; that it will furnish the Agency and the Secretary of Labor such information as they may require for the supervision of such compliance; and that it will otherwise assist the Agency in the discharge of its primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to the Order with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Order and will carry out such sanctions and penalties for violation of the equal opportunity clause, as may be imposed upon contractors and subcontractors by the Agency or the Secretary of Labor pursuant to Part II, Subpart D of the Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the Agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

SPECIAL NOTICE #1
EEO DOCUMENTATION REQUIRED BY
FEDERAL EXECUTIVE ORDER 11246 AS AMENDED

Federal Executive Order 11246 requires an EEO commitment of the prime contractor and all subcontractors (in excess of \$10,000). EEO Affirmative Action is mandated throughout the duration of the contract.

Failure to submit the required EEO documentation may subject the Contractor to sanctions under Executive Order 11246.

THE LOW, RESPONSIVE, RESPONSIBLE BIDDER MUST FORWARD THE FOLLOWING ITEMS, IN DUPLICATE TO THE OWNER NO LATER THAN 10 DAYS AFTER BID OPENING. THE OWNER SHALL TRANSMIT 1 COPY TO DEQ WITHIN 14 DAYS AFTER BID OPENING.

1. DWSIRLF Project Number. Project Location. Type of Construction.
2. Copy of EEO-1 Report (Employer Information Report, annually submitted to the Equal Employment Opportunity Commission). Required for Firms with 100 employees or more.
3. Copy of the Affirmative Action Plan of the Contractor. Indicate company official responsible for EEO.
4. List of current construction contracts, with dollar amount. List contracting federal agency, if applicable.
5. Statistics concerning company percent workforce, permanent and temporary, by sex, race and trade.
6. List of employment sources for project in question. If union sources are utilized, indicate percentage of minority membership within the union crafts.
7. Anticipated employment needs for this project, by sex, race and trade, with estimate of minority participation in specific trades.
8. List of subcontractors (name, address and telephone) with dollar amount and duration of subcontract. Subcontractors' contracts over \$10,000 must submit items one (1) through eight (8).
9. List of any subcontract work yet to be committed with estimate of dollar amount and duration of contract.
10. Contract Price. Duration of prime contract.

11. Each Contractor shall be required to maintain in their files a CC-257, monthly Employment Utilization Report, for each month of the construction period.

SECTION 4 - UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBEs):

It is the policy of the Drinking Water State Revolving Loan Fund and the Environmental Protection Agency (EPA) to promote a “fair share” of sub-agreement awards to small, minority and women’s businesses for equipment, supplies, construction, and services. Compliance with these contract provisions is required in order for project costs to be eligible for DWSRF Funding. Failure on the part of the apparent successful bidder to submit required information to the loan recipient (Owner) may be considered by the owner in evaluation whether the bidder is responsive to bid requirements. This requirement is contained in Appendix E of the DWSIRLF Program Regulations.

The following procedures are to be followed for procurement under DWSIRLF construction loans:

If the successful bidder plans to enter into sub-agreements for construction, equipment, materials and/or supplies the bidder must submit to the owner within 10 days after bid opening, evidence of the affirmative steps taken to utilize small, minority and women’s businesses, as described under the section entitled “Submittal of MBE/WBE Documentation”. The affirmative steps are:

- (1) Ensure DBEs are made aware of contracting opportunities to the extent practicable, including placing DBEs on solicitation lists and soliciting them whenever there are potential sources;
- (2) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. Assure that DBEs businesses are solicited whenever they are potential sources;
- (3) Divide total requirements, when economically feasible, into small tasks or quantities to permit maximum participation of DBEs;
- (4) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually;
- (5) Utilize the services and assistance of the Department of Economic and Community Development’s Rural Minority Business Development Center and the contract procurement centers (See The Department of Environmental Quality’s Minority and Women Business Enterprises Resource Directory for the locations of these centers);
- (6) Require the subcontractor to take the steps listed above, if the subcontractor awards sub-agreements.

For purposes of clarification:

- The term sub-agreement as used in this section refers to a subcontract for construction work or a purchase order for equipment, supplies and/or materials.
- This requirement applies to any DWSIRLF financially assisted procurement agreement or sub-agreement in excess of \$10,000.
- This requirement mandates two responsibilities; separate solicitations must be made of minority business enterprises and women's business enterprises.
- A minority business is a business, at least 51 percent of which is owned and controlled by minority group members (Black; Hispanic; Asian American; American Indian; and any other designations approved by the Office of Management and Budget). Any specific clarification concerning the ownership and/or control issues will be provided by the Department.
- A women's business is a business, at least 51 percent of which is owned and controlled by one or more women.
- The control determination will revolve around the minority or woman owner's involvement in the day-to-day management of the business enterprise.
- Solicitation should allow adequate time for price analysis; the Department requires that contact be made no later than 10 days before bid opening.
- Prime Contractors must include the project's MBE and WBE fair share objectives percentages in their requests for quotes (solicitations) to MBE and WBE firms.
- Efforts taken to comply with this requirement must be documented in detail; maintain records of firms contacted, including any negotiation efforts to reach competitive price levels, and awards to the designated firms.
- The prime contractor must utilize the services of "The Rural Minority Business Development Center" (RMBDC) and the "Contract Procurement Center" closest to the project. The RMBDC is operated by the Mississippi Department of Economic and Community Development, Minority Business Enterprise Division under a grant from the United States Department of Commerce - Minority Business Development Agency. The RMBDC provides technical, financial and contracting assistance to minority business enterprises. The U.S. Small Business Administration and the State of Mississippi jointly fund the Contract Procurement Centers. These centers, upon request, provide a listing of small, minority and women's businesses. They notify these businesses of contracting and subcontracting opportunities. Use of the services provided by centers does not

absolve the prime contractors from pursuing additional efforts to comply with this requirement.

- Bidders may rely on written representation by a subcontractor regarding its status as a minority or women's business. However, the Department will require any DBE that has not previously participated in an EPA or DWSIRLF funded project to submit a DBE certification from the Mississippi Department of Economic and Community Development; U.S. Small Business Administration's 8A Program or Mississippi Department of Transportation. If the firm does not have such DBE certification, or if the Department has reasonable cause to believe that a firm doing business is not a legitimate DBE, the Department will require that firm to submit appropriate data to prove ownership and control.
- Challenges to DBE status will not be accepted under the bid protest procedures. Any individual or firm that files a false statement may be prosecuted under U.S.C. 1001. If allegations are made that a firm misrepresented its status as a MBE/WBE, the matter may be investigated by the Office of the Inspector General, and, if appropriate, turned over to the Department of Justice for criminal and/or civil prosecution.
- Credit for DBE participation shall be granted for DBE firms performing a useful business function according to custom and practice in the industry. A DBE firm may further subcontract a portion of the work provided that such further subcontracting is in accordance with these contract documents and that the majority of work is being performed by the MBE or WBE firm having the contract. MBE/WBE participation will not be counted when the MBE and/or the WBE subcontracts back to the prime contractor.
- DBE firms serving as material and equipment suppliers under DWSIRLF funded projects will be credited toward the projects' DBE fair share objectives in accordance with the following definition and conditions:

A supplier is defined as a business which acts as a distributor of materials or equipment, and which provides a commercially useful function when such activity is traditional in the industry manufacturing the material or equipment supplied.

Commercially useful function normally includes:

- (1) Providing technical assistance to the purchaser prior to the purchase, during installation and after the supplies or equipment are placed in service;
- (2) Manufacturing or being first tier below manufacturer of the supplies or equipment supplied;

- (3) Providing functions other than just accepting and referring request for supplies or equipment to another party for direct shipment to a contractor.

DBE suppliers who provide a commercially useful service such as delivery to site, modification or assembly of purchased items at their place of operation or at the job site will have 100% of procurement value credited to the project's DBE fair share objectives;

DBE suppliers who serve as sales representatives of authorized dealers will have 25% of the procurement value credited to the project's DBE fair share objective. Haulers will receive 100% credit if they provide the material that is hauled. No credit will be granted for MBE/WBE suppliers who serve as passive conduits of funds for the purchase of supplies and/or equipment to some other, non-minority firm.

- Expenditures to DBE firms that act as a broker in a transaction will not be counted toward the DBE fair share objectives. A broker is a firm that does not, itself, perform, manage or supervise the work of its contract or subcontract in a manner consistent with the normal business practices for contractors or subcontractors in its line of business. A DBE firm will also be considered a broker if it subcontracts 50 percent or more of the work.
- Any proposed changes from the approved Small/Minority/Woman business participation after EEO/DBE approval shall be reported with the reason for the proposed deviation to and approved by the Department prior to initiation of the action.
- During construction of the project the Department may conduct an DBE Utilization Follow-up Review. Prime contractor(s) may be required to provide verification of reported DBE utilization. This verification may include invoices for supplies and/or equipment, pay requests from MBE and WBE subcontractors, etc.
- Each DWSIRLF loan recipient and its prime contractor shall be required to submit a DWSIRLF34 Form, Semi-annual DBE Utilization Report within seven (7) days after the end of each reporting period (April 7th and October 7th).

SUBMITTAL AND APPROVAL OF DBE DOCUMENTATION

The successful bidder shall submit the following documentation of good faith efforts to achieve the project's DBE fair share objectives:

A. If the fair share objectives were met:

1. Total dollar amount of proposed contract;

2. Total dollar amount of proposed DBE participation;
3. Percentage of proposed DBE participation;
4. Name, address, telephone number, contact person of each proposed DBE subcontractor and/or supplier, type of proposed subcontract and dollar amount, and identification of each subcontract as a DBE contractor, and;
5. Certification from each DBE firm declaring its status as a DBE firm, if they have not previously participated on a DWSIRLF funded project.

B. If the fair share objectives were not met:

1. Copies of solicitation letters from the successful bidder (delivered by certified mail, return receipt requested) mailed to DBE firms requesting proposals for specific subcontracting opportunities, material or supply needs and encouraging inquiries for further details. Solicitation letters must include the project's MBE and WBE percentages. Solicitation letters should have been sent in a timely manner (post marked no later than 10 days before bids were due). Letters that are general in nature and do not request quotes or proposals for specific subcontracting opportunities, equipment, material and supply needs will not be acceptable as good faith efforts to obtain MBE and WBE participation (See Sample letter from contractor to MBE/WBE firms on page SGC-28).
2. Copies of solicitation letters from the successful bidder to the Mississippi Rural Minority Business Development Center and the Contract Procurement Center closest to the project area requesting their assistance in identifying DBE firms.
3. If the successful bidder, in addition to solicitation letters, chose to use newspaper advertisements to solicit DBE firms (use of newspaper advertisements cannot be substituted for solicitation letters), documentation should include proof of publication of requests for proposals or bids in newspapers in the project's general area.
4. The successful bidder must submit a listing of those DBE firms from whom quotes or proposals were received who were not awarded subcontracts, for construction, equipment, supplies and/or materials. If a DBE did not receive a subcontract, the successful bidder must document that the subcontractor or supplier selected was lower in price than the DBE firm's proposal and that the scope of work or equipment/material purchase was the same as bid on by the DBE and not a reduced portion thereof.
5. If there are any DBE subcontracts (although the fair share objectives were not met) the information specified in Provisions 1-5 of Section A must be provided.

6. Once DBE documentation is submitted, the Department will determine if deficiencies exist in the DBE documentation. If the Department determines that such deficiencies are correctable, the successful bidder will be informed as to what actions must be taken to correct the deficiency. Award of the proposed construction contract will not be approved for loan participation until the corrective action has been taken.

Please be aware that DBE Documentation is a matter of bidder responsibility. Failure on the part of the low bidder to take the required corrective action will cause the loan recipient to determine whether the low bidder satisfied the required responsibility criteria and to reject any bidder that fails to meet the criteria.

**SAMPLE
LETTER FROM CONTRACTOR TO MBE/WBE FIRMS**

(CONTRACTOR'S LETTERHEAD)

Date

(MBE/WBE Name)
(Address)

RE: Project # DWI-L _____

Dear _____:

This company intends to submit a bid on the above referenced project.

We are soliciting a proposal from you for any item or items on this project for which you are qualified to subcontract. You may submit proposals to subcontract items of construction or for project materials and supplies if you are a distributor of materials or equipment. The project's MBE/WBE fair share objectives are _____% MBE and _____%WBE.

A Bid Schedule is attached for your review. You are encouraged to submit proposals on any item(s) for which you are qualified to subcontract. Proposals must be submitted by _____(date) to be considered.

For further details, you are encouraged to call this office at (telephone number) and ask for (person's name) during normal business hours.

Sincerely,

(Name of Contractor)

Enclosure:

SECTION 5 - Davis Bacon and Related Acts Requirements:

Labor Standards Provisions for Federally Assisted Contracts

(a) The Recipient shall insure that the **subrecipient(s)** shall insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1, the following clauses:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Loan recipients may obtain wage determinations from the U.S. Department of Labor's web site, www.wdol.gov.

(ii)(A) The loan recipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The EPA award official shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the loan recipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the loan recipient(s) to the State award official. The State award official will transmit the report, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140)

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the and the loan recipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the questions, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140)

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The loan recipient(s), shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the

contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the loan recipient, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the loan recipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the loan recipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting officer or loan recipient.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5

(a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5

(a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination.

Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may be appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and loan recipient(s), State, EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

4. Contract Provision for Contracts in Excess of \$100,000.

(a) Contract Work Hours and Safety Standards Act. The loan recipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFF 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The loan recipient, upon written request of the EPA Award Official or an authorized representative of the Department of Labor, shall withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any

liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section.

(b) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the loan recipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the loan recipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

5. Compliance Verification

(a). The **subrecipient** shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The **subrecipient** must use Standard Form 1445 or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(b) The **subrecipient** shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, the **subrecipient** must conduct interviews with a representative group of covered employees within two weeks of each contractor or subcontractor's submission of its initial weekly payroll data and two weeks prior to the estimated completion date for the contract or subcontract. **Subrecipients** must conduct more frequent interviews if the initial interviews or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. **Subrecipients** shall immediately conduct necessary interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.

(c). The **subrecipient** shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The **subrecipient** shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, the **subrecipient** must spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. **Subrecipients** must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the **subrecipient** shall verify evidence of fringe benefit

plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

(d). The **subrecipient** shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(e) **Subrecipients** must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at <http://www.dol.gov/esa/contacts/whd/america2.htm>.

SECTION 6 - DWSIRLF Project Document Board:

Due to various notice and posting requirements, a suitable document board must be provided on site for all the required posters and other information. Where necessary, document board must be weatherization to protect all the documents.

At a minimum, project document board must be large enough to accommodate the postings of a description of the project (8½ x 11 Sheet), the required wage determinations and Davis Bacon Posters of the Davis Bacon Act (a provision of the federal capitalization grant requirements) the required EEO posters.

PROJECT DESCRIPTION

ATTENTION BAY SPRINGS WATER CUSTOMERS

The City of Bay Springs has accepted a loan through the Mississippi State Department of Health administered by the Mississippi Drinking Water System Improvements Revolving Loan Fund Program to construct Larger Water Lines Along SR 18 E, County Road 1521, and County Road 1523. This project is fully funded by the EPA. You, as the customer, can look forward to improved pressure and volume for domestic and fire protection upon completion of the project.

American Iron and Steel Provisions

This contract is funded in whole or in part by funds from the Consolidated Appropriations Act of 2014 (H.R. 3547). Section 436 states:

(a)(1) None of the funds made available by a State drinking water treatment revolving loan fund as authorized by section 1452 of the Safe Drinking Water Act (42 U.S.C. 300j-12) shall be used for a project for the construction, alteration, maintenance, or repair of a public water system or treatment works unless all of the iron and steel products used in the project are produced in the United States. (2) In this section, the term “iron and steel products” means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

(b) Subsection (a) shall not apply in any case or category of cases in which the Administrator of the Environmental Protection Agency (in this section referred to as the “Administrator”) finds that –

- (1) Applying subsection (a) would be inconsistent with the public interest;
- (2) Iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of satisfactory quality; or
- (3) Inclusion of iron and steel products in the United States will increase the cost of the overall project by more than 25 percent.

Attachment 1

DBE Directory

CENTRAL MISSISSIPPI PROCUREMENT CENTER

DBE – LIST OF ELIGIBLES

MINORITY BUSINESS ENTERPRISES

A & E UNDERGROUND LLC
2120 MOSES ROAD
RAYMOND MS 39154
EDDIE FREEMAN
Free5036@bellsouth.net
601-832-8008
UNDERGROUND DIRECTIONAL DRILLING,
UTILITIES, SEWER, WATER

BARNES TRUCKING
2034 MILES STATION ROAD
HERMANVILLE MS 39086

ISAAC BARNES
601-885-6727 601-941-2043 (FAX)
HAULING, CLEARING, GRUBBING,
EXCAVATION

ENVIRONMENTAL RESEARCH &
DEVELOPMENT
1015 MEADOWS STREET
VICKSBURG MS 39180
MILTON BEVERLY
601-529-2317
ENVIR CONTROLS, RESEARCH, MGT
CONSULTING SERVICES

FISH & FISHER TRUCKING INC
405 BRIARWOOD DRIVE SUITE 105B
P O BOX 347
JACKSON MS 39206
601-899-9492 601-899-9972 (FAX)
HAULING, TRANSPORTATION OF
CONSTRUCTION ITEMS. "ICC DOT
AUTHORITY 48 STATES"

FISHER CONSTRUCTION INC.
P.O. BOX 16592
JACKSON, MS 39211
RENNA FISHER
GENERAL FREIGHT TRUCKING (LOCAL)
SITE PREP CONTRACTORS (DEMO)

FORTSON GROUP INC/INDUST SUPPLY CO.
P O BOX 3256
JACKSON MS 39207
ROBERT L WILLIAMS
601-948-2053 1-800-948-2058
601-948-2065 (FAX)
SITE WORK LANDSCAPING, DIRT WORK,
DEMOLITION, DEBRIS REMOVAL,
ELECTRICAL UTILITIES, GENERAL
CONSTRUCTION

TRACKLA SERVICES, INC.
P.O. BOX 821711
VICKSBURG, MS 39180
REXAL HEIDELBURG, PRESIDENT
(601) 619-9300 Fax (601) 619-9301
SITE PREPARATION (clearing and grubbing),
CONCRETE CULVERTS & DRAINAGE
STRUCTURES, LAYING PIPE AND HAULING

L SCOTT CONSTRUCTION COMPANY
84 EAST FRANKLIN STREET
NATCHEZ MS 39120
LEE EDWARD SCOTT
601-446-7535 601-442-3457
CONCRETE, CURB AND GUTTER, EROSION
CONTROL, CONCRETE AND ASPHALT
REMOVAL, EXCAVATION, GRANULAR
MATERIALS, SPREADING AND
COMPACTING

LARRY HARPER dba HARPERS
CONTRUCTION
1917 ROBINSON STREET
JACKSON MS 39209
LARRY D HARPER
lharp@jam.rr.com
601-352-4039 601-353-5963 (FAX)
CONSTRUCTION CLEANUP, SITE CLEANUP,
HAULING, DIRT REMOVAL

MAC CONSTRUCTION COMPANY
2440 BAILEY AVENUE, SUITE D
JACKSON MS 39213
MARCUS WALLACE
Wallgroup2@yahoo.com
601-362-1852
DEMOLITION, HAULING, PAINTING,
FOUNDATION, ETC., SITE PREPARATION

MULTI-CON INC
P O BOX 9325
JACKSON MS 39286
JOE COLLINS
Multiconelec@jam.rr.com
601-922-7777 601-982-1522 (FAX)
ELECTRICAL WORK

SOCRATES GARRETT ENTERPRISES INC
2659 LIVINGSTON ROAD
JACKSON MS 39213
601-896-0084
SITE PREPARATION & ASPHALT, WATER &
SEWER LINES, CONSTRUCTION SAND AND
GRAVEL MINING

CENTRAL MISSISSIPPI PROCUREMENT CENTER

3-J DIRTWORK COMPANY INC
708 MAIN STREET
UTICA MS 39175
HOMERO G JIMENEZ
jimenezh@bellsouth.net
601-885-8649
EXCAVATION WORK, SITE PREPARATION

U S COATING SPECIALTIES & SUPPLIES
125 WEST MAYES STREET
JACKSON MS 39213
EARL WASHINGTON
601-981-8986 601-981-9583 (FAX)
EPOXY APPLICATION, STRIPING,
WATERPROOFING, CHEMICAL & ALLIED
PRODUCTS, POLYURETHANE COATING

WALTON BULLDOZER SERVICE
295 WALTON LANE
VICKSBURG MS 39180
DONALD WALTON
601-636-0352
EXCAVATION, GRADING & DIRT WORK

WALTON CONSTRUCTION OF MS, LLC
295 WALTON LANE
VICKSBURG, MS 39183
DONALD WALTON, OWNER
601-856-2232 (601) 856-4840 (FAX)
SITE PREPARATION, DEMOLITION, CLEARING
& GRUBBING, MINOR STRUCTURE CONCRETE

WOMEN BUSINESS ENTERPRISES

AMERICAN FIELD SERVICE CORP
110 AMERICAN WAY
MADISON MS 39110
CYNTHIA B WARNER
601-853-1000
CONCRETE WORK

EZ ENTERPRISES INC
4030 COKER ROAD
MADISON MS 39110
KATHRYN R ZIGLAR
zigjxnms@aol.com
601-856-2292 601-856-2238
WATER, SEWAGE, PIPELINE, UNDERGROUND
BORING

FORNEA ROAD BORING CO INC
P O BOX 16141
JACKSON MS 39236
TONIA FORNEA-BALLARD
601-362-0139 601-362-0139 (FAX)
ROAD BORING, UNDERGROUND UTILITIES,
POWER AND CONSTRUCTION LINES,
WATER/SEWER LINES AND RELATED
SERVICES

LAMMONS, INC. 0
BRIDGETT LAMMONS
P.O. BOX 126
CLINTON, MS 39060
lesiarouse@hotmail.com
601-925-1900 601-922-6083 (FAX)
WATER & WASTEWATER EQUIPMENT
SUPPLIER, PUMPS & VALVES

LEWIS ELECTRIC, INC. 0
SYLVIA RUSSELL
P.O. BOX 320337
FLOWOOD, MS 39232
sibby@lewiselectricinc.org
601-932-0101 601-709-0866 (FAX)
ELECTRICAL CONTRACTORS & OTHER
WIRING INSTALLATION CONTROATORS

RYAN HYDRICK CONSTRUCTION LLC
201 MAGNOLIA TRAIL
BRANDON MS 39047
NANCY HYDRICK
601-992-7169
CONSTRUCTION, SAND & GRAVEL, ASPHALT

SOUTHERN CONSULTANTS INC
5740 COUNTY CORK ROAD
JACKSON MS 39206
SUSAN H LUNARDINI
601-957-0999 957-9332 (FAX)
ENGINEERING SERVICES

SOUTHERN PINES ELECTRICAL
CONTRACTORS
100 ROCKHAVEN ROAD
BRANDON MS 39042
KATHY SMITH-KING
601-825-7867 601-825-1939 (FAX)
ELECTRICAL WORK

SUN-BELT HEAVY HAULERS INC
P O BOX 726
HAZLEHURST MS 39083
PATRICIA HUNT
601-892-5346 601-892-3998 (FAX)
HEAVY HAULING, TRUCKING

TREMAC RESTEEL INC
P O BOX 1422
MADISON MS 39130
PHYLISS TREVATHAN
601-853-3123 601-853-3559 (FAX)
INSTALLATION AND REINFORCING STEEL

WILLIAMS & SONS, INC.
1215 FAIRMONT AVENUE
JACKSON, MS 39204
SARAH WILLIAMS, PRESIDENT
601-948-2084
HAULING

CONTRACT PROCUREMENT CENTER (GULF COAST)

MINORITY BUSINESS ENTERPRISES

ACE CONSTRUCTION COMPANY
P O BOX 6354
D'IBERVILLE MS 39540
KEVIN F DAVIS
228-396-1007
CURB AND GUTTER, CLEARING AND
GRUBBING, ASPHALT & CONCRETE PAVING

APOLLO MAINTENANCE & CONSTRUCTION
INC
102 NORTH 10TH AVENUE
HATTIESBURG MS 39401
Apollo39401@yahoo.com
601-582-9103
EXCAVATION WORK

G M & R CONSTRUCTION COMPANY
P O BOX 2579
BAY ST LOUIS MS 39521
HENRY MARTINEZ
henry@gmandr.com
228-467-0872 228-466-3945 (FAX)
MUNICIPAL & PUBLIC WORKS
CONSTRUCTION

FELIX LEE ELECTRIC LLC
14005 DUNDEE COVE
GULFPORT MS 39503
FELIX L LEE
Snip1368@aol.com
228-832-6520 228-539-4147 (FAX)
ELECTRICAL WORK

J. T. & SON'S CONSTRUCTION INC
205 PINE STREET
MCCOMB MS 39648
JOHNNY TURNER
601-249-2808
GENERAL CONSTRUCTION

LANDSHAPERS INC
P O BOX 995
GULFPORT MS 39501
ROBERT PARKER
228-863-8996
ASPHALT PAVING, MINOR CONCRETE, DIRT
WORK & LANDSCAPING

WOMEN BUSINESS ENTERPRISES

ABC UTILITY COMPANY INC
P O BOX 17799
HATTIESBURG MS 39401
VIRGINIA CATT

601-544-1225
PUBLIC WORKS CONSTRUCTION
ALL-STATES MASONRY CONSTRUCTION
105 DEANNA STREET
P O BOX 2935
GULFPORT MS 39505
WANDA L BENEFIELD
228-832-3653 228-832-3672 (FAX)
MASONRY WORK

BENVENUTTI ELECTRICAL APPARATUS
17865 16TH STREET SUITE C
GULFPORT MS 39503
MARY ANN BENVENUTTI
228-831-0445 832-8105 (FAX)
ELECTRICAL EQUIPMENT & SUPPLIES, NEC

BROOME LLC
P O BOX 16147
HATTIESBURG MS 39404
BETTIE JANE BROOME
601-583-6551 601-583-6552 (FAX)
DIRT WORK, WATER & SEWER LINE, CURB &
GUTTER, EROSION CONTROL CONTRACTOR,
CONCRETE FOUNDATIONS, STRUCTURE
CONTRACTOR

C B DEVELOPERS INC
672 JERICHO LOOP
MCLAIN MS 39456
SHERRY BRELAND
csmhbreland@cs.com
601-753-9200 601-753-2622 (FAX)
WATER, SEWER, PIPELINE CONSTRUCTION

COASTAL HYDROGRASS INC
12400 LISA DRIVE
GULFPORT MS 39503
LISA MCINTOSH
228-831-0030 228-831-0412 (FAX)
EROSION CONTROL HYDROSEEDING,
SEEDING AND MULCHING

GFH
P. O BOX 130
LONG BEACH MS 39560
DAWN PARKER LOCKHART
228-596-1008 228-868-1060 (FAX)
EROSION CONTROL, CLEARING & GRUBBING,
SUPPLIER OF AGGERATES

J W LEE COMPANY INC
10131 SOUTHPARK DRIVE
GULFPORT MS 39503
JENNY M LEE
Jlee796869@aol.com
228-896-5330 228-896-5312 (FAX)
WATER, SEWER, PIPELINE CONSTRUCTION

CONTRACT PROCUREMENT CENTER (GULF COAST)

LANDMARK CONTRACTING INC
P O BOX 2391
GULFPORT MS 39505
SUE B WALLER
228-831-4425 228-831-4467 (FAX)
CONCRETE PAVING, CONCRETE RAILING,
BARRIER WALLS, CURB AND GUTTER, MINOR
CONCRETE STRUCTURES, PIPE, DRAINAGE

MS CONCRETE CUTTING
P O BOX 6697
DIBERVILLE MS 39540
REGINA L MARCUM
Regimarc2@aol.com
228-872-5808
CONCRETE WORK

TITAN CONSTRUCTION
59 PARISH ROAD
PERKINSTON MS 39573
PAM WHITE
601-528-9848 228-860-3996 601-528-9848 (FAX)
CONSTRUCTION: RESIDENTIAL, CONCRETE:
SIDEWALKS, CURB AND GUTTERS, EROSION
CONTROL, SILT FENCING

T & S DEBRIS REMOVAL SERVICE
465 CHRISTIAN UNION ROAD
SUMRALL MS 39482
KEISHA NOBLES
tsdebrisremoval@aol.com
601-736-9908 601-736-5919 (FAX)
SITE PREPARATION CONTRACTORS, DEBRI
REMOVAL

DELTA CONTRACT PROCUREMENT CENTER

MINORITY BUSINESS ENTERPRISES

ACC INCORPORATED
10253 D'IBERVILLE BLVD
D'IBERVILLE, MS 39540
AARON DAVIS
662-834-1479 601-4458-2087 228-392-9192(FAX)
LANDSCAPING, REMOVAL, SOD, GRASS,
CONCRETE, SITE PREPARATION,
CONSTRUCTION OF WALKWAYS, RETAINING
WALLS, DECKS, FENCES, AND PONDS

BLACKHAWK CONSTRUCTION & TRANSPORT
ROUTE 1 BOX 358A
COILA MS 38923
JOHN S JORDAN
Blackhawkconstruction@hotmail.com
662-237-4365
TRUCKING, HAULING, CONCRETE, DREDGING

DOUGLAS BROTHERS CONSTRUCTION
P O BOX 631
MOOREHEAD MS 38761
662-246-5341
PIPE, INLETS, SITE PREP. CONTRACTORS,
WATER/SEWER LINES, BOX CULVERTS,
MINOR CONCRETE WORK AND PLACING RIP-
RAP

GREGORY BELL CONSTRUCTION COMPANY
P O BOX 148
ANGUILLA MS 38721
GREGORY BELL
GBCon01@bellsouth.net
662-873-6624
SITE PREPARATION CONTRACTORS

HOOVER'S ELECTRIC, PLUMBING, HEAT & A/C,
INC.
623 MAIN STREET
GREENWOOD, MS 38930
JOHN HOOVER
662-453-0999 662-453-6237 (FAX)

J & L TRUCKING
1781 RANCH ROAD
HERNANDO MS 38632
JERRY L BELL
662-429-0904
HAULING ASPHALT, GRAVEL, SAND

JEHOVAH TRUCKING
20462 HWY 330 WEST
TILLATOBA MS 38961
KIP PROFIT
Kip94@bellsouth.net
662-675-2540
TRUCKING, HAULING ASPHALT, GRAVEL

NELSON PLUMBING INC
3889 ROBERTSON ROAD
NESBIT MS 38651
HATTIE NELSON
wnelson@nelson-inc.net
901-332-5670 901-332-5680 (FAX)
WATER, SEWER, PIPELINE CONSTRUCTION

ROBY CONSTRUCTION COMPANY INC
703 TALLAHATCHIE STREET
GREENWOOD MS 38930
JIMMIE L ROBY
662-455-6655 662-453-5122 (FAX)
EXCAVATION AND EMBANKMENT,
SPREADING AND COMPACTING OF
GRANULAR MATERIAL, CLEARING AND
GRUBBING, LAYING OF PIPE

TARRASCO STEEL
1941 HIGHWAY 82 WEST
GREENVILLE MS 38701
JOSE GONZALEZ
662-344-1711 662-344-1742 (FAX)
INSTALLATION OF REINFORCING STEEL

TOWNES CONSTRUCTION COMPANY, INC.
16398 HWY 8 WEST
GRENADA, MS 38901
ARMSTEAD TOWNES, III- PRESIDENT
662-226-4816 662-417-0101
SITE PREPARATION, LOAD & HAULING
CONSTRUCTION MATERIALS, PIPE AND
CONCRETE FOOTING FOR SIGN POST
INCLUDING INSTALLATION OF STEEL
RELATED SUPPLIER, SUPPLIER OF SAND AND
GRAVEL

WOMEN BUSINESS ENTERPRISES

FLOYD CONSTRUCTION & DEVELOPMENT INC
1505 GENIE FAIRWAY
GREENVILLE MS 38701
ELIZABETH FLOYD
662-347-9417 662-332-6783 (FAX)
EQUIPMENT, CONSTRUCTION

MATT JOHNSON ELECTRIC LLC
4328 UNION ROAD
SARDIS MS 38666
MATT JOHNSON
662-487-3188
ELECTRICAL WORK

DELTA CONTRACT PROCUREMENT CENTER

MEMPHIS ROAD BORING CO INC
P O BOX 1280
OLIVE BRANCH MS 38654
MARGO E DODSON
axidntiam@aol.com
662-895-7156 901-526-6582 (FAX)
ROAD BORING

QUINN CONTRACTING INC
24590 HIGHWAY 370 WEST
FAULKNER MS 38629
JANET QUINN
dfq@dixie-net.com
662-837-8778 662-837-8334 (FAX)
GRADING, CONCRETE WORK & DRAINAGE

ROBY CONSTRUCTION COMPANY INC
703 TALLAHATCHIE STREET SUITE 3
GREENWOOD MS 38930
JIMMIE L ROBY
662-455-6655 662-453-5122 (FAX)
EXCAVATION AND EMBANKMENT,
SPREADING AND COMPACTING OF
GRANULAR MATERIAL, CLEARING AND
GRUBBING, LAYING OF PIPE

SPECIALTY SUPPLY COMPANY INC
P O BOX 1121
GREENVILLE MS 38702
TRACY PROVENZA
662-378-2622 ;662-378-2625 (FAX)
ELECTRICAL APPARATUS

S-W ELECTRIC LLC
P O BOX 9087
GREENWOOD MS 38930
SHIRLEY OVERLEY
robertoverley@bellsouth.net
662-455-2060 662-299-8038 (FAX)
ELECTRICAL CONTRACTORS

VAIL CONSTRUCTION INC
ROUTE 2 BOX 201B
WINONA MS 38967
KAY VAIL
kayhvail@hotmail.com
662-283-5579 662-417-1892 (FAX)
DIRTWORK, HAULING,

EAST CENTRAL REGIONAL PROCUREMENT CENTER

MINORITY BUSINESS ENTERPRISES

BURTON CONSTRUCTION INC
P O BOX 3241
MERIDIAN MS 39303
DERRICK BURTON
601-485-7860 601-485-7817(FAX)
WATER, SEWER, PIPELINE, PLUMBING, AIR
CONDITIONING

BUSCO CONSTRUCTION
609 12TH AVENUE
MERIDIAN MS 39301
ROY L BUSSEY II
buscoconstruction@hotmail.com
601-454-5580 601-622-4037 601-484-5580 (FAX)
GENERAL CONTRACTOR, BUILDING INTERIOR
FINISHING WORK

CHEROKEE ELECTRIC COMPANY INC
1747 SKYLINE ROAD
MERIDIAN MS 39301
NORMA JEAN GIST
601-483-8431
ELECTRICAL WORK

CONSTRUCTION PLUS
P O BOX 4344
MERIDIAN MS 39304
EARL LOGAN SR
earllogan@bellsouth.net
601-938-5769 601-693-2000 (FAX)
SITE PREPARATION CONTRACTOR,
EXCAVATION WORK & DRAINAGE

WOMEN BUSINESS ENTERPRISES

C & O DIRT SERVICE
P O BOX 191
RALEIGH MS 39153
CHRISTY ARENDER
601-782-9015 601-782-9011 (FAX)
HEAVY CONSTRUCTION, EXCAVATION
WORK, HAULING

DAVIDSON HAULING & CONSTRUCTION INC
P O BOX 665
MERIDIAN MS 39342
601-482-1815
DIANE DAVIDSON
HAULING, PIPE, PLACING OF RIP-RAP,
INSTALLATION, REMOVAL AND REPAIR OF
UNDERGROUND STORAGE TANK, SITE
PREPARATION

J & M INC
3219 MINNOW BUCKET ROAD
TOOMSUBA MS 39364
JUDY WARD
601-632-4534 601-632-1904 (FAX)
SMALL BRIDGES, CONCRETE STRUCTURES,
DIRT EXCAVATION, PIPE, CLEARING AND
GRUBBING, UNDER/SIDE DRAIN AND
GEOTEXILE FABRIC FOR SUBSURFACE
DRAINAGE

LANDRUM CONSTRUCTION INC
2001 HIGHWAY 37
RALEIGH MS 39153
JODY LANDRUM
601-782-4958
HEAVY CONSTRUCTION, NEC

RJM MCQUEEN CONTRACTING INC
12 MCQUEEN LANE
COLLINS MS 39428
601-765-6563 601-943-6420 (FAX)
EROSION CONTROL, CURB/GUTTER, MINOR
CONCRETE STRUCTURES, HAULING, LIME,
STABILIZATION, GRANULAR MATERIALS,
SPREADING & COMPACTING, DBST PAVING,
CONCRETE BRIDGE RAILING, ASPHALT
REPAIR, LEAVING, OVERLAY, CONCRETE
ISLAND, INSTALLATION OF REINFORCING
STEEL FOR BRIDGE AND BOX CULVERT

NORTHEAST MISSISSIPPI PROCUREMENT CENTER

MINORITY BUSINESS ENTERPRISES

AGNEW TRUCKING
201 CR 553
RIPLEY MS 38663
662-837-2721
JERRY AGNEW
HAULING, GENERAL FREIGHT TRUCKING

BUDDY AYERS CONSTRUCTION INC
202 AYERS ROAD
CORINTH MS 38834
BUDDY AYERS
662-287-2296 662-287-4668
SITE CLEARING, EXCAVATION, AND STORM
DRAINAGE, HIGHWAYS, STREETS, & BRIDGES

CLOPTON CONTRACTORS INC
20366 EGYPT ROAD
ABERDEEN MS 39730
MICHAEL CLOPTON
Joyce_james_1999@yahoo.com
662-369-9538 662-369-9657 (FAX)
HEAVY CONSTRUCTION, SPECIAL TRADE
CONTRACTORS

COLYER'S BACKHOE & TRUCKING
760 CR 503
RIPLEY MS 38663
JAMES W COLYER
Colyer55@hotmail.com
662-837-4072 662-223-5379 (FAX)
SITE PREPARATION, EXCAVATION, TRUCKING

4-D CONSTRUCTION COMPANY INC
P O BOX 127
LOUISVILLE MS 39339
K R DEMPSEY
662-773-4739 662-773-2095 (FAX)
WATER SUPPLY AND IRRIGATION SYSTEMS,
SEWAGE TREATMENT FACILITIES,
HIGHWAYS, STREET AND BRIDGE
CONSTRUCTION

DAVCO LLC
819 CARVER STREET
WEST POINT MS 39773
JIMMY DAVIDSON
662-275-3834 662-494-2469 (FAX)
BUILDING ALTERATION AND RENOVATION,
CLEARING, GRUBBING, HAULING

ELECTRICAL SERVICES PLUS LLC
871 PALMETTO ROAD
TUPELO MS 38801
ANTHONY SYKES
antdhandman@yahoo.com
662-566-4128
ELECTRICAL WORK

HERNANDEZ, INC.
P. O. BOX 66
AMORY, MS 38821
LARRY HERNANDEZ
662-256-7817 662-256-8361 (FAX)
PLACING OF GRANULAR MATERIALS, RIP-
RAP, PIPE, DIRTWORK AND EXCAVATION,
CLEARING & GRUBBING

MS PAVING & CONSTRUCTION
P O BOX 237
MATHISTON MS 39752
HAROLD GUYTON
662-323-7277 662-323-7145 (FAX)
PAVING, ASPHALT & CONCRETE, STREET &
BRIDGE CONSTRUCTION, SITE PREP.

TUCKER TRUCKING
353 ALLEN CORNER ROAD
LAMAR MS 38642
MARK TUCKER
662-252-9916
TRUCKING HEAVY CONSTRUCTION

WOMEN BUSINESS ENTERPRISES

ATWOOD FENCE COMPANY INC
P O BOX 565
KOSCIUSKO MS 39090
KAY ATWOOD
atwoodfence@aol.com
662-289-6338 662-289-6371 (FAX)
FENCING, SIGNING AND GUARD RAIL,
INSTALLATION OF SIGN STRUCTURE AND
MASK POLE

GATTMAN CONSTRUCTION CO
P O BOX 95
GATTMAN MS 38844
SHEILA RASBURY
662-256-4088
RIP-RAP & CRUSHED STONE SUPPLIER

G & C CONSTRUCTION LLC
538 A ROCK SPRINGS DRIVE
OXFORD MS 38655
KAREN GRONER
gcconstruction@dixie-net.com
662-234-8885
EXCAVATION WORK, DEBRI REMOVAL,
DIRTWORK

GREERS ELECTRIC INC
1190 A CR 628
DUMAS MS 38625
YVONNE GREER
bobbygreer@bellsouth.net
662-837-8510 662-837-0995 (FAX)
ELECTRICAL WORK

NORTHEAST MISSISSIPPI PROCUREMENT CENTER

HALL'S CONSTRUCTION COMPANY
1354 HIGHWAY 30 EAST
NEW ALBANY MS 38652
PATRICIA HALL
662-534-7158
HIGHWAYS, STREETS, AND BRIDGES (NO BDE
ALLOWED FOR CONTRACT HAULING)

HAWK SCADA
P.O. BOX 1865
STARKVILLE, MS 39760
MELANIE H. BOOTH
662-324-2721
WATER, WASTEWATER, SURFACE MINING
NATURAL-GAS, FM/AM BROADCASTING

HELLUMS TRUCKING COMPANY INC
P O BOX 308
DENNIS MS 38838
SHELLIE HELLUMS
662-454-3666
HAULING

INTERSTATE LANDSCAPING OF MS INC
20900 HWY 15 N
FAULKNER MS 38629
CATHY GRIFFIN
662-837-0079
SEEDING, SODDING, EROSION CONTROL,
PAVE DITCH, RIGHT OF WAY MARKERS,
UNDER/SIDE EDGE DRAIN, MINOR CONCRETE
STRUCTURE, BOX CULVERTS/BRIDGES AND
BRIDGE END PAVEMENT

NELL'S ELECTRICAL CONTRACTING
P O BOX 426
COLUMBUS MS 39703
IRNELL JONES
662-574-6320 601-327-6648 (FAX)
RESIDENTIAL, COMMERCIAL AND
INDUSTRIAL ELECTRICAL WORK

O W JACKSON SODDING
2096 CRAIG SPRINGS ROAD
STURGIS MS 39769
SYLVIA JACKSON
662-465-7530
SOIL EROSION CONTROL

PARKER SAND & GRAVEL
501 BARTON FERRY ROAD
COLUMBUS MS 39701
FLORENCE K PARKER
662-434-8555 662-434-8096 (FAX)
SAND & GRAVEL SUPPLIER

REA'S COUNTRY LANE CONSTRUCTION INC
102 RHODES STREET
HOUSTON MS 38851

662-456-9898 662-456-5815
DIRT EXCAVATION, GRADE AND DRAIN, PIPE
CLEARING AND GRUBBING, GRANULAR
MATERIALS, SPREADING, COMPACTING AND
RIP-RAP

TLSL INC
210 CR 770
WALNUT MS 38683
LORAIN NULL
662-223-5376 662-826-5913
EXCAVATION, GRANULAR MATERIALS,
SPREADING AND COMPACTING, PIPE,
CLEARING AND GRUBBING, EROSION
CONTROL

TULA TURF INC
14 COUNTY ROAD 466
OXFORD MS 38655
662-234-0376
LANDSCAPING, EROSION CONTROL

WALTER COMPANY INC
125 B MARTIN STREET
RIPLEY MS 38663
LESLIE WALKER
662-837-0040
TRANSPORTATION/HAULING OF LIQUID
ASPHALT, GENERAL FREIGHT TRUCKING
LOCAL

WMP CONSTRUCTION INC
420 TIBBEE DRIVE
COLUMBUS MS 39701
WENDY PETERSON
662-574-4052 662-327-3672 (FAX)
HEAVY CONSTRUCTION, WATER, SEWER,
PIPELINE CONSTRUCTION

OUT-OF-STATE MBE/WBE CONTRACTORS

MINORITY BUSINESS ENTERPRISES

CHARLES H HILL CONTRACTORS, INC
2183 FREEMONT STREET
MEMPHIS TN 38114
MARCEL HILL
901-744-3483 901-744-3485 (FAX)
HIGHWAY CONSTRUCTION, SITE PREPARATION CONTRACTORS (CLEARING, EXCAVATION),
LANDSCAPING AND UNDERDRAINS, EROSION CONTROL

GULF STATES CONSTRUCTORS LLC
P.O. BOX 982
METAIRIE LA 70004
IGNACIO C VILLANUEVA
504-887-6500
PILE DRIVING, CONCRETE FOUNDATIONS, ROAD BORING, DIRECTIONAL DRILLING

MILLER BUILDING GROUP
2233 OLIVE STREET
ST. LOUIS, MO 63103
JIMMIE MILLER
314-588-9006 314-581-9195
POURED CONCRETE FOUNDATION AND STRUCTURES CONTRACTORS;
FINISH CARPENTRY CONTRACTORS

PICKWICK CONSTRUCTION COMPANY
P O BOX 253
COUNCE TN 38326
CHARLES IRONS
901-689-3353
ASPHALT PAVING, DIRT EXCAVATION, RIP-RAP, HAULING

POTTS DISTRIBUTING COMPANY
P O BOX 179
COLUMBIA LA 71418
MABLE POTTS
318-649-6133
SUPPLIER OF MASONRY UNITS, CONCRETE AND PLASTIC PIPES, METAL PIPES, FENCE AND
GUARDRAIL, TIMBER AND LUMBER, GEOTEXTILE, FABRICS AND GEOCOMPOSITE SYSTEMS, JOINT
MATERIALS, REVETMENT, HAULING, LUMBER, PLYWOOD, MILLWORK, DOORS, WINDOWS AND
WOOD PANEL

WBE BUSINESS ENTERPRISES

AIRFIELD ETC INC
3629 PRESCOTT ROAD
MEMPHIS, TN 38118
STEPHANIE POOLE
901-363-9210 901-795-5519 (FAX)
HIGHWAY, STREET & BRIDGE CONSTRUCTION, HIGH MAST AND TAXIWAY LIGHTING

L I SMITH & ASSOCIATES INC
302 NORTH CALDWELL STREET
PARIS TN 38242
LUCILE D SMITH
731-644-1014
SURVEY & STAKING

TECHNICAL SPECIFICATIONS

SECTION 01 11 00 SUMMARY OF WORK

PART 1 GENERAL

1.1. WORK TO BE DONE

- A. The CONTRACTOR shall furnish all labor, materials, equipment, tools, services and Incidentals to complete any work required by and in compliance with these Technical Specifications and as shown on the Contract 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 Technical Specifications or Contract 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.

1.2. WORK SEQUENCE

- A. All work to be done under the Contract shall be done with minimum inconvenience to the users of the system. The CONTRACTOR shall coordinate his work with private property OWNERS, if required, such that existing service is maintained to all users at all times.
- B. The CONTRACTOR shall construct the Work in stages to accommodate the OWNER'S use of the premises during the construction period and coordinate the construction schedule and operations with the ENGINEER.
- C. The CONTRACTOR shall construct the Work in stages to provide for public convenience.

1.3. CONSTRUCTION AREAS

- A. The CONTRACTOR shall limit his use of the construction areas for Work and for storage.
- B. The CONTRACTOR shall assume full responsibility for the protection, security and safekeeping of products under this Contract, stored on the site or additional storage areas.
- C. The CONTRACTOR shall obtain and pay for the use of additional storage or work areas needed for operations.

1.4. 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 Technical 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 Technical 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 Technical Specifications as to any detail, or the apparent omission from them of a detailed description concerning any work to be done and materials to be furnished, shall be regarded as meaning that only the best general practice is to prevail and that

only material and workmanship of the best quality is to be used, and interpretation of these Technical 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.

1.5. ENVIRONMENTAL CONTROLS

- A. Provisions for Control of Erosion and Pollutants: Sufficient precautions shall be taken during construction to minimize the run-off 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. Control measures must be adequate to assure that turbidity in the receiving waters will not be increased more than otherwise required by the state or other controlling agency. Special precautions shall be taken in the use of construction equipment to prevent operations which promote erosion. CONTRACTOR shall be responsible for obtaining all permits in conjunction with the conveyance of storm water during construction activities.
- B. In the event of inclement weather CONTRACTOR and SUBCONTRACTORS will protect carefully the Work and materials against damage or injury from the weather. 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 or 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.
- C. Public Nuisance:
 - 1. The CONTRACTOR shall not create a public nuisance, including, but not limited to, encroachment on adjacent lands, flooding of adjacent lands, or excessive noise.
 - 2. Sound levels from CONTRACTOR operations shall not exceed 45 dBA 7 PM to 7 AM or 55 dBA 7 AM to 7 PM. This sound level to be measured at the exterior of the nearest exterior wall of the nearest residence. Levels at operating equipment shall not exceed 85 d.BA at the equipment at any time. Sound levels in excess of these values are sufficient cause to have the work halted until equipment can be quieted to these levels. Work stoppage by the ENGINEER for excessive noise shall not relieve the CONTRACTOR of any obligations under the contract, including, but not limited to, performance of the work at the contract time and contract price.
 - 3. No extra payment will be made for time lost due to work stoppage resulting from the creation of a public nuisance.
- D. Relocations
 - 1. The CONTRACTOR shall be responsible for the relocation of structures, including, but not limited to, light poles, signs, sign poles, fences, piping, conduits and drains that interfere with the positioning of the work. The cost of all such relocations shall be included in the bid.
- E. Permits
 - 1. 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.
- F. Hazardous Locations
 - 1. 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.
 - 2. If a working area 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.

3. 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 hazardous gas could be present.

1.6. TEMPORARY UTILITIES

A. Temporary Water

1. The CONTRACTOR shall provide and pay for all water required for construction and consumptive purposes.
2. The CONTRACTOR shall install at each and every connection to the potable water supply a backflow preventer meeting the requirements of ASA A40.6, latest revision.

B. Temporary Sanitary Facilities

1. The CONTRACTOR shall provide sanitary facilities in compliance with the State Department of Health and the Office of Pollution Control regulations.
2. The CONTRACTOR shall service, clean, and maintain the facilities and enclosures.

- C. The CONTRACTOR shall provide pick-up and disposal of garbage not less than once per week.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01 22 00 MEASUREMENT AND PAYMENT

PART 1 GENERAL

1.1. DESCRIPTION

- A. CONTRACTOR shall furnish all labor, materials, tools, equipment, appurtenances and all services necessary to perform all Work required, at the unit and lump sum prices listed herein.
- B. The items listed below beginning with Paragraph 1.3, 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, taxes, 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 unit and lump sum pay items listed herein.
- C. Each bid 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.

1.2. 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 01 29 73.

1.3. MEASUREMENT AND PAYMENT

- A. Item 1 – Existing Rapid Mix Tank Demolition
 - 1. Description: Item includes all Work associated with demolishing the existing Rapid Mix Tank on the north side of the Main Building complete as shown and/or specified. Including but not limited to:
 - a. Removal of existing rapid mixer
 - b. Removal and disposal, off site, of existing structural steel
 - c. Removal of existing drain to the manhole, and seal opening at the manhole
 - d. Removal and disposal, off site, of existing chemical field lines
 - e. Reconnection of existing inlet and outlet pipes
 - 2. Measurement and Payment: The lump sum payment for this item will be full compensation for providing all Work required to complete the rapid mix tank demolition Work as shown on the Drawings and/or specified and not specifically included under other items.
- B. Item 2– Alum Storage Area Demolition
 - 1. Description: Item includes all Work associated with demolishing the existing Alum Storage area on the north side of the Chemical Building complete as shown and/or specified. Including but not limited to:
 - a. Removal of CMU block wall
 - b. Removal and disposal, off site, of existing liquid alum storage tank, including proper disposal of any contents of the tank
 - c. Removal and disposal, off site, of existing liquid alum day tank, including proper disposal of any contents of the tank
 - d. Removal of any un-used chemical feed lines in the alum tank area
 - 2. Measurement and Payment: The lump sum payment for this item will be full compensation for providing all Work required to complete the Alum Area demolition Work as shown on the Drawings and/or specified and not specifically included under other items.

C. Item 3 – New Rapid Mix Tank

1. Description: Item includes all Work associated with installation of a new Rapid Mix Tank between the 1990's Aerator and the 1930's Aerator complete with sizes as shown and/or specified. Including but not limited to:
 - a. Excavation for tank,
 - b. Concrete work including reinforcing steel,
 - c. Structural steel,
 - d. Wall pipes,
 - e. Connection to drain pipes with valves and piping,
 - f. Access ladder,
 - g. Manhole steps,
 - h. Grating,
 - i. Rapid mixer,
 - j. Lime slurry trough
2. Measurement and Payment: The lump sum payment for this item will be full compensation for providing all Work required to complete the New Rapid Mix Tank Work as shown on the Drawings and/or specified and not specifically included under other items.

D. Item 4 – Yard Piping

1. Description: Item includes all Work associated with installation of new yard piping, valves, and connections on the site complete as shown and/or specified. Including but not limited to:
 - a. Connection of yard pipe to the 1930's Aerator Building
 - b. Yard piping from 1930's Aerator to New Rapid Mix Tank, connecting to wall pipe in rapid mix tank
 - c. Yard piping from New Rapid Mix Tank to discharge from the 1930's Aerator, connecting to wall pipe in rapid mix tank
 - d. Connection of yard pipe to the discharge from the 1930's Aerator with tees, valves, crosses, and elbows as shown
 - e. Replacement of existing discharge piping from the 1930's Aerator and addition of gate valves to be closed and connected to new yard pipe.
2. Measurement and Payment: The lump sum payment for this item will be full compensation for providing all Work required to complete the yard piping Work as shown on the Drawings and/or specified and not specifically included under other items.

E. Item 5 - Lime Feed System:

1. Description: Item includes all Work associated with installation of new system in the 1990's aerator complete as shown and/or specified.
2. Measurement and Payment: The lump sum payment for this item will be full compensation for providing all Work required to complete the Lime Feed System Work as shown on the Drawings and/or specified and not specifically included under other items.

F. Item 6 – Removal of Lime Feed System:

1. Description: Item includes all Work associated with the demolition of the existing lime feed system in the Chemical Building. The existing lime feeder is to be cleaned and stored on site for future use by OWNER.
2. Measurement and Payment: The lump sum payment for this item will be full compensation for providing all Work required to complete the Lime Feed System Work as shown on the Drawings and/or specified and not specifically included under other items.

G. Item 7 - Filter Rehabilitation:

1. Description: Item includes all construction activities required to complete the filter rehabilitation for each filter as shown and/or specified.

2. Measurement and Payment: Payment for Filter Rehabilitation will be per each filter unit 1 through 6. Payment will be full compensation for all work required to rehabilitate the filters including, but not limited to, all associated demolition, lining systems, filter material, air scour piping, and painting.
- H. Item 8 – Air Scour Blower:
1. Description: Item includes all Work associated with the installation of a multi-stage centrifugal blower and piping as shown and/or specified including but not limited to:
 - a. Piping, valves, supports, hangers, and appurtenances.
 - b. Electrical.
 - c. Instrumentation.
 2. Measurement and Payment: The lump sum payment for this item will be full compensation for providing all Work complete as shown on the Drawings and/or specified and not specifically included under other items.
- I. Item 9 – Spiral Staircase:
1. Description: Item includes all Work associated with the installation of a spiral staircase in the pumping station as shown and/or specified including but not limited to:
 - a. Removal of existing spiral staircase
 - b. Installation of new spiral staircase
 - c. Incidental concrete work required for installation
 2. Measurement and Payment: The lump sum payment for this item will be full compensation for providing all spiral staircase Work complete as shown on the Drawings and/or specified and not specifically included under other items.
- J. Item 10 – Exhaust Fan and Piping to Vent:
1. Description: Item includes all Work associated with the installation of an exhaust fan in the basement of the pumping station and piping as shown and/or specified including but not limited to:
 - a. Installation of exhaust fan
 - b. Pumping station wall penetration
 - c. Piping from exhaust fan to vent
 - d. Installation of chlorine exhaust vent
 - e. Installation of bollards and warning sign
 - f. Repair of existing paving
 2. Measurement and Payment: The lump sum payment for this item will be full compensation for providing all Work complete as shown on the Drawings and/or specified and not specifically included under other items.
- K. Item 11-14 – Re-roof Buildings:
1. Description: Item includes all Work associated with the re-roofing the noted building as shown and/or specified including but not limited to:
 - a. Built up roofing
 - b. Insulation
 - c. Flashing
 2. Measurement and Payment: The lump sum payment for this item will be full compensation for providing all Work complete as shown on the Drawings and/or specified and not specifically included under other items.
- 1.4. DESCRIPTION OF ADDITIVE BID ITEMS
- A. None

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01 29 73 SCHEDULE OF VALUES

PART 1 GENERAL

1.1. REQUIREMENTS INCLUDED

- A. Submit to the ENGINEER a Preliminary Schedule of Values in accordance with Article 14.1 of the General Conditions.
- B. Upon request of the ENGINEER, support the values with data which will substantiate their correctness.
- C. The final Schedule of Values shall be used only as the basis for the CONTRACTOR'S Applications for Payment.

1.2. ORGANIZATIONAL FORM AND CONTENT OF SCHEDULE OF VALUES

- A. The schedule of component parts and work items shall be grouped by disciplines corresponding to Division 1 through 16 as outlined in the Table of Contents.
- B. Type schedule on 8-1/2 inch x 11 inch or 8-1/2 inch x 14 inch white paper. CONTRACTOR'S standard forms and automated printout will be considered for approval by the ENGINEER upon CONTRACTOR'S request. Identify schedule with:
 - 1. Title of Contract and location.
 - 2. ENGINEER and Contract numbers.
 - 3. Name and Address of CONTRACTOR.
 - 4. Contract designation.
 - 5. Date of submission.
- C. Schedule shall list the installed value of the component parts of the Work in sufficient detail (labor, materials, equipment and other costs) to serve as a basis for computing values for progress payments during construction.
- D. Identify each line item with the number and title of the respective major section of the specifications.
- E. For each major line item list sub-values of major products or operations under the item.
- F. For the various portions of the Work:
 - 1. Each item shall include a directly proportional amount of the CONTRACTOR'S overhead and profit.
 - 2. For items on which progress payments will be requested for stored materials, break down the value into the cost of the materials, delivered and unloaded, with taxes paid. Paid invoices are required for materials upon request by the ENGINEER.
- G. The sum of all component parts and work items listed in the Schedule of Values shall equal the total contract sum.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01 29 76 APPLICATION FOR PAYMENT

PART 1 GENERAL

1.1. REQUIREMENTS INCLUDED

- A. Submit Applications for Payment to the ENGINEER. in accordance with the Agreement and in the form required by the OWNER.

1.2. FORMAT AND DATA REQUIRED

- A. Submit applications typed with items from Prices Bid Table typed on Contractor's Application for Payment form. The form is to be approved by the ENGINEER prior to the first application.
- B. Provide detailed substantiating data on additional sheets, including paid invoices where applicable.

1.3. PREPARATION OF APPLICATION FOR PROGRESS PAYMENTS

A. Progress Payment Summary Sheet:

- 1. Fill in required information, including that for Change Orders executed prior to date of submittal of application, Analysis of Adjusted Contract Amount to Date, Analysis of work performed to date, Certification of Contractor, and Recommendation of ENGINEER.
- 2. Execute certification with signature of a responsible employee of the CONTRACTOR.

B. Progress Payment Quantity Used Sheets:

- 1. Fill in item from Prices Bid Table with item number, description, original contract quantity, unit cost, original contract total cost, quantity completed to date, total cost to date, and percent completion of item.
- 2. To receive payment for materials stored on site, submit copies of the original paid invoices with the application for payment.

C. Progress Payment Stored Materials Sheets:

- 1. Create table with the following columns:
 - a. Description of stored material.
 - b. Received previous.
 - c. Received current.
 - d. Total received.
 - e. Total used.
 - f. Total stored.
 - g. Unit price.
 - h. Total cost.
- 2. Attach table to Application for Payment.
- 3. Stored materials shall be inventoried jointly prior to each application for payment.

1.4. ADDITIONAL REQUIREMENTS FOR APPLICATION OF PROGRESS PAYMENTS

- A. The CONTRACTOR is to maintain an updated set of record drawings in accordance with Section 01 33 23. As a prerequisite for monthly progress payments, the CONTRACTOR is to exhibit the updated record drawings for review by the ENGINEER.
- B. Provide updated construction schedule showing work completed and work projected by month to the completion of the project if requested by ENGINEER.

1.5. PREPARATION OF APPLICATION FOR FINAL PAYMENT

- A. Fill in application form as specified for progress payments.
- B. Label progress payment "final."

1.6. SUBMITTAL PROCEDURE

- A. Submit applications for payment to the ENGINEER at the times stipulated in the General Conditions.

- B. A 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 six complete sets to the ENGINEER
- C. When the ENGINEER finds the application properly completed and correct, as informally approved, he will transmit four copies to the OWNER for payment with a copy to the CONTRACTOR

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01 31 00 PROJECT COORDINATION

PART 1 GENERAL

1.1. WORK PROGRESS

- A. 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 ensure the completion of the work within the time stipulated in the contract. The Contractor will be assessed liquidated damages if the work is not completed within the time limit(s) stipulated in the Agreement.
- B. The water treatment plant may be shut down for brief periods of time. Unless authorized by the OWNER and ENGINEER the maximum allowable shut down period shall not exceed four hours. The Contractor shall coordinate with the OWNER and ENGINEER 24 hours prior to each shut down period.

1.2. PRIVATE LAND

- A. 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.

1.3. WORK LOCATIONS

- A. Structures and pipelines 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. Where fittings are noted on the Drawings, such notation is for the CONTRACTOR'S convenience and does not relieve him from laying and jointing different or additional items where required. Piping is shown in a schematic manner only and all items of piping may not be shown on the drawings. It is the CONTRACTOR'S responsibility to furnish all items necessary for a complete and operable system. If additional fittings, pipe, supports, flanges, couplings, concrete or other items are required for a complete and operable system, the CONTRACTOR shall furnish and install these items at his expense.

1.4. OPEN EXCAVATIONS

- A. 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.
- B. 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.

1.5. WATER FOR CONSTRUCTION PURPOSES

- A. In locations where public water supply is available, the CONTRACTOR shall purchase water for all construction purposes.
- B. The CONTRACTOR shall make his own arrangements and pay all costs for connections to public water systems and for water used. Existing OWNER supplies or connections shall not be used without prior approval by OWNER.

1.6. MAINTENANCE OF FLOW

- A. 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.

1.7. PROTECTION OF CONSTRUCTED WORK

- A. All newly constructed work shall be carefully protected from injury in any way. All portions of the work injured shall be reconstructed by the CONTRACTOR at his own expense.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01 32 16 PROGRESS SCHEDULE AND REPORTS

PART 1 GENERAL

1.1. GENERAL

- A. CONTRACTOR shall comply with the General Conditions.
- B. Submit revised progress schedules monthly.
- C. Schedules shall be coordinated with the ENGINEER.

1.2. SCHEDULE FORMAT

- A. Prepare schedules in the form on a horizontal bar chart.
 - 1. Provide separate horizontal bar for each unit process or operation.
 - 2. Horizontal time scale: identify the first work day of each week.
 - 3. Scale and spacing: Allow spacing for notations and future revisions.
 - 4. Minimum Sheet Size: 8-1/2- inches by 11-inches.

1.3. CONTENTS OF SCHEDULE

- A. Construction Progress Schedule:
 - 1. Show the complete sequence of construction activities.
 - 2. Show projected dates for plant shut downs discussed in Section 01 31 00, Project Coordination.
 - 3. Show the dates for the beginning, and completion of each major element of construction.
 - 4. Show projected percentage of completion for each item, as of the first day of each month.

1.4. PROGRESS REVISIONS

- A. Schedule for Submittals and Shop Drawings
 - 1. Show the projected dates for submittals and shop drawings.
 - 2. The dates the approved submittals will be required from the ENGINEER.
 - 3. A brief description of the activity.
- B. Show changes occurring since the previous submission of the schedule:
 - 1. Major changes in scope.
 - 2. Activities modified since the 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.

1.5. PRECONSTRUCTION CONFERENCE

- A. CONTRACTOR shall provide to the OWNER and ENGINEER at Preconstruction Meeting a preliminary schedule defining the planned operations during the first 60 calendar days after Notice to Proceed. The CONTRACTOR'S general approach for the balance of the Project shall be indicated.

1.6. ADJUSTMENT OF CONTRACT SCHEDULE AND COMPLETION TIME

- A. The Contract completion time will be adjusted only for causes specified in this Contract. In the event the CONTRACTOR requests an extension of any Contract completion date, he shall furnish such justification and supporting evidence as the OWNER may deem necessary to determine whether the CONTRACTOR is entitled to an extension of time under the provisions of this Contract. The OWNER will, after receipt of such justification and supporting evidence, make findings of fact and will advise the CONTRACTOR in writing thereof. If the OWNER finds that the CONTRACTOR is entitled to any extension of any contract completion date, the OWNER's determination as to the total number of

days extension shall be based upon the currently approved schedule and on all data relevant to the extension. Such data shall be included in the next updating of the schedule.

- B. Each request for change in Contract completion date shall be submitted by the CONTRACTOR to the OWNER within 30 calendar days after the beginning of the delay for which a time extension is requested but before the date of final payment under this Contract. No time extensions will be granted for requests which are not submitted within the foregoing time limit.
- C. From time to time it may be necessary for the Contract schedule or completion time to be adjusted by the OWNER to reflect the effects of job conditions, weather, technical difficulties, strikes, unavoidable delays on the part of the OWNER or its representatives, and other unforeseeable conditions which may indicate schedule adjustments or completion time extensions. Under such conditions, the OWNER will direct the CONTRACTOR to reschedule the work or Contract completion time to reflect the changed conditions, and the CONTRACTOR shall revise his schedule accordingly. No additional compensation will be made to the CONTRACTOR for such schedule changes except for unavoidable overall contract time extensions beyond the actual completion of unaffected work, in which case the CONTRACTOR shall take all possible action to minimize any time extension and any additional costs to the OWNER.

1.7. SCHEDULE OF VALUES

- A. The approved schedule shall be the schedule used by the CONTRACTOR for reporting progress and requesting payment for work accomplished.
- B. Requests for Payment shall include an updated schedule showing the activities or portions of activities completed during the payment period. Payment made will be based on the total value of such activities completed or partially completed after verification by the ENGINEER. The request shall state the percentage of the work actually completed as of the report date.

1.8. PROJECT EXECUTION AND CONTROL REPORTING

- A. All change proposals shall be submitted to the ENGINEER using the "Contract Change Proposal" form to be provided by the ENGINEER.
- B. Each week the CONTRACTOR shall submit to the ENGINEER weekly construction report.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01 31 19 PROJECT MEETINGS

PART 1 GENERAL

1.1. 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 representatives 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. When the Work is not being performed consistently with the Contract Documents and construction schedules, the CONTRACTOR shall identify at the meetings the steps being taken to resolve the inconsistency.

1.2. 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:
 - 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.
16. Notice to Proceed and Final Completion date.

1.3. 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.
 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 013323

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01 33 00 SUBMITTAL PROCEDURES

PART 1 GENERAL

1.1. DEFINITIONS

- A. Preconstruction Submittals. Submittals which are required prior to beginning construction:
 - 1. Certificates of insurance
 - 2. Surety bonds
 - 3. List of proposed SUBCONTRACTORS
 - 4. List of proposed products
 - 5. Construction progress schedule
 - 6. Network Analysis Schedule (NAS)
 - 7. Submittal register
 - 8. Schedule of prices or Earned Value Report
 - 9. Health and safety plan
 - 10. Work plan
 - 11. Quality Control (QC) plan
 - 12. Environmental protection plan
- B. Shop Drawings
 - 1. Drawings, diagrams and schedules specifically prepared to illustrate some portion of the work.
 - 2. Diagrams and instructions from a manufacturer or fabricator for use in producing the product and as aids to the CONTRACTOR for integrating the product or system into the project.
 - 3. Drawings prepared by or for the CONTRACTOR to show how multiple systems and interdisciplinary work will be coordinated.
- C. Product Data
 - 1. Catalog cuts, illustrations, schedules, diagrams, performance charts, instructions and brochures illustrating size, physical appearance and other characteristics of materials, systems or equipment for some portion of the work.
 - 2. Samples of warranty language when the contract requires extended product warranties.
- D. Samples
 - 1. Fabricated or unfabricated physical examples of materials, equipment or workmanship that illustrate functional and aesthetic characteristics of a material or product and establish standards by which the work can be judged.
 - 2. Color samples from the manufacturer's standard line (or custom color samples if specified) to be used in selecting or approving colors for the project.
 - 3. Field samples and mock-ups constructed on the project site establish standards by which the ensuring work can be judged. Includes assemblies or portions of assemblies which are to be incorporated into the project and those which will be removed at conclusion of the work.
- E. Design Data
 - 1. Design calculations, mix designs, analyses or other data pertaining to a part of work.
- F. Test Reports
 - 1. Report signed by authorized official of testing laboratory that a material, product or system identical to the material, product or system to be provided has been tested in accord with specified requirements. Unless specified in another section, testing must have been within three years of date of contract award for the project.

2. Report which includes findings of a test required to be performed by the CONTRACTOR on an actual portion of the work or prototype prepared for the project before shipment to job site.
 3. Report which includes finding of a test made at the job site or on sample taken from the job site, on portion of work during or after installation.
 4. Investigation reports.
 5. Daily logs and checklists.
 6. Final acceptance test and operational test procedure.
- G. Certificates
1. Statements printed on the manufacturer's letterhead and signed by responsible officials of manufacturer of product, system or material attesting that the product, system, or material meets specification requirements. Must be dated after award of project contract and clearly name the project.
 2. Document required of CONTRACTOR, or of a manufacturer, supplier, installer or SUBCONTRACTOR through CONTRACTOR. The document purpose is to further promote the orderly progression of a portion of the work by documenting procedures, acceptability of methods, or personnel qualifications.
 3. Confined space entry permits.
 4. Text of posted operating instructions.
- H. Manufacturer's Instructions
1. Preprinted material describing installation of a product, system or material, including special notices and (MSDS)concerning impedances, hazards and safety precautions.
- I. Manufacturer's Field Reports
1. Documentation of the testing and verification actions taken by manufacturer's representative at the job site, in the vicinity of the job site, or on a sample taken from the job site, on a portion of the work, during or after installation, to confirm compliance with manufacturer's standards or instructions. The documentation must be signed by an authorized official of a testing laboratory or agency and state the test results; and indicate whether the material, product, or system has passed or failed the test.
 2. Factory test reports.
- J. Operation and Maintenance Data
1. Data that is furnished by the manufacturer, or the system provider, to the equipment operating and maintenance personnel, including manufacturer's help and product line documentation necessary to maintain and install equipment. This data is needed by operating and maintenance personnel for the safe and efficient operation, maintenance and repair of the item.
 2. This data is intended to be incorporated in an operations and maintenance manual or control system.
- K. Closeout Submittals
1. Documentation to record compliance with technical or administrative requirements or to establish an administrative mechanism.
 2. Submittals required for Guiding Principle Validation (GPV) or Third Party Certification (TPC).
 3. Special requirements necessary to properly close out a construction contract. for example, Record Drawings and as-built drawings. Also, submittal requirements necessary to properly close out a major phase of construction on a multi-phase contract.
- L. Approving Authority
1. Office or designated person authorized to approve submittal.
- M. Work

1. As used in this section, on- and off-site construction required by contract documents, including labor necessary to produce submittals, construction, materials, products, equipment, and systems incorporated or to be incorporated in such construction.
- N. Schedule submittals for these items throughout the course of construction as provided; do not wait until closeout.

1.2. PREPARATION

- A. Transmittal Form
- B. Source Drawings for Shop Drawings
 1. The entire set of Source Drawing files (DWG) will not be provided to the CONTRACTOR. Only those requested by the CONTRACTOR to prepare shop drawings may be provided. Request the specific Drawing Number only for the preparation of Shop Drawings. These drawings may only be provided after award.
 2. Terms and Conditions
 - a. Data contained on these electronic files must not be used for any purpose other than as a convenience in the preparation of construction data for the referenced project. Any other use or reuse shall be at the sole risk of the CONTRACTOR and without liability or legal exposure to the OWNER. The CONTRACTOR must make no claim and waives to the fullest extent permitted by law, any claim or cause of action of any nature against the OWNER, its agents or sub consultants that may arise out of or in connection with the use of these electronic files. The CONTRACTOR must, to the fullest extent permitted by law, indemnify and hold the OWNER harmless against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, arising out of or resulting from the use of these electronic files.
 - b. These electronic Source Drawing files are not construction documents. Differences may exist between the Source Drawing files and the corresponding construction documents. The OWNER makes no representation regarding the accuracy or completeness of the electronic Source Drawing files, nor does it make representation to the compatibility of these files with the CONTRACTOR hardware or software. In the event that a conflict arises between the signed and sealed construction documents prepared by the OWNER and the furnished Source Drawing files, the signed and sealed construction documents govern. The CONTRACTOR is responsible for determining if any conflict exists. Use of these Source Drawing files does not relieve the CONTRACTOR of duty to fully comply with the contract documents, including and without limitation, the need to check, confirm and coordinate the work of all CONTRACTORS for the project. If the CONTRACTOR uses, duplicates or modifies these electronic Source Drawing files for use in producing construction data related to this contract, remove all previous indicia of ownership (seals, logos, signatures, initials and dates).

1.3. QUANTITY OF SUBMITTALS

- A. Number of Samples
 1. Submit two samples, or two sets of samples showing range of variation, of each required item. One approved sample or set of samples will be retained by approving authority and one will be returned to CONTRACTOR.
 2. Submit one sample panel or provide one sample installation where directed. Include components listed in technical section or as directed.
 3. Submit one sample installation, where directed.
 4. Submit one sample of non-solid materials.

1.4. INFORMATION ONLY SUBMITTALS

- A. Normally submittals for information only will not be returned. Approval of the ENGINEER is not required on information only submittals. The OWNER reserves the right to require the CONTRACTOR to resubmit any item found not to comply with the contract. This does not relieve the CONTRACTOR from the obligation to furnish material conforming to the plans and specifications; will not prevent the ENGINEER from requiring removal and replacement of

nonconforming material incorporated in the work; and does not relieve the CONTRACTOR of the requirement to furnish samples for testing by the OWNER laboratory or for check testing by the OWNER in those instances where the technical specifications so prescribe.

1.5. SUBMITTAL REGISTER

- A. Prepare and maintain submittal register, as the work progresses. Include
 - 1. Column with specification section in which submittal is required.
 - 2. Column with each submittal description required in each specification section.
 - 3. Column with one principal paragraph in specification section where a material or product is specified. This listing is only to facilitate locating submitted requirements.
- B. Thereafter, the CONTRACTOR is to track all submittals by maintaining a complete list, including completion of all data columns, including dates on which submittals are received and returned by the OWNER.
- C. CONTRACTOR Use of Submittal Register. Update the following fields in the submittal register with each submittal throughout contract.
 - 1. Transmittal Number: CONTRACTOR assigned list of consecutive numbers.
 - 2. Action Code
 - 3. Date of action used to record CONTRACTOR's review when forwarding submittals.
 - 4. List date of submittal transmission.
 - 5. List date approval received.
- D. Approving Authority Use of Submittal Register. Update the following fields in the submittal register program:
 - 1. Transmittal Number: CONTRACTOR assigned list of consecutive numbers.
 - 2. List date of submittal receipt.
 - 3. List Date related to review actions.
 - 4. List date returned to CONTRACTOR.
- E. Copies Delivered to the OWNER
 - 1. Deliver one copy of submittal register updated by CONTRACTOR to OWNER with each invoice request.

1.6. VARIATIONS

- A. Variations from contract requirements require both ENGINEER and OWNER and will be considered where advantageous to OWNER.
- B. Considering Variations
 - 1. Discussion with ENGINEER prior to submission, after consulting with the DOR, will help ensure functional and quality requirements are met and minimize rejections and re-submittals. When contemplating a variation which results in lower cost, consider submission of the variation as a Value ENGINEERING Change Proposal (VECP).
 - 2. Specifically point out variations from contract requirements in transmittal letters. Failure to point out deviations may result in the OWNER requiring rejection and removal of such work at no additional cost to the OWNER.
- C. Proposing Variations
 - 1. When proposing variation, deliver written request to the ENGINEER, with documentation of the nature and features of the variation and why the variation is desirable and beneficial to OWNER, including the DOR's written analysis and approval. If lower cost is a benefit, also include an estimate of the cost savings. In addition to documentation required for variation, include the submittals required for the item. Clearly mark the proposed variation in all documentation.
- D. Warranting that Variations are Compatible

1. When delivering a variation for approval, CONTRACTOR, including its Designer(s) of Record, warrants that this contract has been reviewed to establish that the variation, if incorporated, will be compatible with other elements of work.
- E. Review Schedule Extension
 1. In addition to normal submittal review period, a period of 10 working days will be allowed for consideration by the OWNER of submittals with variations.

1.7. SCHEDULING

- A. Schedule and submit concurrently submittals covering component items forming a system or items that are interrelated. Include certifications to be submitted with the pertinent drawings at the same time. No delay damages or time extensions will be allowed for time lost in late submittals.
 1. Coordinate scheduling, sequencing, preparing and processing of submittals with performance of work so that work will not be delayed by submittal processing. Allow for potential resubmittal of requirements.
 2. Submittals called for by the contract documents will be listed on the register. If a submittal is called for but does not pertain to the contract work, the CONTRACTOR is to include the submittal in the register and annotate it "N/A" with a brief explanation. Approval by the ENGINEER does not relieve the CONTRACTOR of supplying submittals required by the contract documents but which have been omitted from the register or marked "N/A."
 3. Re-submit register and annotate monthly by the CONTRACTOR with actual submission and approval dates. When all items on the register have been fully approved, no further re-submittal is required.
 4. Carefully control procurement operations to ensure that each individual submittal is made on or before the CONTRACTOR scheduled submittal date shown on the approved "Submittal Register."

1.8. REVIEW NOTATIONS

- A. Submittals will be returned to the CONTRACTOR with the following notations:
 1. Submittals marked "approved" or "accepted" authorize the CONTRACTOR to proceed with the work covered.
 2. Submittals marked "approved as noted" or "approved, except as noted, resubmittal not required," authorize the CONTRACTOR to proceed with the work covered provided he takes no exception to the corrections.
 3. Submittals marked "not approved" or "disapproved," or "revise and resubmit," indicate noncompliance with the contract requirements or design concept, or that submittal is incomplete. Resubmit with appropriate changes. No work shall proceed for this item until resubmittal is approved.
 4. Submittals marked "not reviewed" will indicate submittal has been previously reviewed and approved, is not required, does not have evidence of being reviewed and approved by CONTRACTOR, or is not complete. A submittal marked "not reviewed" will be returned with an explanation of the reason it is not reviewed. Resubmit submittals returned for lack of review by CONTRACTOR or for being incomplete, with appropriate action, coordination, or change.

1.9. DISAPPROVED SUBMITTALS

- A. Make corrections required by the ENGINEER. If the CONTRACTOR considers any correction or notation on the returned submittals to constitute a change to the contract drawings or specifications; notice is required to be given to the ENGINEER. CONTRACTOR is responsible for the dimensions and design of connection details and construction of work. Failure to point out deviations may result in the OWNER requiring rejection and removal of such work at the CONTRACTOR's expense.
- B. If changes are necessary to submittals, make such revisions and submission of the submittals in accordance with the procedures above. No item of work requiring a submittal change is to be accomplished until the changed submittals are approved.

1.10. APPROVED SUBMITTALS

- A. The ENGINEER's approval or acceptance of submittals is not to be construed as a complete check.
- B. Approval or acceptance will not relieve the CONTRACTOR of the responsibility for any error which may exist, as the CONTRACTOR under the CONTRACTOR Quality Control (CQC) requirements of this contract is responsible for.
- C. After submittals have been approved or accepted by the ENGINEER, no resubmittal for the purpose of substituting materials or equipment will be considered unless accompanied by an explanation of why a substitution is necessary.

1.11. APPROVED SAMPLES

- A. Approval of a sample is only for the characteristics or use named in such approval and is not be construed to change or modify any contract requirements. Before submitting samples, the CONTRACTOR to assure that the materials or equipment will be available in quantities required in the project. No change or substitution will be permitted after a sample has been approved.
- B. Match the approved samples for materials and equipment incorporated in the work. If requested, approved samples, including those which may be damaged in testing, will be returned to the CONTRACTOR, at his expense, upon completion of the contract. Samples not approved will also be returned to the CONTRACTOR at its expense, if so requested.
- C. Failure of any materials to pass the specified tests will be sufficient cause for refusal to consider, under this contract, any further samples of the same brand or make of that material. OWNER reserves the right to disapprove any material or equipment which previously has proved unsatisfactory in service.
- D. Samples of various materials or equipment delivered on the site or in place may be taken by the ENGINEER for testing. Samples failing to meet contract requirements will automatically void previous approvals. CONTRACTOR to replace such materials or equipment to meet contract requirements.
- E. Approval of the CONTRACTOR's samples by the ENGINEER does not relieve the CONTRACTOR of his responsibilities under the contract.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01 33 23

SHOP DRAWINGS, PROJECT DATA, AND SAMPLES

PART 1 GENERAL

1.1. 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 30 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. Status of O&M manuals submittal.

1.2. CONTRACTOR'S RESPONSIBILITY

- A. It is the duty of the CONTRACTOR to check all drawings, data and samples prepared by or for him before submitting them to the ENGINEER for review. Each and every copy of the Drawings and data shall bear CONTRACTOR'S stamp showing that they have been so checked. Shop drawings submitted to the ENGINEER without the CONTRACTOR'S stamp or evidence that the CONTRACTOR has not performed the required review will be returned to the CONTRACTOR for conformance with this requirement. Shop drawings shall indicate any deviations in the submittal from requirements of the Contract Documents.
- B. Determine and verify:
 - 1. Field measurements.
 - 2. Field construction criteria.
 - 3. Catalog numbers and similar data.
 - 4. Conformance with Specifications and indicate all variances from the Specifications.
- C. The CONTRACTOR shall furnish the ENGINEER a schedule of Shop Drawing submittals fixing the respective dates for the submission of shop and working drawings. 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 shop drawing, project data, or a sample returned for correction until a revision or correction thereof has been reviewed and returned to him by the ENGINEER marked no exceptions taken or make corrections noted.
- E. The CONTRACTOR shall submit to the ENGINEER all drawings and schedules sufficiently in advance of construction requirements to provide no less than 21 calendar days for checking and appropriate action from the time the ENGINEER receives them.

- F. The CONTRACTOR shall submit seven copies of shop drawings and descriptive or product data submittals to the ENGINEER for his use. The CONTRACTOR shall submit extra sets as required for his SUBCONTRACTORS, his suppliers, and his own use. The ENGINEER will review the prints and return three copies of the marked-up submittal with appropriate review comments.
- 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.

1.3. 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;
 - 3. as approving departures from details furnished by the ENGINEER, except as otherwise provided herein.
- C. 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.
- D. 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.
- E. 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.
- F. No partial submittals will be reviewed. Submittals not complete will be returned to the CONTRACTOR, and will be considered "NOT APPROVED" until resubmitted.

1.4. PROCEDURE

- A. Submittal of Shop Drawings shall be made to the ENGINEER'S office in a sealed envelope, addressed with sufficient postage for sending by first class priority mail to: Shows, Dearman & Waits, Inc., 301 Second Ave, Hattiesburg, MS 39401.
- B. A "Contractor's Transmittal" form shall accompany each submission. If data for more than one Section of the Specifications is submitted, a separate transmittal form shall accompany the data submitted for each Section.
- C. At the beginning of each letter of transmittal and each letter of inquiry, a reference heading indicating the following shall be provided.
 - 1. OWNER's Name
 - 2. Project Name
 - 3. OWNER's Project No.
 - 4. Transmittal No.
 - 5. Section No.
- D. If Shop Drawing submittals show variation from the requirements of the Contract Documents, the CONTRACTOR shall make specific mention of such variation in his letter of transmittal.
- E. All shop Drawings submitted for approval shall have a title block with complete identifying information satisfactory to ENGINEER.
- F. All Shop Drawings submitted shall bear the stamp of approval and signature of the CONTRACTOR as evidence that they have been reviewed by the CONTRACTOR. Submittals without this stamp of

approval will not be reviewed by the ENGINEER and will be returned to the CONTRACTOR. The stamp shall contain the following minimum information:

Project Name: _____

CONTRACTOR'S NAME: _____

Date: _____

..... Reference

Item: _____

Specifications: _____

Section: _____

Page No.: _____

Para. No.: _____

Drawing No.: _____ of _____

Location: _____

Submittal No.: _____

Approved by: _____

G. A submittal number shall be assigned to each submittal by the CONTRACTOR as follows:

H. $\frac{\text{XXX}}{\text{Project No.}} - \frac{\text{XXX}}{\text{Consecutive Ref.No.}} - \frac{\text{XX}}{\text{Review No.}}$

1. Consecutive Reference No. - shall be a consecutive number of the submittals by the CONTRACTOR. for example, the first submittal shall be 001 and the one hundred and tenth shall be 110.
2. Review No. - is the number of times the submittal has been submitted for review, i.e., the first time is -01.
3. Example: The first submittal from the CONTRACTOR shall be S9-001-01
- I. The CONTRACTOR shall initially submit to the ENGINEER a minimum of two copies of all submittals. Submittals may be submitted electronically in PDF format. CONTRACTOR shall restrict his submittals to the following sizes only:
 1. 8-1/2-inch by 11-inch.
 2. 11-inch by 17-inch.
 3. 24-inch by 36-inch.
- J. After the ENGINEER completes his review, the Shop Drawings will be marked with one of the following notations:
 1. Approved.
 2. Approved as Noted.
 3. Approved as Noted-Resubmit.
 4. Not Approved.
 5. Comments Attached - Resubmit.
 6. Submit Specified Item.
- K. If a submittal is acceptable, it will be marked "Approved" or "Approved as Noted". One copy of the submittal will be returned to the CONTRACTOR.

- L. Upon return of a submittal marked "Approved" or "Approved as Noted", the CONTRACTOR may order, ship or fabricate the materials included on the submittal, provided it is in accordance with the corrections indicated.
- M. If a Shop Drawing is marked "Approved as Noted" but has extensive corrections or corrections affecting other drawings or Work, the ENGINEER may require that the CONTRACTOR make the corrections indicated thereon and resubmit the Shop Drawings for record purposes. In this case, the submittal will be marked "Approved as Noted-Resubmit".
- N. If a submittal is unacceptable, one copy will be returned to the CONTRACTOR with one of the following notations:
 - 1. "Not Approved"
 - 2. "Comments Attached - Resubmit"
 - 3. "Submit Specified Item"
- O. Upon return of a submittal marked "Comments Attached- Resubmit", the CONTRACTOR shall make the corrections indicated and repeat the initial approval procedure. The "Not Approved" 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.
- P. 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.
- Q. Shop Drawings or other submittals not bearing the ENGINEER'S "Approved", "Approved as Noted" or "Comments Attached - Resubmit" 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.
- R. 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.

1.5. SHOP DRAWINGS

- A. Shop Drawings shall be submitted well in advance of the need for the material or equipment for construction and with ample allowance for time required to make delivery of material or equipment after data covering such is approved. The CONTRACTOR shall assume the risk for all materials or equipment which are fabricated or delivered prior to the approval of Shop Drawings. No materials or equipment shall be incorporated into the Work nor will such be included in periodic progress payments until approval thereof has been obtained in the specified manner.
- B. The ENGINEER will review and process all submittals promptly, but a reasonable time should be allowed for this, for the Shop Drawings being revised and resubmitted, and for time required to return the approved Shop Drawings to the CONTRACTOR. The CONTRACTOR should allow a minimum of 45 days for each submittal review and/or response in preparation of his construction schedules. A minimum of two submittals should be anticipated for major products and equipment items.
- C. It is the CONTRACTOR'S responsibility to review submittals made by his suppliers and SUBCONTRACTORS before transmitting them to the ENGINEER to assure proper coordination of the Work and to determine that each submittal is in accordance with his desires and that there is sufficient information about materials and equipment for the ENGINEER to determine compliance with the Drawings and Specifications. Incomplete or inadequate submittals will be returned for revision without review.
- D. Approval of Shop Drawings shall not relieve the CONTRACTOR from the responsibility of furnishing materials and equipment of proper dimension, size, quality, quantity, and all performance characteristics to efficiently perform the requirements and intent of the Contract Documents. The

CONTRACTOR is responsible for dimensions which shall be confirmed and correlated at the job site. The CONTRACTOR is also responsible for information that pertains solely to the fabrication process or to the technique of construction and for the coordination of the Work of all trades.

- E. Data on materials and equipment include, without limitation, materials and equipment lists, catalog data sheets, cuts, performance curves, diagrams, materials of construction and similar descriptive material as required. Materials and equipment lists shall give for each item thereon the name and location of the supplier or manufacturer, trade name, catalog reference, size, finish and all other pertinent data.
- F. The CONTRACTOR shall provide a list including the equipment name, address and telephone number of the manufacturer's representative and service company so that service and/or spare parts can be readily obtained for all mechanical and electrical equipment furnished.
- G. All manufacturers or equipment suppliers who proposed to furnish equipment or products shall submit an installation list to the ENGINEER along with the required shop drawings. The installation list shall include at least five installations where identical equipment has been installed and has been in operation for a period of at least one year.
- H. Only the ENGINEER will utilize the color "red" in marking Shop Drawing submittals.
- I. Before final payment is made, the CONTRACTOR shall include in O&M manuals, separate for items without O&M manuals, five hard copy sets and one PDF electronic set 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.

1.6. 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 1.2, shall be submitted to the ENGINEER where required by the Contract Documents or requested by the ENGINEER, and shall be submitted at least 30 calendar days (unless otherwise specified by the ENGINEER) in advance of their being required for work.
- C. Working drawings shall be signed by a registered Professional ENGINEER, currently licensed to practice in the State of Mississippi. The ENGINEER will not review working drawings but shall use them as information to monitor the work performed by the CONTRACTOR.

1.7. 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. Full range of color, texture and pattern.
- C. Each sample shall have a label indicating:
 - 1. Name of Project.
 - 2. Name of CONTRACTOR and SUBCONTRACTOR.
 - 3. Material or Equipment Represented.
 - 4. Place of Origin.
 - 5. Name of Producer and Brand (if any).
 - 6. Location in Project.
(Samples of finished materials shall have additional marking that will identify them under the finished schedules.)
- D. The CONTRACTOR shall prepare a transmittal letter in duplicate for each shipment of samples containing the information required in subparagraph 1.7B 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.

- E. 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 requested at time of submission.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01 35 43 ENVIRONMENTAL PROTECTION PROCEDURES

PART 1 GENERAL

1.1. SCOPE OF WORK

- A. The work covered by this Section consists of furnishing all labor, materials and equipment and performing all work required for the prevention of environmental pollution in conformance with applicable laws and regulations, during and as the result of construction operations under this Contract. for the purpose of this Specification, environmental pollution is defined as the presence of chemical, physical, or biological elements or agents which adversely affect human health or welfare; unfavorably alter ecological balances of importance to human life; affect other species of importance to man; or degrade the utility of the environment for aesthetic and/or recreational purposes.
- B. The control of environmental pollution requires consideration of air, water and land, and involves management of noise and solid waste, as well as other pollutants.
- C. Schedule and conduct all work in a manner that will minimize the erosion of soils in the area of the work. Provide erosion control measures such as sedimentation or filtration systems, berms, silt fences, seeding, mulching or other special surface treatments as are required to prevent silting and muddying of streams, rivers, impoundments, lakes, etc. All erosion control measures shall be in place in an area prior to any construction activity in that area.
- D. These Specifications are intended to ensure that construction is achieved with a minimum of disturbance to the existing ecological balance between a water resource and its surroundings. These are general guidelines. It is the CONTRACTOR'S responsibility to determine the specific construction techniques to meet these guidelines.
- E. All phases of sedimentation and erosion control shall comply with and be subject to the approval of the Mississippi Department of Environmental Quality and the U.S. EPA.

1.2. APPLICABLE REGULATIONS

- A. Comply with all applicable Federal, State and local laws and regulations concerning environmental pollution control and abatement.

1.3. NOTIFICATIONS

- A. The ENGINEER will notify the CONTRACTOR in writing of non-compliance with the foregoing provisions or of any environmentally objectional acts and corrective action to be taken. State or local agencies responsible for verification of certain aspects of the environmental protection requirements shall notify the CONTRACTOR in writing, through the ENGINEER, of any non-compliance with State or local requirements. The CONTRACTOR shall, after receipt of such notice from the ENGINEER or from the regulatory agency through the ENGINEER, immediately take corrective action. Such notice, when delivered to the CONTRACTOR or his/her authorized representative at the site of the work, shall be deemed sufficient for the purpose. If the CONTRACTOR fails or refuses to comply promptly, the OWNER may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such stop orders shall be made the subject of a claim for extension of time or for excess costs or damages by the CONTRACTOR unless it is later determined that the CONTRACTOR was in compliance.

1.4. IMPLEMENTATION

- A. Prior to commencement of the work, meet with the OWNER to develop mutual understandings relative to compliance with this provision and administration of the environmental pollution control program.
- B. Remove temporary environmental control features, when approved by the ENGINEER, and incorporate permanent control features into the project at the earliest practicable time.

1.5. PROTECTION OF WATERWAYS

- A. The CONTRACTOR shall observe the rules and regulations of the State of Mississippi and agencies of the U.S. Government prohibiting the pollution of any lake, stream, river, or wetland by the dumping of any refuse, rubbish, dredge material, or debris therein.
- B. CONTRACTORS are specifically cautioned that disposal of materials into any waters of the State must conform with the requirements of the Mississippi Department of Environmental Quality, and an applicable permit from the U.S. Army Corps of Engineers.
- C. The CONTRACTOR shall be responsible for providing holding ponds or an approved method which will handle, carry through, or divert around his work all flows, including storm flows and flows created by construction activity, so as to prevent silting of waterways or flooding damage to the property or adjacent properties.
- D. The CONTRACTOR is responsible for obtaining an MDEQ NPDES Storm Water Permit for construction and for monitoring the site per the permit requirements until final completion.

1.6. DISPOSAL OF EXCESS EXCAVATION AND OTHER WASTE MATERIALS

- A. Excess excavated material not required or suitable for backfill and other waste material must be disposed of offsite in accordance with applicable laws and regulations.
- B. Unacceptable disposal sites, include, but are not limited to, sites within a wetland or critical habitat and sites where disposal will have a detrimental effect on surface water or groundwater quality.
- C. The CONTRACTOR may make his own arrangements for disposal subject to submission of proof to the ENGINEER that the OWNER(s) of the proposed site(s) has a valid fill permit issued by the appropriate governmental agency and submission of a haul route plan including a map of the proposed route(s).
- D. The CONTRACTOR shall provide watertight conveyance of any liquid, semi-liquid, or saturated solids which tend to bleed or leak during transport. No liquid loss from transported materials will be permitted whether being delivered to the construction site or being hauled away for disposal. Fluid materials hauled for disposal must be specifically acceptable at the selected disposal site.

1.7. USE OF CHEMICALS

- A. All chemicals used during project construction or furnished for project operation, whether herbicide, pesticide, disinfectant, polymer, reactant or of other classification, must show approval of either the U.S. Environmental Protection Agency or the U.S. Department of Agriculture or any other applicable regulatory agency. Use of all such chemicals and disposal of residues shall be in conformance with the manufacturer's instructions.
- B. Any oil or other hydrocarbon spilled or dumped on the OWNER'S site during construction must be excavated and completely removed from the site prior to final acceptance. Soil contaminated by the CONTRACTOR'S operations shall become the property of the CONTRACTOR, who will bear all costs of testing and disposal.
- C. Before a CONTRACTOR commences work, the following steps shall be completed.
 - 1. The OWNER will provide a copy of the Chemical List giving the hazardous chemicals to which the CONTRACTOR, his employees and agents may be exposed to on the project site.
 - 2. The OWNER will provide copies of all Material Safety Data Sheets (MSDS) to the CONTRACTOR for the hazardous chemicals which CONTRACTOR may be exposed to on the project site.
 - 3. The OWNER will inform the CONTRACTOR of his obligation to inform his employees and agents of each of the above requirements.
 - 4. The CONTRACTOR shall provide MSDSs for all hazardous chemicals he may bring onto the project site that OWNER'S employees may be exposed to.
 - 5. The CONTRACTOR shall sign a CONTRACTOR Acknowledgement certifying that he has received the information provided by the OWNER on hazardous chemicals and maintain the Acknowledgement with the original Contract.

1.8. PAYMENT

- A. The work specified in this Section shall be considered incidental and payment will be included as part of the appropriate lump sum or unit prices specified in the Bid Forms.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.1. EROSION CONTROL

- A. Provide positive means of erosion control such as shallow ditches around construction to carry off surface water. Erosion control measures, such as siltation basins, mulching, jute netting and other equivalent techniques, shall be used as appropriate. Flow of surface water into excavated areas shall be prevented. Ditches around construction area shall also be used to carry away water resulting from dewatering of excavated areas. At the completion of the work, ditches shall be backfilled and the ground surface restored to original condition.

3.2. PROTECTION OF STREAMS

- A. Care shall be taken to prevent, or reduce to a minimum, any damage to any stream from pollution by debris, sediment or other material, or from the manipulation of equipment and/or materials in or near such streams. Water that has been used for washing or processing, or that contains oils or sediments that will reduce the quality of the water in the stream, shall not be directly returned to the stream. Such waters will be diverted through a settling basin or filter before being directed into the streams.
- B. The CONTRACTOR shall not discharge water from dewatering operations directly into any live or intermittent stream, channel, wetlands, surface water or any storm sewer. Water from dewatering operations shall be treated by filtration, settling basins, or other approved method to reduce the amount of sediment contained in the water.
- C. All preventative measures shall be taken to avoid spillage of petroleum products and other pollutants. In the event of any spillage, prompt remedial action shall be taken in accordance with a contingency action plan approved by the Mississippi Department of Environmental Quality. CONTRACTOR shall submit two copies of approved contingency plans to the ENGINEER.
- D. Water being flushed from structures or pipelines after disinfection, with a chlorine residue of 2 mg/l or greater, shall be treated with a dechlorination solution, in a method approved by the ENGINEER, prior to discharge. Water shall be sampled and tested prior to discharge by either DPD Drop Dilution Method or High Range Chlorine Test Kit per AWWA 651.

3.3. PROTECTION OF LAND RESOURCES

- A. Land resources within the project boundaries and outside the limits of permanent work shall be restored to a condition, after completion of construction that will appear to be natural and not detract from the appearance of the project. Confine all construction activities to areas shown on the Drawings.
- B. Outside of areas requiring earthwork for the construction of the new facilities, the CONTRACTOR shall not deface, injure, or destroy trees or shrubs, nor remove or cut them without prior approval. No ropes, cables, or guys shall be fastened to or attached to any existing nearby trees for anchorage unless specifically authorized by the ENGINEER. Where such special emergency use is permitted, first wrap the trunk with a sufficient thickness of burlap or rags over which softwood cleats shall be tied before any rope, cable, or wire is placed. The CONTRACTOR shall in any event be responsible for any damage resulting from such use.
- C. Where trees may possibly be defaced, bruised, injured, or otherwise damaged by the CONTRACTOR'S equipment, dumping or other operations, protect such trees by placing boards, planks, or poles around them. Monuments and markers shall be protected similarly before beginning operations near them.

- D. Any trees or other landscape feature scarred or damaged by the CONTRACTOR'S equipment or operations shall be restored as nearly as possible to its original condition. The ENGINEER will decide what method of restoration shall be used and whether damaged trees shall be treated and healed or removed and disposed of.
 - 1. All scars made on trees by equipment, construction operations, or by the removal of limbs larger than one inch in diameter shall be coated as soon as possible with an approved tree wound dressing. All trimming or pruning shall be performed in an approved manner by experienced workmen with saws or pruning shears. Tree trimming with axes will not be permitted.
 - 2. Trees that are to remain, either within or outside established clearing limits, that are subsequently damaged by the CONTRACTOR and are beyond saving in the opinion of the ENGINEER, shall be immediately removed and replaced.
 - E. The locations of the CONTRACTOR'S storage, and other construction buildings, required temporarily in the performance of the work, shall be cleared portions of the job site or areas to be cleared as shown on the Drawings and shall require written approval of the ENGINEER and shall not be within wetlands or floodplains. The preservation of the landscape shall be an imperative consideration in the selection of all sites and in the construction of buildings. Drawings showing storage facilities shall be submitted for approval of the ENGINEER.
 - F. If the CONTRACTOR proposes to construct temporary roads or embankments and excavations for plant and/or work areas, he/she shall submit the following for approval at least ten days prior to scheduled start of such temporary work.
 - 1. A layout of all temporary roads, excavations and embankments to be constructed within the work area.
 - 2. Details of temporary road construction.
 - 3. Drawings and cross sections of proposed embankments and their foundations, including a description of proposed materials.
 - 4. A landscaping drawing showing the proposed restoration of the area. Removal of any trees and shrubs outside the limits of existing clearing area shall be indicated. The drawing shall also indicate location of required guard posts or barriers required to control vehicular traffic passing close to trees and shrubs to be maintained undamaged. The drawing shall provide for the obliteration of construction scars as such and shall provide for a natural appearing final condition of the area. Modification of the CONTRACTOR'S approved drawings shall be made only with the written approval of the ENGINEER. No unauthorized road construction, excavation or embankment construction including disposal areas will be permitted.
 - G. Remove all signs of temporary construction facilities such as haul roads, work areas, structures, foundations of temporary structures, stockpiles of excess or waste materials, or any other vestiges of construction as required. It is anticipated that excavation, filling and plowing of roadways will be required to restore the area to near natural conditions which will permit the growth of vegetation thereon. The disturbed areas shall be prepared and seeded as described in Section 32 92 00 Seeding and Sodding, or as approved by the ENGINEER.
 - H. All debris and excess material will be disposed of outside wetland or floodplain areas in an environmentally sound manner.
- 3.4.PROTECTION OF AIR QUALITY
- A. Burning. The use of burning at the project site for the disposal of refuse and debris will not be permitted.
 - B. Dust Control. The CONTRACTOR will be required to maintain all excavations, embankment, stockpiles, access roads, plant sites, waste areas, borrow areas, and all other work areas within or without the project boundaries free from dust which could cause the standards for air pollution to be exceeded, and which would cause a hazard or nuisance to others.

- C. An approved method of stabilization consisting of sprinkling or other similar methods will be permitted to control dust. The use of petroleum products is prohibited. The use of chlorides may be permitted with approval from the ENGINEER.
- D. Sprinkling, to be approved, must be repeated at such intervals as to keep all parts of the disturbed area at least damp at all times, and the CONTRACTOR must have sufficient suitable equipment on the job to accomplish this if sprinkling is used. Dust control shall be performed as the work proceeds and whenever a dust nuisance or hazard occurs, as determined by the ENGINEER.

3.5. MAINTENANCE OF POLLUTION CONTROL FACILITIES DURING CONSTRUCTION

- A. During the life of this Contract, maintain all facilities constructed for pollution control as long as the operations creating the particular pollutant are being carried out or until the material concerned has become stabilized to the extent that pollution is no longer being created.

3.6. NOISE CONTROL

- A. The CONTRACTOR shall make every effort to minimize noises caused by his/her operations. Equipment shall be equipped with silencers or mufflers designed to operate with the least possible noise in compliance with State and Federal regulations.

END OF SECTION

SECTION 01 42 13 ABBREVIATIONS

PART 1 GENERAL

1.1. DESCRIPTION

- A. Whenever in these Contract Documents the following abbreviations are used, the intent and meaning shall be interpreted as follows:

AA	Aluminum Association
AAMA	Architectural Aluminum Manufacturers' Association
AAN	American Association for Nurserymen
AASHTO	American Association of State Highway and Transportation officials
ACI	American Concrete Institute
ACPA	American Concrete Pipe Association
AFBMA	Anti-Friction Bearing Manufacturers' Association
AGA	American Gas Association
AGMA	American Gear Manufacturers' Association
AI	Asphalt Institute
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AITC	American Institute of Timber Construction
AMCA	Air Moving and Conditioning Association
ANSI	American National Standards Institute
APA	American Plywood Association
API	American Petroleum Institute
AREA	American Railway ENGINEERING Association
ASAE	American Society of Agricultural ENGINEERS
ASCE	American Society of Civil ENGINEERS
ASHRAE	American Society of Heating, Refrigerating and Air-Conditioning
ASME	American Society of Mechanical ENGINEERS
ASTM	American Society of Testing and Materials
AWI	Architectural Woodwork Institute
AWPA	American Wood Preservers' Association
AWPB	American Wood Preservers' Bureau
AWS	American Welding Society
AWWA	American Water Works Association

BHMA	Builders' Hardware Manufacturers' Association
CBMA	Certified Ballast Manufacturers' Association
CDA	Copper Development Association
CISPI	Cast Iron Soil Pipe Institute
CLFMI	Chain Link Fence Manufacturers Institute
CMAA	Crane Manufacturers' Association of America
CRSI	Concrete Reinforcing Steel Institute
DIPRA	Ductile Iron Pipe Research Association
DWS	MSDH Division of Water Supply
FED. SPEC.	Federal Specifications
HI	Hydraulic Institute
HMI	Hoist Manufacturers' Institute
ICBO	International Conference of Building officials
IEEE	Institute of Electrical and Electronics ENGINEERs, Inc.
IPCEA	Insulated Power Cable ENGINEER's Association
MSHD	Mississippi Highway Department
MSDH	Mississippi State Department of Health
MDEQ	Mississippi Department of Environmental Quality
MMA	Monorail Manufacturers' Association
NACE	National Association of Coatings ENGINEERs
NBMA	National Builders' Hardware Association
NEC	National Electrical Code
NEMA	National Electrical Manufacturers' Association
NFPA	National Fire Protection Association
NLMA	National Lumber Manufacturers' Association
NSPE	National Society of Professional ENGINEERs
NWMA	National Woodwork Manufacturers' Association
OECI	Overhead Electrical Crane Institute
OPC	office of Pollution Control
OSCR	office of Standards Code and Information
PCA	Portland Cement Association
PCI	Prestressed Concrete Institute
PS	Product Standards Sections - U.S. Department of Commerce
RMA	Rubber Manufacturers' Association
SAE	Society of Automotive ENGINEERs

SSPC	Steel Structures Painting Council
TCA	Tile Council of America
TEMA	Tubular Exchanger Manufacturers' Association
UBC	Uniform Building Code
UL	Underwriter's Laboratories, Inc.
UNI-BELL	Uni-Bell Plastic Pipe Association
WWPA	Western Wood Products Association

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01 45 29 TESTING LABORATORY SERVICES

PART 1 GENERAL

1.1. REQUIREMENTS INCLUDED

- A. The 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 Technical Specifications and may at any other time elect to have materials and equipment tested for conformity with the Contract Documents.
 - 1. The CONTRACTOR shall cooperate with the laboratory to facilitate the execution of its required services.
 - 2. Employment of the laboratory shall in no way relieve CONTRACTOR'S obligations to perform the Work of the Contract.

1.2. QUALIFICATION OF LABORATORY

- A. Meet "Procurement and Effective Practice of Construction Materials ENGINEERING and Testing Services" published by the American Council of Independent Laboratories (ACIL).
- B. Meet basic requirements of ASTM E329, "Standard Specification for Agencies Engaged in Construction Inspection and/or Testing".
- C. Responsible ENGINEER: Perform all testing under the direction of a registered professional engineer employed full time by the testing laboratory.
- D. Submittals: Submit copy of report of inspection of facilities made by materials reference laboratory of National Bureau of Standards of any deficiencies reported by inspection.

1.3. LABORATORY'S DUTIES

- A. Upon notice, cooperate with CONTRACTOR to promptly provide qualified personnel. Perform specified inspections, sampling and testing of materials and methods of construction to ascertain compliance with requirements of contract documents. Promptly notify CONTRACTOR of irregularities or deficiencies of work observed during performance of services.
- B. Promptly prepare reports of inspections and tests including:
 - 1. Date issued
 - 2. Project title and number
 - 3. Testing laboratory, name and address
 - 4. Name and signature of inspector
 - 5. Date of inspection of sampling
 - 6. Record of temperature and weather
 - 7. Date of test
 - 8. Identification of product and specification section
 - 9. Location of project
 - 10. Type of inspection or test
 - 11. Observations regarding compliance with contract documents
- C. Laboratory shall promptly distribute copies of reports of inspections and tests to:
 - 1. CONTRACTOR
 - 2. ENGINEER
 - 3. SUBCONTRACTORS, when pertinent

1.4. LIMITATIONS OF AUTHORITY OF TESTING LABORATORY

- A. Laboratory is not authorized to:
 - 1. Release, revoke, alter or enlarge on requirements of Contract Documents.

2. Approve or accept any portion of the Work.
3. Perform any duties of the CONTRACTOR.

1.5. 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, at the CONTRACTOR'S expense, 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 ENGINEER 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.
 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. When tests or inspections cannot be performed after such notice, reimburse OWNER for laboratory personnel and travel expenses incurred due to CONTRACTOR'S negligence.
- H. 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 ENGINEER.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01 60 00 MATERIAL AND EQUIPMENT

PART 1 GENERAL

1.1. TRANSPORTATION

- A. The CONTRACTOR shall make all arrangements for transportation of equipment and materials required for prosecution and completion.
- B. Shipments of materials to the CONTRACTOR or SUBCONTRACTORS shall be delivered to the site only during regular working hours. Shipments shall be addressed and consigned to the proper party giving name of project, street address, and city. Shipments shall not be delivered to the OWNER except where otherwise directed.
- C. If it is necessary to move stored materials and equipment during construction, the CONTRACTOR shall move or cause to be moved materials and equipment without any additional compensation.

1.2. DELIVERY

- A. The CONTRACTOR shall arrange deliveries of products in accordance with construction schedules and in ample time to facilitate inspection prior to installation.
- B. The CONTRACTOR shall coordinate deliveries to avoid conflict with the Work and conditions at the site and to accommodate the following:
 - 1. Work of other CONTRACTORS or the OWNER.
 - 2. Limitations of storage space.
 - 3. Availability of equipment and personnel for handling products.
 - 4. OWNER'S use of premises.
- C. The CONTRACTOR will not have products delivered to the project site until related Shop Drawings have been approved by the ENGINEER.
- D. The CONTRACTOR will not have products delivered to the project site until required storage facilities have been provided.
- E. The CONTRACTOR shall have products delivered to the project site in the manufacturer's original, unopened, labeled containers.
- F. The CONTRACTOR shall inspect the shipment immediately on delivery to ensure:
 - 1. Product complies with requirements of Contract Documents and reviewed submittals.
 - 2. Quantities are correct.
 - 3. Containers and packages are intact and labels are legible.
 - 4. Products are properly protected and undamaged.

1.3. PRODUCT HANDLING

- A. The CONTRACTOR shall provide equipment and personnel necessary to handle the products, including those provided by the OWNER, using methods to prevent soiling or damage to the products or packaging.
- B. The CONTRACTOR shall provide additional protection during handling as necessary to prevent scraping, marring or otherwise damaging the products or the surrounding surfaces.
- C. The CONTRACTOR shall handle the products by methods that prevent bending or overstressing.
- D. The CONTRACTOR shall lift heavy components only at designated lifting points.
- E. The CONTRACTOR shall, at all times, handle the materials in a safe manner and as recommended by the supplier so that no damage occurs to them. Do not drop, roll, or skid products off delivery vehicles. Hand carry or use suitable materials handling equipment.

1.4. STORAGE OF MATERIALS

- A. The CONTRACTOR shall store and protect materials in accordance with the manufacturer's recommendations and requirements of the Specifications.

- B. The CONTRACTOR shall make all arrangements and provisions necessary for the storage of materials and equipment. All excavated materials, construction equipment, and materials and equipment to be incorporated into the Work shall be placed so as not to injure any part of the Work or existing facilities and so that free access can be had at all times to all parts of the Work and to all public utility installations in the vicinity of the Work. Materials and equipment shall be kept neatly and compactly stored in locations that will cause a minimum of inconvenience to other CONTRACTORS, public travel, adjoining OWNERS, tenants, and occupants. Arrange storage in a manner to provide easy access for inspection.
 - C. The area available on the construction site for storage of material and equipment shall be as shown or approved by the ENGINEER.
 - D. Materials that are to become the property of the OWNER shall be stored to facilitate their inspection and ensure preservation of the quality and fitness of the Work, including proper protection against damage by freezing and moisture. They shall be placed in inside storage areas unless otherwise acceptable to the OWNER.
 - E. Lawns, grass plots or other private property shall not be used for storage purposes without written permission of the OWNER or other person in possession or control of such premises.
 - F. The CONTRACTOR shall be fully responsible for loss or damage to stored materials.
 - G. The CONTRACTOR will not open manufacturer's containers until the time of installation unless recommended by the manufacturer or otherwise specified.
- 1.5. MAINTENANCE OF STORAGE
- A. The CONTRACTOR shall maintain a periodic system of inspection of stored products on a scheduled basis to ensure that:
 - 1. The state of storage facilities is adequate to provide required conditions.
 - 2. The required environmental conditions are maintained on a continuing basis.
 - 3. The products exposed to the elements are not adversely affected.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01 63 00 SUBSTITUTIONS

PART 1 GENERAL

1.1. GENERAL

- A. Requests for review of a substitution shall conform to the requirements of the General Conditions and shall contain complete data substantiating compliance of proposed substitution with Contract Documents.

1.2. SUBSTITUTIONS

- A. During a period of 60 days after execution of the Contract, the ENGINEER will consider written requests from CONTRACTOR for substitution of products or construction methods (if specified). After the end of the specified period, requests will be considered only in the case of unavailability of products or other conditions beyond the control of the CONTRACTOR.
- B. Requests for review of a substitution shall conform to the requirements of the General Conditions, and shall contain complete data substantiating compliance of proposed substitution with the Contract Documents.
- C. In making a request for a substitution, CONTRACTOR represents that:
 - 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 the proposed substitution as provided for the 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 the Contract Documents.
 - 3. They will change design concepts or Specifications.
 - 4. They will delay completion of the Work, or the work of other CONTRACTORS.
- E. The ENGINEER will determine whether substitute brands or products are equal to those specified in the Contract Documents. No substitute will be ordered or installed without the ENGINEER'S prior written acceptance.
- F. The OWNER may require CONTRACTOR to furnish at CONTRACTOR'S expense a special performance guarantee or other surety with respect to any substitute.
- G. If the ENGINEER determines that a proposed substitute is not equal to that specified or described in the Drawings or Specifications, CONTRACTOR shall furnish one of the brands or products specified or described, at no additional cost to the OWNER.
- H. ENGINEERING Costs:
 - 1. The ENGINEER will record all time required in evaluating substitutions proposed by CONTRACTOR and in making any change in the Drawings or Specifications occasioned thereby. Whether or not the ENGINEER accepts a proposed substitute the 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. The CONTRACTOR shall reimburse OWNER for all associated engineering costs including redesign, additional shop drawing reviews, investigations, consultant fees, and revision of the Contract Documents required because of the substitution.

- I. The time required by the ENGINEER to evaluate and either accept or reject proposed substitutes is included in the Contract Time and no extension of the Contract Time shall be allowed therefore.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01 71 16 SITE CONDITIONS

PART 1 GENERAL

1.1. RELATED WORK

- A. Site preparation is included in Section 02100.

1.2. SUBSURFACE INFORMATION

- A. No subsurface investigations were performed for this project.

1.3. SITE INVESTIGATION AND REPRESENTATION

- A. The CONTRACTOR acknowledges that he has satisfied himself as to the nature and location of the Work; the general and local conditions, particularly those bearing upon availability of transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads, and uncertainties of weather, river/stream stages, or similar physical conditions at the site; the conformation and conditions of the ground; the character of equipment and facilities needed preliminary to and during the prosecution of the Work and all other matters which can in any way affect the Work or the cost thereof under this Contract.
- B. The CONTRACTOR further acknowledges that he has satisfied himself as to the character, quality, and quantity of surface and subsurface materials to be encountered from inspecting the site and from evaluating information derived from exploratory work that has been done by the OWNER as presented in the geotechnical report, as well as from information presented herein as a part of these Contract Documents. Any failure by the CONTRACTOR to acquaint himself with all the available information will not relieve him from responsibility for properly estimating the difficulty or cost of successfully performing the Work. Neither the OWNER nor the ENGINEER assumes responsibility for any conclusion or interpretation made by the CONTRACTOR on the basis of the information made available by the OWNER or the ENGINEER.

1.4. RESPONSIBILITY FOR UTILITY PROPERTIES AND SERVICE

- A. Known utilities and structures adjacent to or encountered in the Work are shown on the Drawings. The locations shown are taken from existing records and the best information available from existing plans; however, it is expected that there may be some discrepancies and omissions in the locations and quantities of utilities and structures shown. Those shown are for the convenience of the CONTRACTOR only, and no responsibility is assumed by either the OWNER or the ENGINEER for their accuracy or completeness.
- B. Neither the OWNER nor his officers or agents shall be responsible to the CONTRACTOR for damages as a result of the CONTRACTOR'S failure to protect utilities encountered in the Work.
- C. The CONTRACTOR shall at all times provide unobstructed access to fire hydrants, underground conduit, manholes, and water or gas valve boxes.
- D. Where the CONTRACTOR'S operations could cause damage which might result in considerable expense, loss, and inconvenience when his operations are adjacent to or near railway, telegraph, telephone, television, power, oil, gas, water, sewer, irrigation, or other systems, no operations shall be commenced until the CONTRACTOR has made all arrangements necessary for the protection of these utilities and services.
- E. The CONTRACTOR shall notify all utility offices that are affected by the construction operation at least 15 days in advance of commencing construction operations. The CONTRACTOR shall not expose any utility without first obtaining permission from the affected agency. Once permission has been granted, locate and, if necessary, expose and provide temporary support for all existing underground utilities in advance of operations.

- F. The CONTRACTOR shall be solely and directly responsible to the OWNERS and operators of such utility properties for any damage, injury, expense, loss, inconvenience, delay, suits, actions, or claims of any character brought because of any injuries or damage that may result from the construction operations under this Contract.
- G. In the event of interruption to domestic water, sewer, storm drain, or other utility services as a result of accidental breakage due to construction operations, the CONTRACTOR shall promptly notify the proper authority and cooperate with said authority in restoration of service as promptly as possible and bear all costs of repair. In no event shall interruption of any water or utility service be allowed unless prior approval is granted by the OWNER of the utility.
- H. The CONTRACTOR shall replace, at his own expense, any and all other existing utilities or structures removed or damaged during construction, unless otherwise provided for in these Contract Documents.
- I. Where existing utility lines or structures are so located as to physically conflict with permanent structures to be constructed under this Contract, the conflicting utility line or structure shall be permanently relocated. Such relocations shall be considered as required by this contract.
- J. The CONTRACTOR shall give immediate notice to the ENGINEER, the OWNER and the OWNER of the utility (where applicable) when a physical conflict is determined to exist. Any delays resulting from the required relocations of the utilities are the responsibility of the CONTRACTOR.
- K. Where existing utility lines or structures are so located as to interfere with the CONTRACTOR'S prosecution of the Work, but do not physically conflict with completed manholes or other permanent structures to be constructed under this Contract, any modification, alteration, or relocation of interfering utility, either permanent or temporary, shall be accomplished at the expense of the CONTRACTOR.
- L. The CONTRACTOR shall give immediate notice to the ENGINEER and the OWNER of the utility when interference is determined to exist and shall obtain approval to relocate such utility or to discontinue service therein from the ENGINEER and the OWNER of the utility. The OWNER of the utility shall have the right to do all work required to discontinue, relocate, and replace interfering utilities and charge the CONTRACTOR for all costs thereof. When approved by the ENGINEER and the OWNER of the utility, all work required to discontinue, relocate, and replace interfering utilities may be done by, or arranged for, by the CONTRACTOR. All such discontinuance, relocation, and replacement shall be accomplished in accordance with all requirements of the OWNER of the utility.
- M. When notified by the CONTRACTOR that an interference or conflict has been determined to exist, the ENGINEER will determine whether such interference shall be considered as required by construction or as incidental to construction.

1.5. INTERFERING STRUCTURES

- A. Take necessary precautions to prevent damage to existing structures whether on the surface, aboveground, or underground. An attempt has been made to show major structures on the Plans. While the information has been compiled from the best available sources, its completeness and accuracy cannot be guaranteed, and it is presented as a guide to avoid known possible difficulties.
- B. Protect existing structures from damage, whether or not they lie within the right-of-way or the limits of the easements obtained by the OWNER. Where existing structures must be removed to properly conduct the Work, or are damaged during the Work, they shall be restored at the CONTRACTOR'S expense to at least their original condition and to the satisfaction of the ENGINEER.
- C. The CONTRACTOR may, with the approval of the ENGINEER and without additional compensation, remove and replace in a condition as good as or better than original, any small interfering structures such as fences and signposts that interfere with the CONTRACTOR'S operations.

1.6. FIELD RELOCATION

- A. During the progress of the Work, minor relocations of the Work may be necessary. Such relocations shall be made only by direction of the ENGINEER. If existing structures are encountered that will

prevent construction as shown, notify the ENGINEER before continuing with the Work in order that the ENGINEER may make such field revisions as necessary to avoid conflict with the existing structures. If the CONTRACTOR fails to notify the ENGINEER when an existing structure is encountered and proceeds with the Work despite this interference, he shall be responsible for any damage that may occur.

1.7. LAND MONUMENTS

- A. The CONTRACTOR shall preserve or replace any existing Federal, State, County, City, and private land monuments encountered. All monuments replacement by the CONTRACTOR shall be performed by a land surveyor licensed in the State of Mississippi.

1.8. PAYMENT

- A. The Work specified in this Section shall be considered incidental and payment will be included as part of the appropriate lump sum or unit prices specified in the Bid Form.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01 70 00 EXECUTION AND CLOSEOUT REQUIREMENTS

PART 1 GENERAL

1.1. SCOPE OF WORK

- A. This Section outlines the procedure to be followed in closing out the contract.

1.2. SUBSTANTIAL COMPLETION

- A. The substantial completion date shall be established as stated in the Agreement.

1.3. FINAL CLEANING

- A. At the completion of work and immediately prior to final inspection, cleaning of the entire project shall be accomplished according to the following provisions:
- B. The CONTRACTOR shall thoroughly clean, sweep, wash, and polish all work and equipment provided under the Contract, including finishes. The cleaning shall leave the structures and site in a complete and finished condition to the satisfaction of the ENGINEER.
 - 1. All SUBCONTRACTORS shall similarly perform, at the same time, an equivalent thorough cleaning of all work and equipment provided under their contracts.
 - 2. The CONTRACTOR shall remove all temporary structures and all debris, including all dirt, sand, gravel, rubbish and waste material.
 - 3. Should the CONTRACTOR not remove rubbish or debris, or not clean the buildings and site as specified above, the OWNER reserves the right to have the cleaning done at the expense of the CONTRACTOR.
 - 4. The CONTRACTOR shall mow the newly planted grassed areas.
- C. Use only cleaning materials recommended by manufacturer of surface to be cleaned.
- D. Use cleaning materials only on surfaces recommended by cleaning material manufacturers.
- E. In preparation for substantial completion or occupancy, conduct final inspection of sight-exposed interior and exterior surfaces, and of concealed spaces.
- F. Remove grease, dust, dirt, stains, labels, fingerprints, and other foreign materials from sight-exposed interior and exterior finished surfaces. Polish surfaces so designated to shine finish.
- G. Repair, patch, and touch up marred surfaces to specified finish, to match adjacent surfaces.
- H. Replace air-handling filters if units were operated during construction.
- I. Vacuum clean all interior spaces, including inside cabinets. Broom clean paved surfaces, rake clean other surfaces of grounds.
- J. Handle materials in a controlled manner with as few handlings as possible. Do not drop or throw materials from heights.
- K. Schedule cleaning operations so that dust and other contaminants resulting from cleaning process will not fall on wet, newly-painted surfaces.

1.4. FINAL INSPECTION

- A. After final cleaning and restoration and upon written notice from the CONTRACTOR that the work is completed, the ENGINEER will make a preliminary inspection with the OWNER and the CONTRACTOR present. Upon completion of this preliminary inspection, the ENGINEER will notify the CONTRACTOR, in writing, of any particulars in which this inspection reveals that the work is defective or incomplete.
- B. Upon receiving written notice from the ENGINEER, the CONTRACTOR shall immediately undertake the work required to remedy deficiencies and complete the work to the satisfaction of the ENGINEER.

- C. When the CONTRACTOR has corrected or completed the items as listed in the ENGINEER'S written notice, he shall inform the ENGINEER, in writing, that the required work has been completed. Upon receipt of this notice, the ENGINEER, in the presence of the OWNER and the CONTRACTOR, will make his final inspection of the project.
- D. Should the ENGINEER find all work satisfactory at the time of his inspection, the CONTRACTOR will be allowed to make application for final payment. Should the ENGINEER still find deficiencies in the work, the ENGINEER will inform the CONTRACTOR of the deficiencies and will deny the CONTRACTOR'S request for final payment until such time as the CONTRACTOR has satisfactorily completed the required work.

1.5. FINAL SUBMITTALS

- A. No application for final payment will be accepted until all submittals have been made and approved by the ENGINEER, including, but not limited to, the following:
 - 1. Final shop drawings.
 - 2. Project Record Documents
 - 3. All interface information.
 - 4. All Operation and Maintenance Manuals.
 - 5. All required indices and schedules.
 - 6. All Manufacturers' Certificates of Proper Installation.
 - 7. All construction photographs, including those of the completed project.
 - 8. All State required submittals.
 - 9. Certificate that all outstanding debts are paid and that there are no liens on the project.

1.6. ACCESSORY ITEMS

- A. The CONTRACTOR shall provide to the OWNER, upon acceptance of the equipment, all special accessories required to place each item of equipment in full operation. These special accessory items include, but are not limited to, the specified spare parts, adequate oil and grease as required for the first lubrication of the equipment, initial fill-up of all chemical tanks and fuel tanks, light bulbs, fuses, hydrant wrenches, valve wrenches, valve keys, handwheels, and other expendable items as required for initial start-up and operation of all equipment.

1.7. GUARANTEES, BONDS, AND AFFIDAVITS

- A. No application for final payment will be accepted until all guarantees, bonds, certificates, licenses, and affidavits required for work or equipment as specified are satisfactorily filed with the ENGINEER.

1.8. RELEASE OF LIENS OR CLAIMS

- A. No application for final payment will be accepted until satisfactory evidence of release of liens has been submitted to the OWNER as required by the General Conditions.

1.9. FINAL PAYMENT

- A. Final payment will be made to the CONTRACTOR in accordance with the Agreement.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED) E

END OF SECTION

SECTION 01 74 00 CLEANING

PART 1 GENERAL

1.1. REQUIREMENTS INCLUDED

- A. Cleaning shall include daily "policing" of the work and surrounding areas to clear general debris, waste paper, wood scraps, broken concrete, and other objectionable material along with the final cleanup of site(s) required for project acceptance. DAILY CLEANUP IS REQUIRED.

1.2. DISPOSAL REQUIREMENTS

- A. The CONTRACTOR shall conduct cleaning and disposal operations to comply with the Office of Pollution Control and with the codes, ordinances and regulations of the city or county in which the work is being performed.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.1. DURING CONSTRUCTION

- A. The CONTRACTOR shall 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. The CONTRACTOR shall provide on-site 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 on-site containers.
- C. The CONTRACTOR shall remove waste materials, debris and rubbish from the site. periodically and dispose of at legal disposal areas away from the site. Burning of waste material shall not be permitted.

3.2. FINAL CLEANING

- A. The CONTRACTOR shall remove grease, mastic, adhesives, dust, dirt, stains, fingerprints, labels, and other foreign materials from sight-exposed interior and exterior surfaces.
- B. The CONTRACTOR shall clean ground surfaces of the construction site and broom clean exterior paved surfaces.
- C. Prior to final completion, the CONTRACTOR shall conduct an inspection of all work areas to verify that the entire Work is clean.

END OF Section

SECTION 01 75 16 EQUIPMENT TESTING AND STARTUP

PART 1 GENERAL

1.1. SCOPE OF WORK

- A. Provide a competent field services technician of the manufacturers of all equipment furnished under Division 11 - Equipment, Division 33 - Utilities, Division 40 - Process Interconnections, Division 41 - Material Processing and Handling Equipment, Division 43 - Process Gas and Liquid Handling, Purification, and Storage Equipment, and Division 46 - Water and Wastewater Equipment to supervise installation, adjustment, initial operation and testing, performance testing, final acceptance testing and startup of the equipment.
- B. Perform specified equipment field performance tests, final acceptance tests and startup services.

1.2. RELATED WORK

- A. Operation and Maintenance Data is included in Section 01 78 23.
- B. Performance and acceptance testing and startup requirements are included in the respective sections of Divisions 11, 33, 40, 41, 43, and 46.

1.3. SUBMITTALS

- A. Submit name, address and resume of proposed field services technicians at least 30 days in advance of the need for such services.
- B. Submit to ENGINEER and OWNER for review in accordance with Section 01 33 00 detailed testing procedures for shop tests, field performance tests and final acceptance tests as specified in the various equipment specification sections. Test procedures shall be submitted at least 30 days in advance of the proposed test dates and shall include at least the following information:
 - 1. Name of equipment to be tested, including reference to specifications section number and title.
 - 2. Testing schedule of proposed dates and times for testing.
 - 3. Summary of power, lighting, chemical, water, sludge, gas, etc., needs and identification of who will provide them.
 - 4. Outline specific assignment of the responsibilities of the CONTRACTOR and manufacturers' factory representatives or field service personnel.
 - 5. Detailed description of step-by-step testing requirements, with reference to appropriate standardized testing procedures and laboratory analyses by established technical organizations (e.g., ASTM, WEF Standard Methods, etc.).
 - 6. Samples of forms to be used to collect and record test data and to present tabulated test results.
- C. Submit in accordance with Section 01 33 23 copies of test reports upon completion of specified shop, performance and acceptance tests. Test reports shall incorporate the information provided in the test procedures submittals, modified to reflect actual conduct of the tests and the following additional information:
 - 1. Copy of all test data sheets and results of lab analyses.
 - 2. Summary comparison of specified test and performance requirements versus actual test results.
 - 3. Should actual test results fail to meet specified test and performance requirements, describe action to be taken prior to re-testing equipment.
- D. Submit in accordance with Section 01 33 23 copies of the manufacturer's field service technician's report summarizing the results of his/her initial inspection, operation, adjustment and pre-tests. The report shall include detailed descriptions and tabulations of the points inspected, tests and adjustments made, quantitative results obtained, suggestions for precautions to be taken to ensure

proper maintenance, and the equipment supplier's Certificate of Installation in the format specified hereinafter.

1.4. QUALITY ASSURANCE

- A. Field service technicians shall be competent and experienced in the proper installation, adjustment, operation, testing and startup of the equipment and systems being installed.
- B. Manufacturers' sales and marketing personnel will not be accepted as field service technicians.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.1. PRELIMINARY REQUIREMENTS

- A. After installation of the equipment has been completed and the equipment is presumably ready for operation, before it is operated by others, the manufacturer's field service technician shall inspect, operate, test and adjust the equipment. The inspection shall include at least the following points where applicable:
 - 1. Soundness (without cracks or otherwise damaged parts).
 - 2. Completeness in all details, as specified and required.
 - 3. Correctness of setting, alignment and relative arrangement of various parts.
 - 4. Adequacy and correctness of packing, sealing and lubricants.
- B. The operation, testing and adjustment shall be as required to prove that the equipment has been left in proper condition for satisfactory operation under the conditions specified.
- C. Upon completion of this work, the manufacturer's field service technician shall submit a signed report of the results of his/her inspection, operation, adjustments and tests.

3.2. WITNESS REQUIREMENTS

- A. Shop tests or factory tests may be witnessed by the OWNER and/or OWNER'S representatives, as required by the various equipment specifications.
- B. Field performance and acceptance tests shall be performed in the presence of the OWNER, the OWNER'S designated personnel and/or OWNER'S representatives.

3.3. STARTUP AND ACCEPTANCE OF THE TREATMENT PLANT AND RELATED SYSTEMS

- A. General Requirements
 - 1. Successfully execute the step-by-step procedure of startup and performance demonstration specified hereinafter.
 - 2. The startup and performance demonstration shall be successfully executed prior to Substantial Completion and acceptance by the OWNER of the treatment plant and its related systems.
 - 3. All performance tests and inspections shall be scheduled at least five working days in advance or as otherwise specified with the OWNER and the ENGINEER.
 - 4. All performance tests and inspections shall be conducted during the work week of Monday through Friday, unless otherwise specified.
- B. Preparation for Startup
 - 1. Upon completion of the treatment facilities and all its related systems, all channels, basins and tanks shall be flushed with potable water and hydraulically checked for leaks, cracks, and defects in accordance with Section 01 75 18, Watertightness Test for Hydraulic Structures.
 - 2. All mechanical and electrical equipment shall be checked to ensure that it is in good working order and properly connected. Preliminary run-ins of the various pumps, compressors, and other equipment shall be made. All systems shall be cleaned and purged as required. All sumps, tanks, basins, chambers, pump wells and pipelines which are hydraulically checked shall be drained and returned to their original condition once the water testing is complete.

3. All instruments and controls shall be calibrated through their full range. All other adjustments required for proper operation of all instrumentation and control equipment shall be made.
4. Perform all other tasks needed for preparing and conditioning the treatment facilities for proper operation.
5. No testing or equipment operation shall take place until the CONTRACTOR verifies for the ENGINEER that all specified equipment has been installed and is in good working order.
6. No testing or equipment operation shall take place until it has been verified by the ENGINEER that all lubricants, tools, maintenance equipment, spare parts and approved equipment operation and maintenance manuals have been furnished as specified.

EQUIPMENT SUPPLIER'S CERTIFICATE OF INSTALLATION

OWNER _____

Project _____

Contract No. _____

EQUIPMENT SPECIFICATION SECTION _____

EQUIPMENT DESCRIPTION _____

I, _____, Authorized representative of _____
(Print Name)

(Print Manufacturer's Name)

hereby CERTIFY that _____
(Print equipment name and model with serial no.)

installed for the subject project has (have) been installed in a satisfactory manner, has (have) been tested and adjusted, and is (are) ready for final acceptance testing and operation on:

Date _____

Time _____

CERTIFIED BY: _____
(Signature of Manufacturer's Representative)

Date _____

END OF SECTION

SECTION 01 75 18

WATERTIGHTNESS TEST FOR HYDRAULIC STRUCTURES

PART 1 GENERAL

1.1. SCOPE OF WORK

- A. Furnish all labor, materials, and incidentals required, and perform tightness testing of water containing structures as listed herein and all retesting until the structures meet the requirements as specified herein.

1.2. MEASUREMENT AND PAYMENT

- A. No separate payment will be made for this Work. Include payment in the lump sum base bid.

1.3. RELATED WORK

- A. Concrete is included in Division 3.
- B. Waterproofing is included in Division 7.

1.4. SUBMITTALS

- A. Submit the results of each watertightness test of each structure to the Engineer. The submittal format shall be similar to that shown in Figure A attached to end of this Section.

1.5. REFERENCE STANDARDS

- A. American Concrete Institute (ACI)
 - 1. ACI 350.1 - Tightness Testing of Environmental Engineering Concrete Structures
- B. Where reference is made to one of the preceding standards, the revision in effect at the time of bid opening shall apply.

1.6. PROJECT/SITE REQUIREMENTS

- A. Coordinate timing and procedures for obtaining testing water and structure testing with the Engineer well in advance of the actual testing.
- B. Water Source and Disposal
 - 1. Water for testing shall be plant process water in accordance with Section 01500. All labor, equipment, and materials shall be supplied by the Contractor.
 - 2. Test water shall be disposed of by the Contractor in an approved manner. Water shall not be disposed of by discharging it onto the ground surface of public or private land. Test water shall be disposed of by reintroduction into the plant process at the time, rate of flow and location approved by the Owner.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.1. GENERAL

- A. The testing of water containment structures shall conform to the following standards except as modified herein:
 - 1. Reinforced concrete water retaining structures - ACI 350.1R and as specified herein.
- B. Perform watertightness tests prior to placing backfill around structures in order to permit observation and detection of leakage points. Walls may be backfilled prior to testing only when approved in writing by the Engineer. The request to backfill prior to testing shall include a description of the method proposed to detect leakage points after the backfill is in place. Approval to place backfill prior to testing shall not relieve the Contractor of the responsibility for conducting watertightness tests.

3.2. EXAMINATION

- A. Inspect the structure to be tested for potential leakage paths such as cracks, voids, etc. and repair such paths in compliance with the provisions of these specifications or as approved by the Engineer.

3.3. PREPARATION

- A. Thoroughly clean the structure to be tested of dirt, mud, and construction debris prior to initiating watertightness tests. The floor and sumps shall be flushed with water to provide a clean surface, ready for testing.
- B. Inlet and outlet pipes not required to be operational for the tests may be temporarily sealed or bulkheaded prior to testing.
- C. Confirm adequacy of seals around gates and valves and reset or seal as approved by the Engineer. Estimates of gate or valve leakage will not be allowed as adjustments to the measured tank or structure leakage.

3.4. TESTING PROCEDURES

- A. Conditions of Testing
 - 1. Do not begin initial filling of concrete structures until all concrete elements of the structure have attained the minimum specified 28-day compressive strength of the concrete, nor less than 14 days after all concrete walls or base slabs have been placed.
 - 2. Initial filling of reinforced concrete structures shall not exceed a rate of 4-ft per hour.
 - 3. Fill unlined or partially lined concrete structures to the maximum operating water surface level and maintain the water at that level for at least 72 hours prior to beginning watertightness tests to minimize water absorption by the concrete during testing.
 - 4. Test only a single structure at a time. Concurrent testing of contiguous or adjacent structures will not be allowed. For the purpose of tightness testing a single structure is any tank, wet well, basin, cell, compartment, filter, channel or similar construction which may be isolated by gates, valves, stop logs or the like such that it may be full of liquid when adjacent construction is empty.
- B. Testing Procedures
 - 1. Duration of the test shall not be less than that required for a drop in the water surface of 1/2-in based on the calculated maximum allowable leakage rate nor 3 days, whichever is greater.
 - 2. Loss of volume measurements shall be taken at 24-hour intervals. The loss of volume is usually determined by measuring the drop in water surface elevation and computing the change in volume of the contained water. Measure water surface elevation at the same four locations 90 degrees apart. Record water temperature 18-in below the water surface when taking the first and last sets of measurements.
 - 3. The percentage of water volume loss shall be computed based on the measured change in water surface elevation, the area of the horizontal water surface, the initial water volume and any correction for precipitation or evaporation where applicable.
- C. Reports
 - 1. Submit to the Engineer watertightness test results for each structure tested on the form appended to this Section.
 - 2. Notify the Engineer of the scheduling of tests 30 working days prior to the tests. The Engineer may monitor any watertightness testing performed on the structures.

3.5. ACCEPTANCE

- A. The following conditions shall be considered as NOT meeting the criteria for acceptance regardless of the actual loss of water volume from the structure.
 - 1. Ground water leakage into the structure through floors, walls, or wall-floor joints.
 - 2. Structures that exhibit flowing water from joints, cracks, or from beneath the foundation (except for underdrain systems).

- B. The watertightness of concrete tanks and structures shall be considered acceptable when loss of water volume is within the criteria listed below:
 - 1. For unlined (or partially lined) reinforced concrete tanks, loss of volume not exceeding 0.10 percent in 24 hours (HST-100).
 - 2. For reinforced concrete tanks with fully lined walls, loss of volume not exceeding 0.05 percent in 24 hours (HST-050).
 - 3. For completely lined tanks, no measurable loss of volume (HST-NML).

3.6. REPAIRS AND RETESTING

- A. Structures failing the watertightness test and not exhibiting visible leakage may be retested after an additional stabilization period of 7 days. Tanks failing this second test shall be repaired prior to further testing.
- B. Repair structures that fail the watertightness test and structures showing visible leakage in compliance with the provisions of these specifications or as approved by the Engineer.
- C. Repairs and retesting of tanks shall be accomplished at no additional cost to the Owner.

3.7. SCHEDULE

- A. The following structures shall be tested for watertightness:
 - 1. All water containment structures including:
 - a. 1930s Aerator
 - b. New Rapid Mix Tank
 - c. Filters 1-6

END OF SECTION

FIGURE A
WATERTIGHTNESS TEST REPORT

PROJECT _____ SUBMITTED BY _____

STRUCTURE* _____ TEST DATES _____

Allowable loss of water volume _____ percent in 24 hrs.

Measured loss of water volume _____ percent in 24 hrs.

TEST READINGS

Water temperature at start _____ degrees F Water temperature at end _____ degrees F

Water Surface Elevation

	Date	Time	Location 1	Location 2	Location 3	Location 4	Initials
1							
2							
3							
4							
5							
Change in level							
A	Average change in level						
B	Correction for precipitation/evaporation						
C	Corrected change in level = CL =						
D	Measured percent water loss in 24 hrs. = $\frac{(CL) \times (\text{surface area}) \times (100)}{(\text{initial water volume}) (\text{number of test days})}$						

Notes and field observations**

* Attach a sketch showing a plan of the structure and measurement locations.

** Place date and initials at the beginning of each entry

SECTION 01 78 23

OPERATION AND MAINTENANCE DATA

PART 1 GENERAL

1.1. REQUIREMENTS INCLUDED

- A. Compile product data and related information appropriate for OWNER'S maintenance and operation of equipment furnished under Contract.
 - 1. Prepare operating and maintenance data as specified herein and as referenced in other pertinent sections of Specifications.
 - 2. Submit operating and maintenance manuals as specified herein.
- B. Instruct OWNER'S personnel in maintenance of products and in operation of equipment and systems.

1.2. QUALITY ASSURANCE PREPARATION OF DATA SHALL BE DONE BY PERSONNEL:

- A. Trained and experienced in maintenance and operation of described products.
- B. Familiar with requirements of this Section.
- C. Skilled in technical writing to the extent required to communicate essential data.
- D. Skilled as draftsman competent to prepare required drawings.

1.3. FORM OF SUBMITTALS

- A. Prepare data in form of an operating and maintenance manual for use by OWNER'S personnel.
- B. Format:
 - 1. Size: 8½ inches x 11-inches, punched and reinforced for insertion into the 3-ring binders.
 - 2. Paper: 20 pound minimum white, for typed pages.
 - 3. Text: Manufacturer's printed data, or neatly typewritten.
 - 4. Drawings:
 - a. Provide reinforced punched binder tabs, bind in with text
 - b. Reduce larger drawings and fold to size of text pages; but no larger than 11 inches x 17 inches.
 - 5. Provide fly-leaf for each separate product, or each piece of operating equipment.
 - a. Provide typed description of product, and major component parts of equipment.
 - b. Provide indexed tabs.
 - 6. Cover: Identify each volume with typed or printed title "OPERATING AND MAINTENANCE INSTRUCTIONS." List:
 - a. Title of Project
 - b. Identity of separate structure as applicable.
 - c. Identity of general subject matter covered in the manual.
- C. Binders:
 - 1. Commercial quality three-post binders with durable and cleanable plastic pocket covers and spines.
 - 2. Maximum post width: 2-inches, D-ring.
 - 3. When multiple binders are used, correlate the data into related consistent groupings.

1.4. CONTENT OF OPERATING AND MAINTENANCE MANUAL

- A. A complete neatly typewritten table of contents listing documents in all volumes shall be included and arranged in systematic order.
 - 1. CONTRACTOR, name of responsible principal, address and telephone number.
 - 2. A list of each product required to be included, indexed to content of the volume.

3. List, with each product, name, address and telephone number of: a. SUBCONTRACTOR or installer. b. Maintenance CONTRACTOR, as appropriate. c. Identify area of responsibility of each. d. Local source of supply for parts and replacement.
4. Identify each product by product name and other identifying symbols as set forth in Contract Documents.
- B. Product Data:
 1. Include only those sheets which are pertinent to the specific product.
 2. Annotate each sheet to: a. Clearly identify specific product or part installed. b. Clearly identify data applicable to installation. c. Delete references to inapplicable information.
- C. Drawings:
 1. Supplement product data with drawings as necessary to clearly illustrate:
 - a. Relations of component parts of equipment and systems.
 - b. Control and flow diagrams.
 2. Coordinate drawings with information in Project Record Documents to assure correct illustration of completed installation.
 3. Do not use Project Record Documents as maintenance drawings.
- D. Written text, as required to supplement product data for the particular installation:
 1. Organize in consistent format under separate headings for different procedures.
 2. Provide logical sequence of instructions of each procedure.
- E. Copy of each warrant, bond and service contract issued and provide information sheet for OWNER'S personnel, giving proper procedures in the event of failure and instances which might affect the validity of warranties or bonds.
- F. Provide for each unit of equipment and system, as appropriate:
 1. Description of unit and component parts.
 - a. Function, normal operating characteristics, and limiting conditions.
 - b. Performance curves, engineering data and tests.
 - c. Complete nomenclature number of replaceable parts including standard or manufacturer's part.
 2. Operating procedures:
 - a. Start-up, break-in, routine and normal operating instructions.
 - b. Regulation, control, stopping., shutdown and emergency instructions.
 - c. Summer and winter operating instructions.
 - d. Special operating instructions.
 3. Maintenance Procedures:
 - a. Routine operations.
 - b. Guide to "troubleshooting."
 - c. Disassembly, repair, and reassembly.
 - d. Alignment, adjusting and checking.
 4. Servicing and lubrication schedule including a list of lubricants required.
 5. Manufacturer's printed operating and maintenance instructions.
 6. Description of sequence of operation by control manufacturer.
 7. Original manufacturer's parts list, illustrations, assembly drawings and diagrams required for maintenance including the following:
 - a. Predicted life of parts subject to wear.
 - b. Items recommended to be stocked as spare parts.

8. As-installed control diagrams by controls manufacturer.
 9. Each CONTRACTOR's coordination drawings including as-installed color-coded piping diagrams.
 10. Charts of valve tag numbers, with location and function of each valve.
 11. Cataloged list of manufacturer's spare parts supplied with the equipment or system, manufacturer's current prices, and recommended quantities to be maintained in storage.
 12. Other data as required under pertinent sections of Specifications.
- G. Content, for each electric and electronic system, as appropriate:
1. Description of system and component parts.
 - a. Function, normal operating characteristics, and limiting conditions.
 - b. Performance curves, engineering data and tests.
 - c. Complete nomenclature including standard or manufacturer's part number of replaceable parts.
 2. Circuit directories of panelboards.
 - a. Electrical service.
 - b. Controls.
 - c. Communications.
 3. As-installed color-coded wiring diagrams.
 4. Operating procedures:
 - a. Routine and normal operating instructions.
 - b. Sequences required.
 - c. Special operating instructions.
 5. Maintenance procedures:
 - a. Routine operations including recalibration procedures.
 - b. Guide to "troubleshooting."
 - c. Disassembly, repair and reassembly.
 - d. Adjustment and checking.
 6. Manufacturer's printed operating and maintenance instructions.
 7. List of original manufacturer's spare parts, manufacturer's current prices, and recommended quantities to be maintained in storage.
 8. Other data as required under pertinent section of specifications.
- H. Prepare and include additional data when the need for such data becomes apparent during instruction of OWNER'S personnel.
- I. Additional requirements for operating and maintenance data as required by the respective sections of the Specifications.

1.5. SUBMITTAL SCHEDULE AND REQUIREMENTS

- A. Submit two (2) copies of preliminary draft of proposed formats and outlines of contents of Operating and Maintenance Manual prior to 50% payment application. No further payment application will be processed until this submittal is made.
- B. Submit two (2) copies of subsequent draft copies of manual in final form prior to submittal of the 75% payment application. No further payment application will be processed until this submittal is made. One copy will be returned and comments to be incorporated into final manual.
- C. Submit five (5) copies of the final manual to the ENGINEER prior to plant startup and prior to submittal of the 85% payment request. No additional payment request will be processed until the final manual is submitted to and approved by the ENGINEER.

- D. Submit five (5) copies of any addenda to the Operating and Maintenance Manual as applicable within 30 days after final inspection and start-up.

1.6. INSTRUCTION OF OWNER'S PERSONNEL

- A. Prior to initial start-up inspection or request for substantial completion, fully instruct OWNER'S designated operating and maintenance personnel in operation, adjustment and maintenance of products, equipment and systems. Contractor shall provide a seven (7) day notice prior to scheduling instruction.
- B. Use the operating and maintenance manuals as the basis of instruction and review contents of manual with personnel in full detail. 01 78 23-4

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01 78 36 WARRANTIES AND BONDS

PART 1 GENERAL

1.1. REQUIREMENTS INCLUDED

- A. Compile specified warranties and bonds, as required in the General Conditions.
- B. Co-execute submittals when so specified.
- C. Review submittals to verify compliance with Contract Documents.
- D. Submit to the ENGINEER for review and transmittal to OWNER.

1.2. SUBMITTAL REQUIREMENTS

- A. Assemble and include warranties, bonds and service and maintenance contracts, executed by each of the respective manufacturers, suppliers, and SUBCONTRACTORS including effective dates.
- B. Number of original signed copies required. Two 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, bond or service and maintenance contract.
 - 5. Duration of warranty, bond or service maintenance contract.
 - 6. Provide information for OWNER'S personnel: a. Proper procedure in case of failure. b. Instances which might affect the validity of warranty or bond.
 - 7. CONTRACTOR, name of responsible principal, address and telephone number.

1.3. FORM OF SUBMITTALS

- A. Prepare in duplicate packets.
- B. Format:
 - 1. Size 8½-inch x 11-inch, punch sheets for standard 3-post binder. Fold larger sheets to fit into binders.
 - 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.

1.4. WARRANTY SUBMITTAL REQUIREMENTS

- A. For all major pieces of equipment, unless stated otherwise in the specifications for each individual item of equipment, submit a written warranty from the equipment manufacturer to replace promptly any equipment or component thereof which, in the sole opinion of the ENGINEER, has defects in design, workmanship, materials, or performance within a one year period following the date of acceptance on operation (Substantial Completion) by the OWNER. The manufacturer's warranty period shall be concurrent with the CONTRACTOR'S for one year. The CONTRACTOR shall be solely responsible for both warranties.
- B. The CONTRACTOR shall obtain warranties for all equipment which has a 1/4 HP motor or larger and/or which lists for more than \$500. The ENGINEER reserves the right to request warranties for equipment not so classified. The CONTRACTOR shall warrant all equipment in the Contract one-year warranty period even though manufacturers' warranties may not be required. Refer to specific sections for other warranty periods.

- C. In the event that the CONTRACTOR is unable to obtain from an equipment manufacturer or supplier the above one-year warranty, the CONTRACTOR shall provide prior to acceptance for operation of the equipment by the OWNER a bank letter of credit in favor of the OWNER in the amount of 200 percent of the purchase price of the equipment for a period of 18 months from the beginning of the warranty period on which the OWNER may draw for replacement of defective equipment (materials and labor).

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01 78 39 PROJECT RECORD DOCUMENTS

PART 1 GENERAL

1.1. REQUIREMENTS INCLUDED

- A. Maintain at the site for the OWNER one record copy of:
 - 1. Drawings.
 - 2. Specifications.
 - 3. Addenda.
 - 4. Change Orders and other Modifications to the Contract.
 - 5. ENGINEER'S Field Orders or written instructions.
 - 6. Approved Shop Drawings, Working Drawings and Samples.
 - 7. Field Test records.
 - 8. Construction photographs.
 - 9. Latest, Approved Progress Schedule.

1.2. MAINTENANCE OF DOCUMENTS AND SAMPLES

- A. Store documents and samples in CONTRACTOR'S field office apart from documents used for construction.
 - 1. Provide files and racks for storage of documents.
 - 2. Provide locked cabinet or secure storage space for storage of samples.
- B. Maintain documents in a clean, dry, legible condition and in good order. Do not use record documents for construction purposes.
- C. Make documents and samples available at all times for inspection by the ENGINEER.
- D. As a prerequisite for monthly progress payments, the CONTRACTOR is to exhibit the currently updated "record documents" for review by the ENGINEER and OWNER.

1.3. MARKING DEVICES

- A. Provide colored pencils or felt tipped pens for marking changes, revisions, additions and deletions to the record set of Contract Drawings. Use the following color code unless otherwise approved by the ENGINEER:
 - 1. Process and Mechanical: Orange
 - 2. Architectural: Blue
 - 3. Structural: Purple
 - 4. Plumbing: Brown
 - 5. HVAC: Green
 - 6. Other Printed Notations: Black

1.4. 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. Elevations of various structure elements in relation to elevation datum.
 - 2. All underground piping with elevations and dimensions, changes to piping location, horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements, actual installed pipe material, class, 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.
 7. Equipment and piping relocations.
- 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): Five sets of record drawings for each type process equipment, piping, electrical system and instrumentation system.
- 1.5. SUBMITTAL
- A. At Contract close-out, deliver Record Documents to the ENGINEER for the OWNER.
- B. Accompany submittal with transmittal letter in duplicate, containing:
1. Date.
 2. Project title and number.
 3. CONTRACTOR'S name and address.
 4. Title and number of each Record Document.
 5. Signature of CONTRACTOR or his authorized representative.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01 78 43 SPARE PARTS AND MAINTENANCE MATERIALS

PART 1 GENERAL

1.1. REQUIREMENTS INCLUDED

- A. CONTRACTOR shall furnish spare parts and maintenance materials as specified in the individual Sections.
- B. Parts and materials shall be furnished in manufacturers unopened cartons, boxes, crates or other protective covering suitable for preventing corrosion or deterioration for the maximum length of storage which may be normally anticipated. They shall be clearly marked and identified.
- C. During construction, store parts in buildings or trailers with floor, roof and closed sides and in accordance with manufacturers' recommendations. Protect from weather, condensation and humidity.
- D. Parts and materials shall be delivered to the OWNER upon completion of the Work or before the OWNER assumes beneficial occupancy. CONTRACTOR shall then place them in permanent storage rooms or areas approved by the OWNER.
- E. Provide a letter of transmittal including the following:
 - 1. Date of letter and transfer of parts and material.
 - 2. Contract title and number.
 - 3. CONTRACTOR'S name and address.
 - 4. A complete inventory of the parts and material, listing the applicable Specification Section for each.
 - 5. A place for the OWNER to sign and signify receipt of the parts and materials.
- F. CONTRACTOR shall be fully responsible for loss or damage to parts and materials until they are transmitted to the OWNER.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 02 41 00 DEMOLITION

PART 1 GENERAL

1.1. DESCRIPTION

- A. Scope: CONTRACTOR shall furnish all labor, materials, equipment and incidentals required for demolitions, removal and disposal of Work shown and specified.
- B. Included, but not limited to, are demolition and removals of existing facilities, materials, equipment, or Work necessary to install the new Work as shown and specified and to connect same with existing Work in an approved manner. Demolition includes but not limited to, removal of filter media; air scour piping and appurtenances, lime feed system, rapid mix tank, and roofing.
- C. Demolitions and removals which may be specified under other Sections shall conform to requirements of this Section.
- D. Related Work Specified Elsewhere:
 - 1. Section 01 11 00, Summary of Work.

1.2. SUBMITTALS

- A. Schedule: Submit for approval proposed methods, equipment, and operations sequence. Include coordination for shut off, capping, temporary services, continuation of utility services, and other applicable items to ensure no interruption of OWNER'S operations.

1.3. JOB CONDITIONS

- A. Protection:
 - 1. CONTRACTOR shall execute the demolition and removal Work to prevent damage or injury to structures, occupants thereof and adjacent features which might result from falling debris or other causes, and so as not to interfere with the use, and free and safe passage to and from, adjacent structures.
 - 2. Closing or obstructing of roadways, sidewalks, and passageways adjacent to the Work by the placement or storage of materials will not be permitted, and all operations shall be conducted without interference to traffic on these ways.
 - 3. CONTRACTOR shall repair damage done to facilities to remain, or to any property belonging to the OWNER.
- B. Provide safeguards, including warning signs, barricades, temporary fences, and other similar items that are required for protection of all personnel during demolition operations. Maintain fences, barricades, lights, and other similar items around exposed excavations until such excavations have been completely filled.
- C. Scheduling: CONTRACTOR shall carry out his operations so as to avoid interference with operations of the Water Treatment Plant. CONTRACTOR shall proceed with the work in a fashion which will allow three filters to remain in proper operation at all times during the renovations.
- D. Notification: At least 48 hours prior to commencement of a demolition or removal, CONTRACTOR shall notify the ENGINEER in writing of his proposed schedule therefore. OWNER shall inspect the existing equipment to identify and mark those items which are to remain the property of the OWNER.
- E. No removals shall be started without the permission of the ENGINEER.
- F. Explosives: Do not bring explosives on site nor use explosives for demolition.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.1. GENERAL

- A. All materials and equipment removed from existing Work shall become the property of the CONTRACTOR, except for those which the OWNER has identified and marked to remain the property of the OWNER.
- B. All materials and equipment marked by the OWNER to remain its property shall be carefully removed by the CONTRACTOR so as not to be damaged, and then cleaned and stored on or adjacent to the site in a protected place specified by the ENGINEER or loaded onto trucks provided by the OWNER.
- C. CONTRACTOR shall dispose of all demolition materials, equipment, debris, and all other items not marked by the ENGINEER to remain the OWNER's property, off the site and in conformance with all existing applicable laws and regulations.
- D. Pollution Controls: Use water sprinkling, temporary enclosures, and other suitable methods to limit the amount of dust and dirt rising and scattering in the air to the lowest practical level. Comply with governing regulations pertaining to environmental protection.
 - 1. Do not use water when it may create hazardous or objectionable conditions such as ice, flooding, and pollution.
 - 2. Clean adjacent structures, facilities, and improvements of dust, dirt, and debris caused by demolition operations. Return adjacent areas to conditions existing prior to the start of the Work.
- E. Concrete and Masonry Demolition: Unless otherwise approved by ENGINEER, proceed with demolition from the top of the structure to the ground.
 - 1. Demolish concrete and masonry in small sections.
 - 2. Remove structural framing members and lower to ground by means of hoists, derricks, or other suitable methods.
 - 3. Break up and remove foundations and slabs-on-grade, unless otherwise shown or specified to remain.
 - 4. Remove structures down to at least two feet below finished grade unless otherwise shown or specified.

END OF SECTION

SECTION 03 15 19

ANCHOR BOLTS, EXPANSION ANCHORS, AND CONCRETE INSERTS

PART 1 GENERAL

1.1. DESCRIPTION

- A. Scope: CONTRACTOR shall furnish all labor, materials, equipment and incidentals as shown, specified and required to furnish and install anchor bolts, expansion anchors and concrete inserts as shown and specified.
- B. This Section includes all bolts, anchors and inserts required for the Work but not specified under other Sections.
- C. The types of work using the bolts, anchors and inserts include, but are not limited to the following:
 - 1. Handrails.
 - 2. Stairs.
 - 3. Hangers and brackets.
 - 4. Equipment.
 - 5. Piping.
 - 6. Tanks.
 - 7. Grating and floor plate.
 - 8. Electrical, Plumbing and HV AC Work.
- D. Related Work Specified Elsewhere:
 - 1. Section 05 50 00, Metal Fabrications and Miscellaneous Metals.
 - 2. Section 40 05 07, Hangers, Supports and Restraints.

1.2. QUALITY ASSURANCE

- A. Reference Standards: Comply with the applicable provisions and recommendations of the following, except as otherwise shown or specified.
 - 1. ASTM A 36, Structural Steel.
 - 2. ASTM A 320, Alloy-Steel and Stainless Steel Bolting for Low-Temperature Service bolts.
 - 3. American Institute of Steel Construction, Structural Steel Detailing.
- B. Expansion anchors and inserts shall be UL or FM approved.

1.3. SUBMITTALS

- A. Samples: Submit for approval the following:
 - 1. Representative samples of bolts, anchors and inserts as may be requested by the ENGINEER. His review will be for type and finish only. Compliance with all other requirements is exclusive responsibility of CONTRACTOR.
- B. Shop Drawings: Submit for approval the following:
 - 1. Setting drawings and templates for location and installation of anchorage devices.
 - 2. Copies of manufacturer's specifications, load tables, dimension diagrams and installation instructions for the devices.

PART 2 PRODUCTS

2.1. DESIGN CRITERIA

- A. When the size, length or load carrying capacity of an anchor bolt, expansion anchor, or concrete insert is not shown on the Drawings, provide the size, length and capacity required to carry the design load times a minimum safety factor of four.
- B. Determine design loads as follows:

1. For equipment anchors, use the design load recommended by the manufacturer and approved by the ENGINEER.
2. For pipe hangers and supports, use one half the total weight of pipe, fittings, valves, accessories and water contained in pipe, between the hanger or support in question and adjacent hangers and supports on both sides.
3. Allowances for vibration are included in the safety factor specified above.

2.2. MATERIALS

A. Anchor Bolts:

1. "J" or "L" type:
 - a. Material and thread specifications to comply with ASTM A 36.
 - b. Located and accurately set for the intended equipment.
 - c. Protect threads and shank from damage through installation of equipment.
 - d. Size as required for the intended equipment and according to the manufacturer's recommendations.
2. Other types, if shown on Drawings.
3. In buried, exterior or submerged locations, provide stainless steel bolts with material specifications complying with ASTM A320, AISI Type 304. Other AISI types may be used subject to ENGINEER'S approval.

B. Expansion Anchors:

1. Provide zinc plated anchors. Anchors shall be of the size required for the concrete strength specified. Provide stud type (male thread) or flush type (female thread), as required.
2. Product and Manufacturer: Provide anchors by one of the following:
 - a. Red Head;
 - b. Hilti, Incorporated;
 - c. Or equal.
3. In buried, exterior, submerged or below grade locations, provide stainless steel anchors complying with ASTM A 320, AISI Type 304. Other AISI types may be used, subject to ENGINEER'S approval.

C. Concrete Inserts:

1. For piping, grating and floor plate, provide malleable iron inserts. Provide those recommended by the manufacturer for the required loading.
2. Finish shall be black.
3. Product and Manufacturer: Provide one of the following inserts:
 - a. Figure 282 by ITT Grinnell;
 - b. No. 380 by Hohmann and Barnard, Inc.;
 - c. Or equal.

D. Powdered Actuated Fasteners:

1. Provide heavy-duty steel pins with diameter of at least 0.177" and length as required to provide a minimum of 1" embedment.
2. Provide heavy-duty pins with dome type heads.
3. Product and Manufacturer:
 - a. DX Powder Actuated Fastening System by Hilti, Incorporated;
 - b. Or equal.

E. Metal Hit Anchors:

1. Provide 1/4" metal hit anchors for securing pipe, conduit, steel angles or plate, and other attachments to brick walls of adequate length to provide a 1" minimum embedment.
2. Product and Manufacturer:

- a. Metal Hit Anchors by Hilti, Incorporated;
 - b. Or equal.
- F. Cast-In-Place Anchor Bolts:
 - 1. Headed type, unless otherwise shown on Drawings.
 - 2. Material type and protective coating as shown in FASTENER SCHEDULE at end of this section.
- G. Anchor Bolt Sleeves:
 - 1. Plastic:
 - a. Single unit construction with corrugated sleeve.
 - b. Top of sleeve shall be self-threading to provide adjustment of threaded anchor bolt projection.
 - c. Material: High density polyethylene.
 - 2. Fabricated Steel: ASTM A36.
- H. Wedge Anchors:
 - 1. Manufacturers and Products:
 - a. ITW Ramset/Red Head, Wood Dale, IL; Trubolt Wedge Anchor.
 - b. Hilti, Inc., Tulsa, OK; Kwik-Bolt 3 Wedge Anchor.
 - c. Dewalt, Baltimore, MD; Power-Stud Anchor.
 - d. Simpson Strong-Tie Co., Inc., Pleasanton, CA; Wedge-All Anchor.
 - e. Wej-It Corp., Tulsa, OK; ANKR-Tite Wedge Anchor.
 - f. Unitex, Kansas City, MO; Pro-Poxy 300 and Pro-Poxy 300 Fast Epoxy Adhesive Anchors.
- I. Sleeve Anchors:
 - 1. Manufacturers and Products:
 - 2. ITW Ramset/Red Head, Wood Dale, IL, Dynabolt Hex Nut Sleeve Anchor.
 - 3. Dewalt, Inc., Baltimore, MD; Hex Head Power-Bolt Anchor.
 - 4. Simpson Strong-Tie Co., Inc., Pleasanton, CA; Sleeve-All Hex Head Anchor.
 - 5. Wej-It Corp., Tulsa, OK; Wej-It Sleeve Anchor.
- J. Adhesive Anchors:
 - 1. Threaded Rod:
 - a. ASTM F 593 stainless steel threaded rod, diameter as shown on Drawings.
 - b. Length as required, to provide minimum depth of embedment.
 - c. Clean and free of grease, oil, or other deleterious material.
 - d. For hollow-unit masonry, provide galvanized or stainless-steel wire cloth screen tube to fit threaded rod.
 - 2. Adhesive:
 - a. Two-component, designed to be used in adverse freeze/thaw environments, with gray color after mixing.
 - b. Cure Temperature, Pot Life, and Workability: Compatible for intended use and environmental conditions.
 - c. Nonsag, with selected viscosity base on installation temperature and overhead application where applicable.
 - 3. Packaging and Storing:
 - a. Disposable, self-contained cartridge system capable of dispensing both components I the proper mixing ratio and fitting into a manually or pneumatically operated caulking gun.
 - b. Store adhesive cartridges on pallets or shelving in covered storage area, in accordance with manufacturer's written instructions.
 - c. Cartridge Markings: Include manufacturer's name, product name, material type, batch or serial number, and adhesive expiration date.

- d. Dispose of cartridges if shelf life has expired.
- 4. Manufacturers and Products:
 - a. ITW Ramset/Red Head, Wood Dale, IL; Epcon Ceramic 6 Epoxy or A7 Adhesive Anchor System. (Use only Epcon A 7 Adhesive System for hollow masonry.)
 - b. Hilti, Inc., Tulsa, OK; HIT Doweling Anchor System, HIT HY 150 (HIT HY 20 for hollow masonry).
 - c. Dewalt, Inc., Baltimore, MD; Power Fast Epoxy Injection Gel Cartridge System.
 - d. Simpson Strong-Tie Co., Inc., Pleasanton, CA; Epoxy-Tie Adhesive ET or Acrylic-Tie Adhesive. (Use only Acrylic-Tie Adhesive for temperatures below 40 degrees F.)
 - e. Covert Operations, Inc., Long Beach, CA; CIA-Gel 7000 Epoxy Anchors.
 - f. Unitex, Kansas City, MO; Pro-Poxy 300 and Pro-Poxy 300 Fast Epoxy Adhesive Anchors.
- K. Adhesive Threaded Inserts:
 - 1. Stainless steel, internally threaded insert.
 - 2. Manufacturer and Product: Hilti, Inc., Tulsa, OK; HIT-R Insert with HIT HY 150 adhesive.
- L. Welded Anchor Studs
 - 1. Headed anchor studs (HAS) or threaded anchor studs (TAS), as indicated on Drawings.
 - 2. Carbon Steel: ASTM A 108, Standard Quality Grades 1010 through 1020, inclusive either semikilled or killed aluminum or silicon dioxidation, unless indicated otherwise.
 - 3. Stainless Steel: ASTM F593, AISI Type 316, Condition CW, where indicated.
 - 4. Manufacturers:
 - a. Nelson Stud Welding, Stanley Co.
 - b. Stud Welding Associates, Inc., Elyria, OH.

PART 3 EXECUTION

3.1. INSPECTION

- A. Examine conditions under which bolts, anchors, or inserts are to be installed, and notify ENGINEER in writing of unsatisfactory conditions existing. Do not proceed with the Work until unsatisfactory conditions or deficiencies have been corrected in a manner acceptable to ENGINEER.

3.2. INSTALLATION

- A. Drilling equipment used and installation of expansion anchors shall be in accordance with manufacturer's instructions.
- B. Assure that embedded items are protected from damage and are not filled in with concrete.
- C. Expansion anchors may be used for hanging or supporting pipe 4 inches diameter and smaller. Expansion anchors shall not be used for larger pipe unless otherwise shown or approved by the ENGINEER.
- D. Unless otherwise shown or approved by ENGINEER conform to following for expansion anchors:
- E. Minimum embedment depth in concrete: 5 diameters.
 - 1. Minimum anchor spacing on centers: 10 diameters.
 - 2. Minimum distance to edge of concrete: 5 diameters.
 - 3. Increase dimensions above if required to develop the required anchor load capacity.
- F. Use concrete inserts for hanging or supporting pipe larger than 4 inches in diameter up to a maximum of 8 inches in diameter. Loads on concrete inserts shall be as recommended by the insert manufacturer.
- G. Special designs will be shown on Contract Drawings for hanging or supporting pipe larger than 8 inches in diameter.

3.3. CLEANING

- A. After embedding concrete is placed, remove protection and clean bolts and inserts.

END OF SECTION

SECTION 03 30 00 CONCRETE AND GROUT

PART 1 GENERAL

1.1. 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.

1.2. 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; a minimum of one for each pour of structural concrete; 1 specimen tested at 7 days, 2 specimens tested at 28 days. When the total quantity of concrete is less than 50 cubic yards, the strength tests may be waived by ENGINEER if field experience indicates evidence of satisfactory strength.
- 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.

1.3. SUBMITTALS

- 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 01 33 23 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.

1.4. PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Deliver concrete reinforcement materials to the site bundled, tagged and marked. Use 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 ensure that segregation of the coarse and fine aggregate particles does not occur and the grading is not affected.

PART 2 PRODUCTS

2.1. CONCRETE MATERIALS

- A. Portland Cement: ASTM C 150, Type 1.
- 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, 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.

2.2. 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.

2.3. REINFORCING MATERIALS

- A. Reinforcing Bars: ASTM A 615, Grade 60.
- B. Welded Wire Fabric: ASTM A 185.
- C. Steel Wire: ASTM A 82.
- D. 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.

2.4. GROUT

- 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:
 - 1. Except where otherwise specified use 1 part cement to 3 parts sand complying with the following:
 - a. Cement: ASTM C 150, Type I.
 - 2. Sand: ASTM C 33.

2.5. EXPANSION JOINTS

- A. Expansion joint filler shall be preformed expansion joint filler complying with ASTM D 1752, 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 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 IT-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) Masterseal SL 2 by Master Builders Company.
- 2) Vulkem 255 by Tremco.
- 3) Or equal.

2.6. WATERSTOPS

A. Reference Standard: CRD-C 572.

1. Construction Joints: A dumbbell shape polyvinyl chloride waterstop with the following minimum requirements:

- a. Thickness: 3/8 inch.
- b. Length: Six inches.
- c. Bulb diameter: 3/4 inch.

2. Expansion Joints: A dumbbell shape polyvinyl chloride waterstop with the following minimum requirements:

- a. Thickness: 3/8 inch.
- b. Length: Nine inches.
- c. Bulb diameter: 3/4 inch.

B. Product and Manufacturer: Provide waterstops as manufactured by one of the following.

1. Vulcan Products, Inc.
2. W.R. Meadows, Inc.
3. Or equal.

PART 3 EXECUTION

3.1. INSPECTION

A. 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.

3.2. FORMWORK

- A. Formwork: Construction 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.

3.3. REINFORCEMENT, JOINTS, AND EMBEDDED ITEMS

- A. Comply with the applicable recommendations of specified codes and standards, and ACI Manual No. SP-66, latest edition, 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 together with 16 gauge 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 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 1.1.B., Coordination, above.
- J. Waterstops
 - 1. General:
 - a. Comply with ACI 301, Chapter 6, and as specified below. All joints shall be made in accordance with manufacturer's instructions.
 - b. Obtain ENGINEER'S approval for waterstop locations not shown.
 - c. Provide waterstops in all foundations, tanks and other substructures up to an elevation at least 12 inches above grade or to an elevation at least 12 inches above liquid level in tanks, whichever is higher, except where otherwise shown or noted.
 - 2. Polyvinyl Chloride Waterstop:
 - a. Tie waterstop to reinforcement so that it is securely and rigidly supported in the proper position during concrete placement. Continuously inspect waterstops during concrete placement to insure their proper positioning.
 - b. Waterstops shall be fused using equipment as supplied by or recommended by the manufacturer.
 - c. Where required, weld polyvinyl chloride waterstop to steel waterstop by gently heating while applying pressure to the two materials. Use a steel plate and two "C" clamps to apply the pressure and a propane torch to apply the heat. The polyvinyl chloride waterstop shall be clamped between the steel waterstop and the steel plate which is held in place by the two "C" clamps. As heat is applied to the steel waterstop tighten the "C" clamps. Heat for approximately 15 minutes at a temperature just enough to make the polyvinyl chloride "runny" and the weld complete. After cooling remove the "C" clamps and plate. ENGINEER must approve polyvinyl chloride before embedding in concrete.

3.4. CONCRETE AND PLACEMENT

- A. Proportioning and Design of Mix:
- B. Minimum compressive strength at 28 days: 4000 psi.
 - 1. Maximum water cement ratio by weight: 0.45.
 - 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.

- C. Job-Site Mixing: Use drum type batch machine mixer, mixing not less than 3 minutes for one cubic yard or smaller capacity. Increase mixing time at least 1 minute for each additional cubic yard or fraction thereof.
- D. Ready-Mixed Concrete: ASTM C 94.
- E. Concrete Placement: Comply with ACI 304, placing concrete in a continuous operation within planned joints or sections. Do not begin placement until work of other trades affecting concrete is completed.
- F. 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.
- G. 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.

3.5. 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.

3.6. CURING

- A. 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 fanned surfaces by moist curing until forms are removed. Provide protection as required to prevent damage to exposed concrete surfaces.
- B. Forms on structural walls shall be left in place for a minimum of 72 hours unless a cylinder breaks indicating the strength of the concrete has reached 75 percent of design strength.
- C. Forms on structural floors and ceiling shall be left in place until a cylinder break indicates the strength of the concrete has reached 85 percent of design strength.

3.7. 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. 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.
 - 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 1/4 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.

3.8.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 the ENGINEER provides clarification.
2. Drypacking will not be permitted.
3. Manufacturer's 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 Paragraph 3.4 above.

3.9.WATERTIGHTNESS

- #### A. Each water-retaining structure (those which are intended to hold a liquid) shall be filled and tested for leaks by the CONTRACTOR with clean water prior to surface coating or painting. Leaks shall be repaired by the CONTRACTOR. The procedure and manner in which leaks are repaired shall meet the approval of the ENGINEER. All costs associated with the testing and repair of leaks shall be at the expense of the CONTRACTOR. Prior to beginning of the leakage test, the structure shall be filled to the highest working water level and allowed to stand for a period of 24 hours to allow for absorption.
- #### B. Leakage limitations shall be as follows:
1. All water visibly flowing through a concrete wall shall constitute a leak and shall be repaired by pumping and sealing the crack with an NSF-approved for potable water contact material.
 2. Damp areas not exceeding one percent of the total wall wetted area and not having visible seepage shall be conditionally acceptable subject to all said dampness being eliminated by application of the water side surface treatment as may be specified. In the absence of a specified water side surface treatment or where said treatment does not eliminate wall dampness, the water side of the wall shall be prepared in accordance with the manufacturer's instructions and a NSF approved for potable water contact epoxy concrete surface coating applied.
 3. All leakage testing shall be performed prior to backfill.
 4. To check for leakage through the tank bottoms, the fall in surface water level during tank testing shall be measured and shall not exceed 0.5 inch in a 24-hour period, providing allowance for evaporation at a rate approved by the ENGINEER.
 5. Visual leaks, either flowing or damp areas, observed during the filling, absorption, or test periods shall be marked and locations recorded and repaired.

END OF SECTION

SECTION 05 50 00

METAL FABRICATIONS AND MISCELLANEOUS METALS

PART 1 GENERAL

1.1. DESCRIPTION

- A. The types of miscellaneous metal fabrications Work includes, but is not necessarily limited to, the following:
 - 1. Stainless Steel Structural Shapes
 - 2. Aluminum Structural Shapes
- B. Related Sections:
 - 1. Section 03 30 00, Concrete and Grout
 - 2. Section 09 91 00, Painting

1.2. QUALITY ASSURANCE

- A. Reference Standards: Comply with the applicable provisions and recommendations of the following, except as otherwise shown or specified:
 - 1. ASTM A 36, Structural Steel
 - 2. ASTM A 123, Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products
 - 3. ASTM A 153, Zinc Coating (Hot-Dip) on Iron and Steel Hardware
 - 4. ASTM A 240, Chromium and Chromium-Nickel Stainless Steel Plate, Sheet, and Strip for Pressure Vessels and for General Applications
 - 5. ASTM A 320, Alloy-Steel and Stainless Steel Bolting for Low-Temperature Service
 - 6. ASTM B 209, Aluminum and Aluminum-Alloy Sheet and Plate
 - 7. ANSI A14.3, Ladders - Fixed - Safety Requirements
 - 8. AWS D1.1, Structural Welding Code
 - 9. AISI Standards for Stainless Steel
- B. Design Criteria: The size and spacing of expansion bolts, anchor bolts, cast-in-place inserts and similar items shown or specified shall be considered the minimum acceptable size. Final selection of these items shall be based upon the actual design load times a minimum safety factor of four. Where the size and spacing of expansion bolts, anchor bolts, cast-in-place inserts and similar items are not shown or are not specified, CONTRACTOR shall provide such items of sufficient size, length, load carrying capacity and spacing required to carry the design load times a minimum safety factor of four. Provide noncorrosive materials for all such items.
- C. Field Measurement: Take field measurements where required prior to preparation of Shop Drawings and fabrication to ensure proper fitting of the Work.
- D. Shop Assembly: Preassemble items in the shop to the greatest extent possible, so as to minimize field splicing and assembly of units at the project site. Disassemble units only to the extent necessary for shipping and handling limitations. Clearly mark units for reassembly and coordinated installation.

1.3. SHOP DRAWINGS

- A. Submit copies of manufacturer's specifications, load tables, dimension diagrams, anchor details, and installation instructions for products to be used in miscellaneous metal fabrications work.
- B. Indicate profiles, sizes, connection attachments, reinforcing, anchorage, size and type of fasteners, and accessories. Verify field measurements prior to submission of shop drawings to ENGINEER.

PART 2 PRODUCTS

2.1. MATERIALS

- A. Steel Sections: ASTM A36

- B. Stainless Steel Sheet and Plate: ASTM A 240 (stainless steel Type 316 or higher)
- C. Bolts, Nuts and Washers: ASTM A 307, or ASTM A 325
- D. Welding materials: AWS D1.1; type required for materials being welded,
- E. Aluminum
 - 1. Extruded shapes and tubes: ASTM B221
 - 2. Plate and sheet: ASTM B209
 - 3. Bars, rods and wire: ASTM B211
- F. Stainless Steel Fasteners and Fittings: ASTM A320 (stainless steel Type 18-10 or higher)
- G. Zinc Coated Hardware: ASTM A 153
- H. Primer: All steel shall be primed in the shop. Surface preparation and shop priming as specified in Section 09 91 00, Painting

2.2. METAL FABRICATIONS

- A. Miscellaneous Framing and Supports:
 - 1. Provide miscellaneous metal framing, supports and other metal items required which are not a part of the structural steel framework and are required to complete the Work.
 - 2. Fabricate miscellaneous units to the sizes, shapes and profiles shown or, if not shown, of the required dimensions to receive adjacent grating, plates, tanks, doors, or other work to be retained by the framing. Except as otherwise shown, fabricate from structural shapes, plates, and bars, of all welded construction using mitered comers, welded brackets and splice plates and a minimum number of joints for field connection. Cut, drill and tap units to receive hardware and similar items to be anchored to the Work.
- B. Primer Paint: Unless otherwise shown or specified, prepare surfaces and prime steel items as required under Section 09 91 00, Painting, of these Specifications.
- C. Galvanizing: All galvanizing of fabricated steel items to comply with the requirements of ASTM A 123.

PART 3 EXECUTION

3.1. PREPARATION

- A. Obtain ENGINEER approval prior to site cutting or making adjustments not scheduled.
- B. Clean and strip site primed steel items to bare metal where site welding is scheduled.
- C. Make provisions for erection loads with temporary bracing. Keep work in alignment.
- D. Supply items required to be cased into concrete or embedded in masonry with setting templates to appropriate sections.
- E. Surface preparation and painting is required for all ferrous metals, equipment and accessories. Stainless steel shall not be painted.
- F. Galvanizing: All galvanizing of fabricated steel items to comply with the requirements of ASTM A 123.

3.2. FABRICATION

- A. Verify dimensions on site prior to shop fabrication.
- B. Fabricate items with joints tightly fitted and secured.
- C. Fit and shop assemble in largest practical sections for delivery to site.
- D. Grind exposed welds flush and smooth with adjacent finished surface. Ease exposed edges to small uniform radius.
- E. Exposed Mechanical Fastenings: Flush countersunk screws or bolts; unobtrusively located; consistent with design of structure, except where specifically noted otherwise.
- F. Make exposed joints butt tight, flush, and hairline.

- G. Supply components required for anchorage of metal fabrications. Fabricate anchorage and related components of same materials and finish as metal fabrication, except where specifically noted otherwise. Supply sleeves as required for mounting of newel posts in concrete.

3.3. INSTALLATION

- A. Install items plumb and level, accurately fitted, free from distortion or defects.
- B. Perform field welding in accordance with AWS D1.1.
- C. After installation, touch up field welds, scratched or damaged surfaces with primer.

3.4. FINISH

- A. Clean surfaces of rust, scale, grease, and foreign matter prior to finishing.
- B. Do not prime surfaces in direct contact bond with concrete or where field welding is required.
- C. Prime paint all metal fabrications.

END OF SECTION

SECTION 05 52 00 ALUMINUM HANDRAILS AND RAILINGS

PART 1 GENERAL

1.1. DESCRIPTION

- A. Scope: CONTRACTOR shall provide all labor, materials, equipment, and incidentals as shown, specified and required to furnish and install aluminum handrail and railing Work. The Work also includes:
 - 1. Providing openings in and attachments to railings to accommodate the Work under this and other Sections and providing for the handrail and railing all items such as anchor bolts, fasteners, studs and all items required for which provision is not specifically included under other Sections.
 - 2. The extent of each type of aluminum handrail and railing is shown and specified.
 - 3. The location of aluminum handrail and railing Work required is shown on the Contract Drawings.
 - 4. Coating: Manufacturer shall shop primer per Section 09 91 00.
- B. Coordination: Review installation procedures under other Sections and coordinate the Work that must be installed with or attached to the aluminum handrail and railing Work.
- C. Related Sections:
 - 1. Section 05 10 00, Structural Steel.
 - 2. Section 05 50 00, Metal Fabrications and Miscellaneous Metals.
 - 3. Section 09 91 00, Painting.

1.2. QUALITY ASSURANCE

- A. Manufacturer Qualifications:
 - 1. Engage a single firm, with undivided responsibility for performance of the aluminum handrail and railing work.
 - 2. Engage a firm which can show five years previous successful experience in the fabrication and erection of aluminum handrail and railing systems of scope and type similar to the required Work.
 - 3. Provide manufacturer capable of fabricating custom details shown.
- B. Design Criteria
 - 1. Provide adequate expansion within the fabricated system which allows a thermal change of 100° F above installation temperature without warp or bow. Provide 0.1 inch space for each 20 feet of length of rail for each 25°F difference of thermal change specified or use manufacturer's published formulas for determining expansion joint movement and spacing. Limit the exposed width of each expansion joint to 1/4 inch.
 - 2. Provide expansion joint in aluminum handrail and railing system Work where systems cross expansion joints in structure.
 - 3. Aluminum handrail and railing is shown to indicate where handrail and railing is required by ENGINEER.
 - 4. Provide aluminum handrail and railing system Work that conforms to OSHA, Part 1910, including the 200-pound loading requirement. In addition, the system shall conform to the following requirements of ANSI A 1264.1:
 - a. Completed aluminum handrail and railing system Work to withstand a load of 200 pounds applied in any direction at the top of the handrail and railing.
 - b. Intermediate rails to withstand a horizontal load of 50 pounds per linear foot.
 - c. All above loads are not additive.
 - 5. Select systems components and post spacing so that specified applied loads produce no permanent set in the completed aluminum handrail and railing system Work.

6. All railing system posts shall be provided with a reinforcing bar at each post. Select schedule of pipe using alloys, minimum diameter, loadings and maximum post spacing specified in order to limit deflection in each single-span of handrail and railing to 1.5-inches maximum and on railing posts to 1.4-inches maximum and with a safety factor of 1.65:1 for all Work.
 - C. Codes: Comply with the applicable requirements of the IBC 2018.
 - D. Allowable Tolerances:
 1. Limit variation of cast-in-place inserts, sleeves and field-drilled holes to the following:
 - a. Spacing: ffl3/8 inch.
 - b. Alignment: ffl1/4 inch.
 - c. Plumbness: ffl1/8 inch.
 2. Limit variation of completed railing system alignment to 1/4 inch in 12 feet.
 3. Set rails horizontal or parallel to rake of steps or ramp to within 1/4 inch in 12 feet.
 - E. Reference Standards: Comply with applicable provisions and recommendations of the following, except as otherwise shown or specified.
 1. ASTM B 26, Aluminum-Alloy Sand Castings.
 2. ASTM B 117, Standard Practice for Operating Salt Spray (Fog) Apparatus.
 3. ASTM B 136, Standard Method for Measurement of Stain Resistance of Anodic Coatings on Aluminum
 4. ASTM B 137, Standard Test Method of Coating Mass Per Unit Area on Anodically Coated Aluminum
 5. ASTM B 210, Aluminum and Aluminum-Alloy Drawn Seamless Tubes.
 6. ASTM B 221, Aluminum-Alloy Extruded Bars, Rods, Wire, Shapes and Tubes.
 7. ASTM B 241, Aluminum and Aluminum-Alloy Seamless Pipe and Seamless Extruded Tube.
 8. ASTM B 244, Standard Test Method for Measurement of Thickness of Anodic Coatings on Aluminum and of Other Nonconductive Coatings on Nonmagnetic Basis Metals with Eddy-Current Instruments.
 9. ASTM B 247, Aluminum and Aluminum-Alloy Die Forgings, Hand Forgings, and Rolled Ring Forgings.
 10. AWS D10.7, Gas Shielded-Arc Welding of Aluminum and Aluminum-Alloy Pipe.
 11. The Aluminum Association, Aluminum Standards and Data; and Standards for Anodized Architectural Aluminum.
 12. ANSI A1264.1, Safety Requirements for Workplace Walking/Working Surfaces And Their Access; Workplace, Floor, Wall And Roof Openings; Stairs And Guardrail/Handrail Systems.
 13. OSHA 29 CFR 1910.23 - Guarding Floor and Wall Openings and Holes.
 - F. Field Measurements: Take field measurements, where required, prior to preparation of Shop Drawings and fabrication to ensure proper fitting of the Work.
 - G. Shop Assembly: Preassemble items in the shop to the greatest extent possible, so as to minimize field splicing and assembly of units at the project site. Disassemble units only to the extent necessary for shipping and handling limitations. Clearly mark units for reassembly and coordinate installation.
- ### 1.3. SUBMITTALS
- A. Samples: Submit for approval the following, if required by the ENGINEER:
 1. Full size sample of assembled post and rails intersections with all associated components including mounted toeboard and socket, all with specified metal finish, including typical welded or bolted connections, with rails not less than 6-inches long. Samples will be reviewed for finish, color, joinery tolerances, workmanship and general component assembly only. Compliance with all other requirements is the exclusive responsibility of CONTRACTOR.
 - B. Shop Drawings: Submit for approval the following:

1. Shop Drawings for the fabrication and erection of aluminum handrail and railing system Work. Include all plans and elevations identifying the location of all handrail and railing, and details of sections and connections. Show all anchorage items.
 2. Calculations for the complete structural design of the aluminum handrail and railing system Work including calculations showing compliance with design criteria specified.
 3. Manufacturer's complete catalogs, if requested, showing complete selection of standard and custom components and miscellaneous accessories for selection by ENGINEER.
 - C. Certification: Furnish certification by manufacturer that load tests have been performed on the aluminum handrail and railing systems Work and they conform to all applicable OSHA, ANSI and building code requirements for loading and deflections and meet minimum criteria specified herein.
- 1.4. PRODUCT DELIVERY, STORAGE AND HANDLING
- A. Delivery of Materials: Deliver materials to the site in good condition and properly protected against damage to finished surfaces.
 - B. Storage of Materials:
 1. Store all materials in clean, dry location, away from uncured concrete and masonry.
 2. Cover all materials with waterproof paper, tarpaulin or polyethylene sheeting.
 - C. Handling of Materials:
 1. Keep on-site handling to a minimum.
 2. Maintain protective covering on handrails and railings until installation is complete.
- 1.5. JOB CONDITIONS
- A. Protection: Protect field-drilled holes from debris and water intrusion by use of temporary covers or removable foam inserts.

PART 2 PRODUCTS

2.1. MATERIALS

- A. Extruded Aluminum Architectural and Ornamental Shapes: ASTM B 221, Alloy 6063-T52.
- B. Aluminum Forgings: ASTM B 247.
- C. Extruded or Drawn Aluminum Pipe and Tube:
 1. ASTM B 241, Alloy 6063-T5, 6063-T52 or 6063-T832 as required by loadings, deflections and post spacings specified.
 2. Provide all rails and posts with minimum outside diameter of 1.900-inches unless otherwise noted on the Drawings.
- D. Reinforcing Bars: Solid 12-inch long 6061-T6 aluminum reinforcing bars with same outside diameter as inside diameter of post.
- E. Anchors and Fastenings: Aluminum and stainless steel of the type recommended by the manufacturer of the aluminum handrail and railing system.
- F. Castings:
 1. Provide high strength aluminum alloy brackets, flanges and fittings suitable for anodizing as specified.
 2. Aluminum-Alloy Sand Castings: ASTM B 26.
- G. Connector Sleeves: Schedule 40, 5-inches long.
- H. Brackets and Flanges: Provide manufacturer's complete selection of standard and custom brackets and flanges for railing posts and for handrail supports.
- I. Hinges: Provide two self-closing aluminum hinges for each railing system gate shown.
- J. Latches and Stops: Provide one latch and stop with rubber bumper and 1-inch diameter plastic knob for each railing system gate shown.

- K. Chain, Snaps and Eye Bolts: Provide oblong 0.250-inch welded link, Type 316 stainless steel chain weighing 57 pounds per cubic foot, each link 1-1/8-inch by 7/16-inch. Provide stainless steel eyebolts, 1/4-inch stainless steel threaded quick links and heavy-duty swivel snaps with spring loaded latch.
- L. Components and Miscellaneous Accessories: Provide a complete selection of manufacturer's standard and custom aluminum handrail and railing components and miscellaneous accessories.
- M. Adhesive: Epoxy type as recommended by handrail and railing manufacturer.

2.2. FABRICATION AND SHOP ASSEMBLY

- A. Form exposed Work true to line and level with accurate angles, surfaces and straight edges.
- B. Form all change in handrail direction with corner posts unless otherwise shown on the drawings. Form all bent-metal corners to the radius shown without causing grain separation or otherwise impairing the Work.
- C. Remove burrs from all exposed edges.
- D. Form elbow bends and wall returns to uniform radius, free from buckles and twists; with smooth finished surfaces, or use prefabricated bends.
- E. Locate intermediate rails equally spaced between top rail and finished floor unless otherwise noted on the Drawings.
- F. Close aluminum pipe ends by using prefabricated fittings.
- G. Weep Holes:
 - 1. Fabricate joints which will be exposed to the weather so as to exclude water.
 - 2. Provide 15/64 inch diameter weep holes at the lowest possible point on all railing system posts.
 - 3. Provide pressure relief holes at closed ends of handrails and railings.
- H. Toeboards:
 - 1. Provide extruded 6063 alloy aluminum toeboards for railings, unless railing is mounted on curbs or other construction of sufficient height and type to meet the requirements of OSHA 1910.23. Bars or plates are not acceptable.
 - 2. Unless otherwise specified, toeboards shall meet requirements of OSHA Part 1910.23, Section (e).
 - 3. Provide manufacturer's toeboard detail which accommodates movement caused by thermal change specified without warping or bowing toeboards.
- I. Reinforcing Bars: Provide reinforcing bar friction-fitted at all railing system posts.
- J. Mechanically Fitted Component Pipe Handrail and Railing:
 - 1. Use a nonwelded pipe handrail and railing system with posts, top and intermediate rail(s) and flush joints.
 - 2. Provide a top and one intermediate horizontal rail, equally spaced unless otherwise shown on the drawings.
 - 3. Fasteners used for side mounting fascia flanges where shown or specified may be exposed in the Work. Provide internal threaded tubular aluminum rivets, stainless steel through bolts with lock nuts, stainless steel sheet metal screws with lock washers and epoxy adhesive for fastening all components of the Work.
- K. Space post 5 foot-0 inches maximum on centers, based on loading and deflection criteria specified except where details show dimensions or required locations for posts.

2.3. ALUMINUM COATINGS

- A. General:
 - 1. Prepare surfaces for finishing in accordance with recommendations of the aluminum producer and the finisher or processor.
 - 2. Adjust and control the direction of mechanical finishes specified to achieve the best overall visual effect-in the Work.

3. Color and Texture Tolerance: ENGINEER reserves the right to reject aluminum materials because of color or texture variations, which are visually objectionable, but only where the variation exceeds the range of variations established by the manufacturer prior to the Work, by means of range samples which have been accepted by ENGINEER.
4. Anodize all aluminum components of the work.
- B. Exposed Aluminum Anodic Coating: Provide anodic coatings as specified which do not depend on dyes or impregnation processes to obtain color. Apply architectural Class I coatings using only the alloy and electrolyte to obtain specified colors. Comply with the following:
 1. Chemically finish aluminum by etching to a medium matte finish, Aluminum Association Designation - C22.
 2. Desmut by bathing the aluminum in either nitric acid solution or as recommended by the coating applicator.
 3. Clean and rinse between steps as recommended by the aluminum manufacturer.
 4. Provide architectural Class I high density anodic coating, Aluminum Association Designation A41, for clear coatings.
 5. Coating Thickness, ASTM B 244: Minimum of 0.7 mils thick.
 6. Coating Weight, ASTM B 137: Minimum of 28 mg/sq. in.
 7. Resistance to Staining, ASTM B 136: No stain after 5 minutes dye solution exposure.
 8. Salt Spray, ASTM B 117: 30,000 hours exposure with no corrosion or shade change.

PART 3 EXECUTION

3.1. INSPECTION

- A. CONTRACTOR and his installer shall examine the substrate and conditions under which the aluminum handrail and railing system Work is to be performed and notify ENGINEER in writing of unsatisfactory tolerances which exceed specified limits and other conditions detrimental to proper and timely completion of the Work. Do not proceed with installation until unsatisfactory conditions have been corrected in a manner acceptable to ENGINEER.

3.2. INSTALLATION

- A. Fastening to In-Place Construction:
 1. Adjust aluminum handrail and railing system Work prior to securing in place, to ensure proper matching at butting joints and correct alignment throughout their length. Plumb posts in each direction. Secure posts and rail ends to building construction as follows:
 - a. Anchor posts in concrete by means of sockets and side mounted fascia flange brackets, set and anchored into the concrete floor slabs and sides of concrete walls and raised walkways. Provide closure secured to the bottom of the sleeve. Before installing posts remove all debris and water from sleeves. Verify that reinforcing bars have been inserted into posts before installation. Do not install posts without reinforcing bar.
 - b. Anchor posts to stair stringers with stringer or support flanges, angle type or floor type as required by conditions, shop connected to posts and bolted to the supporting members. Flanges shall be as recommended by manufacturer. Verify that reinforcing bars have been inserted into posts before installation. Do not install posts without reinforcing bar.
 - c. Provide removable railing sections where shown. Removable railing posts shall be provided with friction fitted reinforcing bar in each post. Provide sockets with socket covers for all removable posts. Accurately locate sleeves to match post spacings.
 2. Use devices and fasteners recommended by the aluminum handrail and railing manufacturer.
- B. Cutting, Fitting and Placement:
 1. Perform cutting, drilling and fitting required for installation. Set the Work accurately in location, alignment and elevation, plumb, level, true and free of rack, measured from established lines and levels.

2. Fit exposed connections accurately together to form tight hairline joints. Do not cut or abrade the surfaces of units which have been finished after fabrication, and are intended for field connections.
 3. Permanent field splice connections shall be made using manufacturer's recommended epoxy adhesive and 5-inch minimum length connector sleeves. Tight press-fit all field splice connectors and install in accordance with manufacturer's written instructions. Follow epoxy manufacturer's recommendations for requirements of installation and conditions of use.
 4. Make all splices as near as possible to posts but not exceeding 6 inches from nearest post.
 5. Space posts 5 foot-0 inch maximum on centers, based on loading and deflection criteria specified spacing except where details show dimensions or required locations for posts. Where details show post location requirements at or near end of runs, uniformly space intermediate posts as required to meet loading and deflection criteria specified but not greater than maximum spacing specified.
 6. Provide hinged railing sections as shown. Provide hinges and latch for connection to adjacent railing.
 7. Provide chain sections as shown. Provide one chain length with fastening accessories for top and each intermediate railing.
 8. Secure handrails to walls with wall brackets and end fittings as shown. Locate brackets as shown or, if not shown, at not more than 5 feet on centers.
 9. Secure wall brackets to building construction as follows:
 - a. For concrete and solid masonry anchorage, use bolt anchor expansion shields and lag bolts.
 - b. For hollow masonry anchorage, use toggle bolts having square heads.
 10. Securely fasten toeboards in place with not more than 1/4 inch clearance above floor level.
 11. Drill one 15/64 inch diameter weep hole not more than 1/4 inch above the top of location of solid reinforcing bar or tube in each post.
- C. Expansion Joints:
1. Provide slip joint with internal sleeve extending 2 inches minimum beyond joint on each side.
 2. Construct expansion joints as for field splices except fasten internal sleeve securely to one side of rail only.
 3. Locate joints within 6 inches of posts.
 4. Submit locations and details of all expansion joints to ENGINEER.
- D. Protection from Dissimilar Materials:
1. Coat all surfaces of aluminum in contact with dissimilar materials such as concrete, masonry and steel as specified in Section 09 91 00, Painting or use neoprene gasket.
 2. Remove coating where exposed in the finished Work.
- 3.3. CLEANING AND REPAIRING
- A. Remove protective plastic as recommended by manufacturer immediately after installation.
 - B. Remove all stains, dirt, grease, or other substances by washing railings thoroughly using clean water and soap; rinse with clean water.
 - C. Do not use acid solution, steel wool or other harsh abrasives. If stain remains after washing, remove defective sections and replace with new material meeting the requirements of this Section.
 - D. Remove all damaged or otherwise defective Work and replace with material that meets specification requirements.

END OF SECTION

SECTION 07 52 00 MODIFIED BITUMINOUS MEMBRANE ROOFING

PART 1 GENERAL

1.1. REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

AMERICAN SOCIETY OF CIVIL ENGINEERS (ASCE)

ASCE 7-16 (2017; Errata 2018; Supp 1 2018) Minimum Design Loads and Associated Criteria for Buildings and Other Structures

AMERICAN SOCIETY OF SAFETY PROFESSIONALS (ASSP)

ASSP A10.24 (2014) Roofing - Safety Requirements of Low-Sloped Roofs

ASPHALT ROOFING MANUFACTURER'S ASSOCIATION (ARMA)

ARMA 410BUR88 (2001) Manual of Roof Maintenance and Repair

ARMA PMBRG98 (1998) Quality Control Guideline for the Application of Polymer Modified Bitumen Roofing

ASTM INTERNATIONAL (ASTM)

ASTM C552 (2017; E 2018) Standard Specification for Cellular Glass Thermal Insulation

ASTM C1289 (2019) Standard Specification for Faced Rigid Cellular Polyisocyanurate Thermal Insulation Board

ASTM D41/D41M (2011; R 2016) Standard Specification for Asphalt Primer Used in Roofing, Dampproofing, and Waterproofing

ASTM D312/D312M (2016a) Standard Specification for Asphalt Used in Roofing

ASTM D1668/D1668M (1997a; R 2014; E 2014) Glass Fabrics (Woven and Treated) for Roofing and Waterproofing

ASTM D1970/D1970M (2019) Standard Specification for Self-Adhering Polymer Modified Bituminous Sheet Materials Used as Steep Roofing Underlayment for Ice Dam Protection

ASTM D4263 (1983; R 2018) Standard Test Method for Indicating Moisture in Concrete by the Plastic Sheet Method

ASTM D4586/D4586M (2007; E 2012; R 2012) Asphalt Roof Cement, Asbestos-Free

ASTM D4601/D4601M (2004; R 2020) Standard Specification for Asphalt-Coated Glass Fiber Base Sheet Used in Roofing

ASTM D4637/D4637M (2015) EPDM Sheet Used in Single-Ply Roof Membrane

ASTM D5147/D5147M (2014) Standard Test Methods for Sampling and Testing Modified Bituminous Sheet Material

ASTM D6162/D6162M (2016) Standard Specification for Styrene Butadiene Styrene (SBS) Modified Bituminous Sheet Materials Using a Combination of Polyester and Glass Fiber Reinforcements

ASTM E108	(2020a) Standard Test Methods for Fire Tests of Roof Coverings
FM GLOBAL (FM)	
FM 4470	(2010) Single-Ply, Polymer-Modified Bitumen Sheet, Built-up Roof (BUR), and Liquid Applied Roof Assemblies for Use in Class 1 and Noncombustible Roof Deck Construction
FM APP GUIDE	(updated on-line) Approval Guide http://www.approvalguide.com/
INTERNATIONAL SAFETY EQUIPMENT ASSOCIATION (ISEA)	
ANSI/ISEA Z87.1	(2020) Occupational and Educational Personal Eye and Face Protection Devices
MIDWEST ROOFING CONTRACTORS ASSOCIATION (MRCA)	
CERTA	(2007) NRCA/MRCA Certified Roofing Torch Applicator Program
NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)	
NFPA 58	(2020) Liquefied Petroleum Gas Code
NFPA 241	(2019) Standard for Safeguarding Construction, Alteration, and Demolition Operations
NATIONAL ROOFING CONTRACTORS ASSOCIATION (NRCA)	
NRCA C3701	(1997) Repair Manual for Low Slope Membrane Roof Systems
NRCA CONDET	(2014) Construction Details Manual
NRCA RoofMan	(2020) The NRCA Roofing Manual
SHEET METAL AND AIR CONDITIONING CONTRACTORS' NATIONAL ASSOCIATION (SMACNA)	
SMACNA 1793	(2012) Architectural Sheet Metal Manual, 7th Edition
SINGLE PLY ROOFING INDUSTRY (SPRI)	
ANSI/SPRI/FM 4435/ES-1	(2017) Test Standard for Edge Systems Used with Low Slope Roofing Systems
U.S. NATIONAL ARCHIVES AND RECORDS ADMINISTRATION (NARA)	
29 CFR 1910	Occupational Safety and Health Standards
29 CFR 1910.12	Construction Work
29 CFR 1926	Safety and Health Regulations for Construction
29 CFR 1926.16	Rules of Construction
UNDERWRITERS LABORATORIES (UL)	
UL 790	(2004; Reprint Jul 2014) Standard Test Methods for Fire Tests of Roof Coverings
UL RMSD	(2012) Roofing Materials and Systems Directory

1.2. DESCRIPTION OF ROOF MEMBRANE SYSTEM

- A. Minimum two-ply SBS modified bitumen roof membrane consisting of modified bitumen base sheet and cap sheet. Modified bitumen roof membrane must be set in hot asphalt.
- B. All work must follow the NRCA RoofMan guidelines and standards stated within this Section.

1.3. SUBMITTALS

A. Submit the following in accordance with Section 01 33 00 SUBMITTAL PROCEDURES:

1. Shop Drawings

- a. Roof Plan. Drawing depicting wind loads and boundaries of enhanced perimeter and corner attachments of roof system components, as applicable
- b. Field Inspection and Existing Conditions Report. Identify all fire safety issues including exposed or concealed combustible materials, which may require additional protection during roof installation.

2. Product Data

- a. Modified Bitumen Sheets
- b. Asphalt
- c. Cold-Applied Membrane Adhesive
- d. Primer
- e. Modified Bitumen Roof Cement
- f. Fasteners and Plates
- g. Sample Warranty certificate
- h. Submit all data required by Section 07 22 00 ROOF AND DECK INSULATION, together with requirements of this section. Include in data written acceptance by the roof membrane manufacturer of the products and accessories provided. Provide products as listed in the applicable wind uplift and fire rating classification listings, unless approved otherwise by the ENGINEER.

3. Design Data

- a. Wind Uplift Calculations; G

4. Certificates

- a. Provide evidence that products used within this specification are manufactured in the United States.
- b. Qualification of Manufacturer. Certify that the manufacturer of the modified bitumen membrane meets requirements specified under paragraph QUALIFICATION OF MANUFACTURER.
- c. Qualification of Applicator. Certify that the applicator meets requirements specified under paragraph QUALIFICATION OF APPLICATOR.
- d. Qualification of ENGINEER of Record. Certify that the ENGINEER of Record is fully qualified, competent, and currently licensed to practice in the project jurisdiction.
- e. Wind Uplift Resistance classification, as applicable
- f. Fire Resistance classification. Submit the roof system assembly fire rating classification listings.

5. Manufacturer's Instructions

- a. Modified Bitumen Membrane Application
- b. Flashing
- c. Primer
- d. Fasteners
- e. Ventilating Base Sheets
- f. Cold Weather Installation. Include detailed application instructions and standard manufacturer drawings altered as required by these specifications. Explicitly identify in writing, differences between manufacturer's instructions and the specified requirements.

6. Closeout Submittals

- a. Warranty

- b. Information Card
- c. Instructions To Contractor Personnel
- d. Include copies of Safety Data Sheets for maintenance/repair materials.
- e. Submit 20 year "No-Dollar-Limit" warranty for labor and materials.

1.4. QUALITY ASSURANCE

- A. Qualification of Manufacturer.
 - 1. Modified bitumen sheet roofing system manufacturer must have a minimum of 5 years experience in manufacturing modified bitumen roofing products.
- B. Qualification of Applicator.
 - 1. Roofing system applicator must be approved, authorized, or licensed in writing by the modified bitumen sheet roofing system manufacturer and have a minimum of five years experience as an approved, authorized, or licensed applicator with that manufacturer and be approved at a level capable of providing the specified warranty. The applicator must supply the names, locations and client contact information of five projects of similar size and scope that the applicator has constructed using the manufacturer's roofing products submitted for this project within the previous three years.
- C. Qualification of Torch Operator
 - 1. Torch applicators must be CERTA certified to operate torch equipment and must maintain and carry a valid Certified Roofing Torch Applicator (CERTA) card.
- D. Qualifications of Photovoltaics (PV) Rooftop Applicator
 - 1. The PV rooftop applicator must be approved, authorized, or certified by a Roof Integrated Solar Energy (RISE) Certified Solar Roofing Professional (CSRP), and comply with applicable codes, standards, and regulatory requirements to maintain the weatherproofing abilities of both the integrated roof system and photovoltaic system.
- E. Qualification of ENGINEER of Record
 - 1. ENGINEER of Record must be currently licensed within the jurisdiction of the project.
- F. Fire Resistance
 - 1. Complete roof covering assembly must:
 - a. Be Class A rated in accordance with ASTM E108, FM 4470, or UL 790; and
 - b. Be listed as part of Fire-Classified roof deck construction in UL RMSD, or Class I roof deck construction in FM APP GUIDE.
 - 2. FM or UL approved components of the roof covering assembly must bear the appropriate FM or UL label.
- G. Wind Uplift Resistance
 - 1. Provide a complete roof system assembly that is rated and installed to resist wind loads calculated in accordance with ASCE 7-16 and validated by uplift resistance testing in accordance with Factory Mutual (FM) test procedures. Do not install non-rated systems, except as approved by the ENGINEER. Submit licensed engineer's Wind uplift calculations and substantiating data to validate any non-rated roof system. Base wind uplift measurements on a design wind speed of 120 mph in accordance with ASCE 7-16 and other applicable building code requirements.
- H. Preroofing Conference
 - 1. After approval of submittals and before performing roofing and insulation system installation work, hold a preroofing conference to review the following:
 - a. Drawings, including Roof Plan, specifications and submittals related to the roof work
 - b. Roof system components installation
 - c. Procedure for the roof manufacturer's technical representative's onsite inspection and acceptance of the roof structure, and roofing substrate, the name of the manufacturer's

- technical representatives, the frequency of the onsite visits, distribution of copies of the inspection reports from the manufacturer's technical representatives to roof manufacturer
- d. Contractor's plan for coordination of the work of the various trades involved in providing the roofing system and other components secured to the roofing
 - e. Quality control, (ARMA PMBRG98) plan for the roof system installation
 - f. Field inspection and existing conditions report identifying all fire safety issues including exposed or concealed combustible materials, which may require additional protection during roof installation
 - g. Safety requirements
2. Coordinate prerooting conference scheduling with the ENGINEER. The conference must be attended by the Contractor, the ENGINEER's designated personnel, and personnel directly responsible for the installation of roofing and insulation, flashing and sheet metal work, other trades interfacing with the roof work, designated safety personnel trained to enforce and comply with ASSP A10.24, and a representative of the roofing materials manufacturer. Before beginning roofing work, provide a copy of meeting notes and action items to all attending parties. Note action items requiring resolution prior to start of roof work.
- ### 1.5. DELIVERY, STORAGE, AND HANDLING
- A. Delivery
 1. Deliver materials in manufacturers' original unopened containers and rolls with labels intact and legible. Mark and remove wet or damaged materials from the site. Where materials are covered by a referenced specification, the container must bear the specification number, type, and class, as applicable. Deliver materials in sufficient quantity to allow work to proceed without interruption.
 - B. Storage
 1. Protect materials against moisture absorption and contamination or other damage. Avoid crushing or crinkling of roll materials. Store roll materials on end on clean raised platforms or pallets one level high in dry locations with adequate ventilation, such as an enclosed building or closed trailer. Do not store roll materials in buildings under construction until concrete, mortar, and plaster work is finished and dry. Maintain roll materials at temperatures above 50 degrees F for 24 hours immediately before application. Do not store materials outdoors unless approved by the ENGINEER. Completely cover felts stored outdoors, on and off roof, with waterproof canvas protective covering. Do not use polyethylene sheet as a covering. Tie covering securely to pallets to make completely weatherproof. Provide sufficient ventilation to prevent condensation. Do not store more materials on roof than can be installed the same day and remove unused materials at end of each days work. Distribute materials temporarily stored on roof to stay within live load limits of the roof construction.
 2. Maintain a minimum distance of 35 foot for all stored flammable materials, including materials covered with shrink wraps, craft paper or tarps from all torch/welding applications.
 3. Immediately remove wet, contaminated or otherwise damaged or unsuitable materials from the site. Damaged materials may be marked by the ENGINEER.
 - C. Handling
 1. Prevent damage to edges and ends of roll materials. Do not install damaged materials in the work. Select and operate material handling equipment to prevent damage to materials or applied roofing.
- ### 1.6. ENVIRONMENTAL REQUIREMENTS
1. Do not install roofing system when air temperature is below 40 degrees F, during any form of precipitation, including fog, or when there is ice, frost, moisture, or any other visible dampness on the roof deck. Follow manufacturer's printed instructions for Cold Weather Installation.

1.7. HOT-MOPPED ASPHALT APPLIED MODIFIED BITUMEN MEMBRANE SAFETY

A. Property Protection

1. Take all precautions necessary to prevent ignition of combustible materials during hot-mopped asphalt application of roofing. Immediately call the fire department if a fire commences. Review all fire safety procedures as outlined at the pre-roofing conference.
2. Install materials using the techniques recommended by CERTA NRCA/MRCA Certified Roofing Torch Applicator Program available from the National Roofing Contractors Association (NRCA) and the Midwest Roofing Contractors Association (MRCA) as endorsed by the Asphalt Roofing Manufacturers Association (ARMA) and the United Union of Roofers, Waterproofers and Allied Workers. Application procedures must comply with NFPA 241, OSHA 29 CFR 1910 and 29 CFR 1910.12, 29 CFR 1926.16, 29 CFR 1926 Subpart F.
3. Do not store flammable liquids on the roof.
4. Provide a minimum of two 2.65 gallon containers of water and two fully charged minimum fire extinguishers in separate, easily accessible locations on the roof and within 30 foot of each hot-mopped kettle at all times.
5. No Asphalt Kettles are allowed on roofs. Locate kettles and supply LP-Gas Cylinders safely and secured per NFPA 241 outside of the building's perimeter a minimum of 20 foot from the structure and any combustible materials.
6. Maintain a minimum separation of 20 foot between LP-Gas Cylinders and kettle. Provide protective fire-retardant blanket barrier or shield between any building structure to a minimum height of 8 foot and a clear surround distance of 4 foot if operations force placement of kettle within a distance of 20 foot. Do not obstruct or place kettles or Cylinder storage within 10 foot of exits, means of egress, gates, roadways, entrances. Locate kettles downwind and away from any building air intakes.
7. Provide a minimum of two portable fully charged 20 pound CO2
8. fire extinguishers no closer than 5 foot and no further than 25 foot of horizontal travel distance from each kettle at all times while kettle is in operation, in easily accessible and identifiable locations. Also provide a minimum of one multipurpose 2-A:20-B:C portable fire extinguisher on the roof being covered or repaired.
9. Comply with the following safety procedures:
 - a. Fuel containers, burners, and related appurtenances of roofing equipment in which liquefied petroleum gas is used for heating must comply with the requirements of NFPA 58.
 - b. Fuel containers having capacities greater than one pound must be located a minimum of 10 foot clear distance from the burner flame.
 - c. Clearly label all LP-Gas Cylinders as "Flammable Gas", and secure to prevent accidental tip-over.
 - d. Check all pressure regulators and hoses prior to use for proper functioning and integrity.
 - e. Turn off fuel supply at LP Gas Cylinder when kettle is not in use.
 - f. Equip all kettles with a functioning temperature measuring device to ensure no heating in excess of 50 degrees F below the flash point.
 - g. Provide covers, lid, or top which are close fitting, constructed of minimum No.14 manufacturer's gauge steel, and can be gravity closed on all kettles.
 - h. Clean all roofing mops and rags free of excess asphalt and store safely away from all combustible materials. Store discarded roofing mops and rags in a non-combustible container and remove from site each day.
 - i. Position all pump lines handling hot asphalt securely and equip all pump lines with a shut-off valve on each with a coupler which may be opened when lines are full. Do not subject pump lines to pressures in excess of safe and recommended NRCA and ARMA working pressures.

Station an operator near the equipment to cut off flow and care for other emergencies while conducting heating, pumping and application operations.

- j. Asphalt bucket used by roofers or workers in similar trades must be constructed of minimum No. 24 gauge or heavier sheet steel and have a metal bail of no less than 1/4 inch diameter material. The bail is to be fastened to offset ears or equivalent which have been riveted, welded, or otherwise safely and securely attached to the bucket. Soldered bail sockets are prohibited. Position workers and other employees to avoid being struck by bucket or other roofing materials, which may accidentally fall while being hoisted, lowered, or used in the roofing operation. Provide safety barriers and caution signs at all skylights or other roof holes.
 - k. Do not use flammable liquids with a flash point below 100 degrees F (gasoline and similar products) for cleaning purposes.
- 10. Do not use solid fuel or Class I liquids as fuel for roofing asphalt kettles. Provide a minimum of one employee fully knowledgeable of kettle operations and hazards to maintain constant surveillance during kettle operation within a minimum distance of 25 foot of the kettle.
 - 11. Check all fire extinguishers prior to commencement of work, and upon completion of the day's work, to ensure fullness and operability.
 - 12. Project supervisor must make daily inspections with the facility manager of all conditions and operations which could present hazards during hot-mopped applications and issue directives to address all such concerns and items of the work and existing conditions.
 - 13. Identify and protect all combustible roof components, possible fire traps, and hidden hazards. Seal off voids or openings in the substrate with non-combustible materials prior to installing hot-mopped applied materials in the area. Install protective fire-retardant blankets and shields at building walls, eaves, parapets and equipment's curbs constructed of combustible materials within 3 foot radius of the area of hot-mopped kettle prior to commencement of the work.
 - 14. When working around intakes and openings, temporarily disconnect and block to prevent fumes from kettle from being drawn into the opening.
- B. Fire Watch
- 1. All personnel on the roof during hot-mopped application must be properly trained to use a fire extinguisher. Provide a fire watch for a minimum of 30 minutes after completion of hot-mopped kettle operations at the end of each work shift. Maintain the fire watch for additional time required to ensure no potential ignition conditions exist.
 - 2. Do not torch in areas of poor or no visibility (curbs, corners, eaves, expansions joints, flashing, other voids and small penetrations) which could allow a torch flame to ignite combustible material(s) hidden from view or within the underside of the roof deck or building interior. Use cold finish applications in these areas whenever possible and per manufacturer's printed instructions, NRCA 4002, MRCA R&NW manual for "cold adhered" materials.
 - 3. Do not leave the rooftop unattended during breaks in work during a work shift. Walk and scan all areas of application checking for hot spots, fumes, or smoldering, especially at wall and curb areas, prior to departure at the end of each work shift. Ensure any and all suspect conditions are eliminated prior to leaving the site each work shift.
- C. Open Flame Application (Torch) Equipment and Personnel Safety
- 1. Only NRCA/MRCA CERTA certified roofing applicators are allowed to operate any torching equipment. Verify that all such applicators maintain and are currently carrying a valid Certified Roofing Torch Applicator (CERTA) card.
 - 2. Train all crew members in preventive measures for indirect and direct dangers and hazards associated with roofing work, which include, but are not limited to the following:
 - a. Heat Stress: Wear light colored clothing, a hat for ultra-violet protection, and other eye protective devices. Drink sufficient quantities of non-alcoholic, non-caffeine liquids. Stage shifts for crew members to allow for breaks from heat and sun exposure without interfering with work progress.

- b. First Aid for Burns: Immediately call for an ambulance. Contact local Occupational Health Services (OHS).
- 3. All crew members must wear correct personal protective equipment (PPE), including, but not limited to the following items:
 - a. Long-sleeved shirts buttoned at the collar and cuffs, made of non-flammable materials. Polyester materials are not allowed.
 - b. Work boots covering ankles with rubber or composite soles.
 - c. Long pants without cuffs to extend over the top of the work boots, be made of non-flammable materials. No polyester allowed.
 - d. Heavy leather gloves and flame-retardant gauntlets which must be worn during all handling of a torch, whether operating or not.
 - e. OSHA and ANSI/ISEA Z87.1 approved face shields, goggles or safety glasses to be worn during torching and any other applicable roofing functions.
 - f. OSHA and ANSI approved hard hats.
- D. Wind Conditions
 - 1. Use side shields with all torching operations when winds are occurring to prevent flame distortion of end burners. Use torch machine equipment with bottom shield plate to prevent flame spread on to roof deck and substrate. When high wind gusts are present, notify the safety officer and cease all use of torching equipment until wind conditions lower and authorization from the safety officer to proceed is received.

1.8. SEQUENCING

- 1. Coordinate the work with other trades to ensure that components which are to be secured to or stripped into the roofing system are available and that permanent flashing and counter flashing, per NRCA CONDET, and are installed as the work progresses. Ensure temporary protection measures are in place to preclude moisture intrusion or damage to installed materials. Apply roofing immediately following application of insulation as a continuous operation. Coordinate roofing operations with insulation work so that all roof insulation applied each day is covered with roof membrane installation the same day.

1.9. WARRANTY

- A. Provide roof system material and workmanship warranties meeting specified requirements. Provide revision or amendment to standard membrane manufacturer warranty as required to comply with the specified requirements. Provide a manufacturer's warranty that has no dollar limit, covers full system water-tightness, and has a minimum duration of 20 years.
- B. Roof Membrane Manufacturer Warranty
 - 1. Furnish the roof membrane manufacturer's 20-year no dollar limit roof system materials and installation workmanship warranty, including flashing, insulation in compliance with ASTM C1289, and accessories necessary for a watertight roof system construction. Provide warranty directly to the OWNER and commence warranty effective date at time of OWNER's acceptance of the roof work. The warranty must state that:
 - a. If within the warranty period the roof system, as installed for its intended use in the normal climatic and environmental conditions of the facility, becomes non-watertight, shows evidence of moisture intrusion within the assembly, blisters, splits, tears, delaminates, separates at the seams, or shows evidence of excessive weathering due to defective materials or installation workmanship, the repair or replacement of the defective and damaged materials of the roof system assembly and correction of defective workmanship are the responsibility of the roof membrane manufacturer. All costs associated with the repair or replacement work are the responsibility of the roof membrane manufacturer.
 - b. When the manufacturer or his approved applicator fail to perform the repairs within 72 hours of notification, emergency temporary repairs performed by others does not void the warranty.

- c. Upon completion of installation, and acceptance by the Project ENGINEER and Roofing System ENGINEER of Record, the manufacturer must supply the appropriate warranty to the OWNER.
 - d. Installer must submit a minimum two-year warranty to the membrane manufacturer from the date of acceptance, with a copy to the Project ENGINEER and Roofing System ENGINEER of Record.
- C. Roofing System Installer Warranty
- 1. The roof system installer must warrant for a period of two years that the roof system, as installed, is free from defects in installation workmanship, to include the roof membrane, flashing, insulation, accessories, attachments, and sheet metal installation integral to a complete watertight roof system assembly. Write the warranty directly to the OWNER. The roof system installer is responsible for correction of defective workmanship and replacement of damaged or affected materials. The roof system installer is responsible for all costs associated with the repair or replacement work.
- D. Continuance of Warranty
- 1. Repair or replacement work, ARMA 410BUR88, NRCA C3701 that becomes necessary within the warranty period and accomplished in a manner so as to restore the integrity of the roof system assembly and validity of the roof membrane manufacturer warranty for the remainder of the manufacturer warranty period.
- 1.10. CONFORMANCE AND COMPATIBILITY
- A. Provide the entire roofing and flashing system in accordance with specified and indicated requirements, including fire and wind resistance (ANSI/SPRI/FM 4435/ES-1) requirements. Work not specifically addressed and any deviation from specified requirements must be in general accordance with recommendations of the NRCA Roofing and Waterproofing Manual, membrane manufacturer published recommendations and details, and compatible with surrounding components and construction. Submit any deviation from specified or indicated requirements to the ENGINEER for approval prior to installation.
- 1.11. ELIMINATION, PREVENTION OF FALL HAZARDS
- A. Fall Protection

PART 2 PRODUCTS

2.1. MATERIALS

- A. Coordinate with other specification sections related to the roof work. Furnish a combination of specified materials that comprise a roof system acceptable to the roof membrane manufacturer and meeting specified requirements. Protect materials provided from defects and make suitable for the service and climatic conditions of the installation.
- B. Energy Performance
 - 1. Install a roof system that meets an overall performance as specified on the drawings or by insulation specified in other sections.

2.2. MODIFIED BITUMEN SHEETS AND FIBERGLASS FELT MATERIALS

- A. Furnish a combination of specified materials that comprise the modified bitumen manufacturer's standard system of the number and type of plies specified. Provide materials suitable for the service and climatic conditions of the installation. Modified bitumen sheets must be watertight and visually free of pinholes, particles of foreign matter, non-dispersed raw material, factory splices, or other conditions that might affect serviceability. Polymer modifier must comply with ARMA PMBRG98 and be uniformly dispersed throughout the sheet. Edges of sheet must be straight and flat.
 - 1. Fiberglass Felt Base Sheet: ASTM D4601/D4601M, ASTM D1668/D1668M Type II, without perforations and as approved by the modified bitumen roof membrane manufacturer.

2. SBS Base Sheet: ASTM D6162/D6162M, Type II, Grade S, minimum 80 mils thick.

3. SBS Cap Sheet: ASTM D6162/D6162M; Type II, Grade G, minimum 145 mils thick, and as required to provide specified fire safety rating.

2.3. BASE FLASHING MEMBRANE

- A. Membrane manufacturer's standard, minimum two-ply modified bitumen membrane flashing system compatible with the roof membrane specified and as recommended in membrane manufacturer's published literature. Provide flashing membranes that meet or exceed the properties of the material standards specified for the modified bitumen base and cap sheet, except that flashing membrane thickness must be as recommended by the membrane manufacturer.

2.4. ASPHALT

- A. ASTM D312/D312M, Type III or IV, in accordance with modified bitumen membrane manufacturer requirements and compatible with the slope conditions of the installation.

2.5. PRIMER

- A. ASTM D41/D41M, or other primer compatible with the application and as approved in writing by the modified bitumen membrane manufacturer.

2.6. MODIFIED BITUMEN ROOF CEMENT

- A. ASTM D4586/D4586M, Type II for vertical surfaces, Type I for horizontal surfaces, compatible with the modified bitumen roof membrane and as recommended by the modified bitumen membrane manufacturer.

2.7. CANT AND TAPERED EDGE STRIPS

- A. Provide standard cants and tapered edge strips of the same material as the roof insulation treated with bituminous impregnation, sizing, or waxing and fabricated to provide maximum 45 degree change in direction of membrane. Cant strips must be minimum 1-1/2 inch thick and provide for minimum 5 inch face and 3-1/2 inch vertical height when installed at 45 degree face angle, except where clearance restricts height to lesser dimension. Taper edge strips at a rate of one to 1-1/2 inch per foot to a minimum of 1/8 inch of thickness. Provide kiln-dried preservative-treated wood cants, in compliance with requirements of Section 06 10 00 ROUGH CARPENTRY at base of wood nailers set on edge and wood curbing and where otherwise indicated.

2.8. FASTENERS AND PLATES

- A. Provide coated, corrosion-resistant fasteners as recommended by the modified bitumen sheet manufacturer's printed instructions and meeting the requirements of FM 4470 and FM APP GUIDE for Class I roof deck construction and the wind uplift resistance specified. For fastening of membrane or felts to wood materials, provide fasteners driven through 1 inch diameter metal discs, or one piece composite fasteners with heads not less than 1 inch in diameter or 1 inch square with rounded or 45 degree tapered corners.
- B. Masonry or Concrete Walls and Vertical Surfaces
Use hardened steel nails or screws with flat heads, diamond shaped points, and mechanically deformed shanks not less than 1 inch long for securing felts, modified bitumen sheets, metal items, and accessories to masonry or concrete walls and vertical surfaces. Use power-driven fasteners only when approved in writing by the ENGINEER.
- C. Metal Plates
Provide flat corrosion-resistant round stress plates as recommended by the modified bitumen sheet manufacturer's printed instructions and meeting the requirements of FM 4470; not less than 2 inch in diameter. Form discs to prevent dishing or cupping.

2.9. ROOF INSULATION BELOW MODIFIED BITUMEN MEMBRANE SYSTEM

- A. Provide insulation compatible with the roof membrane, approved by the membrane manufacturer and meeting all the requirements of ASTM C552 as specified in Section 07 22 00 ROOF AND DECK INSULATION.

2.10. MEMBRANE LINER

- A. Provide self-adhering modified bitumen underlayment conforming to ASTM D1970/D1970M, EPDM membrane liner conforming to ASTM D4637/D4637M, or other waterproof membrane liner material as approved by the ENGINEER.

2.11. PHOTOVOLTAIC (PV) SYSTEMS - RACK MOUNTED SYSTEMS

- A. Adhere to the following guidelines:
 - 1. Building OWNERS Guide to Roof-mounted PV Systems, published by NRCA.
 - 2. Guidelines for Roof-Mounted PV Systems, published by NRCA.

PART 3 EXECUTION

3.1. EXAMINATION

- A. Ensure that the following conditions exist prior to application of the roofing materials:
 - 1. Do not install items that show visual evidence of biological growth.
 - 2. Drains, curbs, cants, control joints, expansion joints, perimeter walls, roof penetrating components, and equipment supports are in place.
 - 3. Surfaces are rigid, clean, dry, smooth, and free from cracks, holes, and sharp changes in elevation. Joints in the substrate are sealed to prevent dripping of bitumen into building or down exterior walls.
 - 4. The plane of the substrate does not vary more than 1/4 inch within an area 10 by 10 foot when checked with a 10 foot straight edge placed anywhere on the substrate.
 - 5. Substrate is sloped as indicated to provide positive drainage.
 - 6. Walls and vertical surfaces are constructed to receive counter flashing, and will permit mechanical fastening of the base flashing materials.
 - 7. Treated wood nailers are in place on non-nailable surfaces, to permit nailing of base flashing at minimum height of 8 inch above finished roofing surface.
 - 8. Protect all combustible materials and surfaces which may contain concealed combustible or flammable materials. All fire extinguishing equipment has been placed as specified.
 - 9. Verify all Fire Watch personnel assignments.
 - 10. Treated wood nailers are fastened in place at eaves, gable ends, openings, and intersections with vertical surfaces for securing of membrane, edging strips, attachment flanges of sheet metal, and roof fixtures.
 - 11. Cants are securely fastened in place in the angles formed by walls and other vertical surfaces. The angle of the cant is 45 degrees and the height of the vertical leg is not less than 3-1/2 inch.
 - 12. Exposed nail heads in wood substrates are properly set. Warped and split sheets have been replaced. There are no cracks or end joints 1/4 inch in width or greater. Knot holes are covered with sheet metal and nailed in place. Plywood decks are covered with rosin paper or unsaturated felt prior to base sheet or roof membrane application.
 - 13. Insulation boards are installed smoothly and evenly, and are not broken, cracked, or curled. There are no gaps in insulation board joints exceeding 1/4 inch in width. Insulation is being roofed over on the same day the insulation is installed.
 - 14. Roof deck and framing are sloped as indicated to provide positive drainage.

3.2. PREPARATION

- A. Protection of Property
 - 1. Protective Coverings

- a. Install protective coverings at paving and building walls adjacent to hoists, and kettles prior to starting the work. Lap protective coverings not less than 6 inch, secure against wind, and vent to prevent collection of moisture on covered surfaces. Keep protective coverings in place for the duration of the roofing work.
 - 2. Bitumen Stops
 - a. Provide felt bitumen stops or other means to prevent bitumen drippage at roof edges, openings, and vertical projections before hot mopped application of the roofing membrane.
 - B. Equipment
 - 1. Mechanical Application Devices
 - a. Mount mechanical application devices on pneumatic-tired wheels. Use devices designed and maintained to operate without damaging the insulation, roofing membrane, or structural components.
 - 2. Electric-Heated Equipment
 - a. Provide adequate electrical service as required by manufacturer of electrical equipment to ensure against damage to equipment and property and to ensure proper application of roofing materials.
 - C. Priming of Surfaces
 - 1. Prime all surfaces to be in contact with adhered membrane materials. Apply primer at the rate of 0.75 gallon per 100 sq. ft. or as recommended by modified bitumen sheet manufacturer's printed instructions to promote adhesion of membrane materials. Allow primer to dry prior to application of membrane materials to primed surface. Avoid flammable primer material conditions in torch applied membrane applications.
 - 2. Priming of Concrete and Masonry Surfaces. After surface dryness requirements have been met, coat concrete and masonry surfaces which are to receive membrane materials uniformly with primer.
 - 3. Priming of Metal Surfaces. Prime flanges of metal components to be embedded into the roof system prior to setting in bituminous materials or stripping into roofing system.
 - D. Membrane Preparation
 - 1. Unroll modified bitumen membrane materials and allow to relax a minimum of 30 minutes prior to installation. In cold weather, adhere to membrane manufacturer's additional recommendations for pre-installation membrane handling and preparation. Inspect for damage, pinholes, particles of foreign matter, non-dispersed raw material, factory splices, or other conditions that might affect serviceability. Edges of seams must be straight and flat so that they may be seamed to one another without forming fish mouths or wrinkles. Discard damaged or defective materials.
 - E. Substrate Preparation
 - 1. Apply membrane to clean, dry surfaces only. Do not apply membrane to surfaces that have been wet by rain or frozen precipitation within the previous 12 hours. Provide cleaning and artificial drying with heated blowers or torches as necessary to ensure clean, dry surface prior to membrane application. Torches may not be used to ensure clean, dry surfaces prior to membrane applications if the roof deck or materials used in the installation of the roofing system are combustible.
- ### 3.3. APPLICATION
- A. Apply roofing materials as specified herein unless approved otherwise by the ENGINEER. Keep roofing materials dry before and during application. Complete application of roofing in a continuous operation. Begin and apply only as much roofing in one day as can be completed that same day. Maintain specified temperatures for asphalt.
 - B. Phased Membrane Construction

1. Phased application of membrane plies is prohibited unless otherwise approved by the ENGINEER and supported by the membrane manufacturer's written application instructions. If cap sheet installation is delayed, thoroughly clean the applied membrane material surface and dry immediately prior to cap sheet installation. Priming of the applied membrane surface may be required at the discretion of the ENGINEER prior to cap sheet installation.
- C. Temporary Roofing and Flashing
 1. Provide watertight temporary roofing and flashing where considerable work by other trades, such as installing pipes, ducts, is to be performed on the roof or where construction scheduling or weather conditions require protection of the building's interior before permanent roofing system can be installed. Do not install temporary roofing over permanently installed insulation. Provide rigid pads for traffic over temporary roofing.
 2. Removal. Completely remove temporary roofing and flashing before continuing with application of the permanent roofing system.
- D. Application Method
 1. Hot Asphalt Application of Modified Bitumen Membrane
 - a. Apply membrane immediately following application of hot asphalt. Apply hot asphalt within 6 foot of roll. Do not work ahead with asphalt. Asphalt must be completely fluid, with mop temperatures within the asphalt's EVT range, but not less than 400 degrees F, at the instant membrane comes into contact with asphalt. Apply bitumen between layers to provide full, continuous, uniform coverage and complete contact of hot asphalt with the sheet above and below. Embed sheets in asphalt. As sheets are being rolled into hot asphalt, immediately and thoroughly apply uniform positive pressure by squeegee, roll, or broom to ensure full adhesion and lap seal, eliminate trapped air and to provide tight, smooth laminations. Avoid excessive extrusion of asphalt at lap areas. Control asphalt bleed out to approximately 1 inch maximum.
 2. Torch Applied Modified Bitumen Membrane
 - a. Ensure substrate membrane surfaces are warmed naturally during the installation. Apply heat evenly to underside of roll membrane being installed and exposed side lap area of previously installed sheet. Provide for slight, uniform flow of bitumen in front of roll and full width of roll as the material is being rolled or set into place. Apply uniform positive pressure to ensure membrane is fully adhered and all laps are sealed. Prior to forming lap over granulated surfaces, embed granules of the receiving sheet by heating and troweling-in the granules to form a uniform black compound surface.
- E. Fiberglass Felt Base Sheet
 1. Fully adhere spot adhere base sheets in accordance with membrane manufacturer's printed instructions. Roll and broom in the base sheet to ensure full contact with the hot asphalt application. Apply sheets in a continuous operation. Apply sheets with side laps at a minimum of 2 inch unless greater side lap is recommended by the manufacturer's standard written application instructions. Provide end laps of not less than 6 inch and staggered a minimum of 36 inch. Apply sheets at right angles to the roof slope so that the direction of water flow is over and not against the laps. Extend base sheets approximately 2 inch above the top of cant strips at vertical surfaces and to the top of cant strips elsewhere. Trim base sheet to a neat fit around vent pipes, roof drains, and other projections through the roof. Application must be free of ridges, wrinkles, and buckles.
- F. Modified Bitumen Membrane Application
 1. Ensure proper sheet alignment prior to installation. Apply membrane layers perpendicular to slope of roof in shingle fashion to shed water, including application on areas of tapered insulation that change slope direction. Bucking or backwater laps are prohibited. Fully adhere membrane sheets to underlying substrate materials. Provide minimum 3 inch side laps and minimum 6 inch end laps and as otherwise required by membrane manufacturer. Stagger end laps minimum 36 inch. Offset side laps between membrane layers a minimum of 12 inch. Offset end laps

between membrane layers a minimum of 36 inch. Install all membrane layers the same workday, unless supported otherwise by roof membrane manufacturer application instructions and approved by the ENGINEER. Provide tight smooth laminations of each membrane layer without wrinkles, ridges, buckles, kinks, fishmouths, or voids. Ensure full membrane adhesion and full lap seals. Rework to seal any open laps prior to application of subsequent membrane layers. The completed membrane application must be free of surface abrasions, air pockets, blisters, ridges, wrinkles, buckles, kinks, fishmouths, voids, or open seams.

2. Cap Sheet Installation. Underlying applied membrane must be inspected and repaired free of damage, holes, puncture, gouges, abrasions, and any other defects, and free of moisture, loose materials, debris, sediments, dust, and any other conditions required by the membrane manufacturer prior to cap sheet installation. Do not apply cap sheet if rain or frozen precipitation has occurred within the previous 24 hours. Align cap membrane and apply by the specified method with the proper side and end lap widths. Set cap sheet in hot asphalt or torch apply as recommended by the modified bitumen membrane manufacturer when the roof deck and materials used in the installation of the roofing system are non-combustible. Cut at a 45 degree angle across selvage edge of cap membrane to be overlapped in end lap areas prior to applying overlapping cap membrane. Apply matching granules in any areas of bitumen bleed out while the asphalt is still hot. Minimize traffic on newly installed cap sheet membrane.

G. Membrane Flashing

1. Apply two-ply modified bitumen strip flashing and sheet flashing in the angles formed where the roof deck abuts walls, curbs, ventilators, pipes, and other vertical surfaces, and where necessary to make the work watertight. Apply membrane flashing in accordance with the roof membrane manufacturers printed instructions and as specified. Cut at a 45 degree angle across terminating end lap area of cap membrane prior to applying adjacent overlapping cap membrane. Press flashing into place to ensure full adhesion and avoid bridging. Ensure full lap seal in all lap areas. Mechanically fasten top edge of modified bituminous base flashing 150 mm (6 inches) on center through minimum 1 inch diameter tin caps with fasteners of sufficient length to embed minimum one inch into attachment substrate. Apply matching granules in any areas of asphalt bleed out while the asphalt is still hot. Apply membrane liner over top of exposed nailers and blocking and to overlap top edge of base flashing installation at curbs, parapet walls, expansion joints and as otherwise indicated to serve as waterproof lining under sheet metal flashing components. Metal flashing per SMACNA 1793 guidelines and standards is specified under Section 07 60 00 FLASHING AND SHEET METAL. Do not set metal flashing in hot asphalt.
2. Membrane Strip Flashing. Set primed flanges of metal flashing in full bed of modified bituminous cement material and securely fasten through to attachment substrate. Strip-in with membrane flashing so that strip extends not less than 4 inch beyond outer edge of flange. Where multiple membrane stripping plies are installed, extend each additional stripping ply minimum 4 inch beyond edge of previous ply.
3. Set-On Accessories. Where pipe or conduit blocking, supports and similar roof accessories are set on the membrane, adhere walkpad material to bottom of accessories prior to setting on roofing membrane. Install set-on accessories to permit normal movement due to expansion, contraction, vibration, and similar occurrences without damaging roofing membrane. Do not mechanically secure set-on accessories through roofing membrane into roof deck substrate.
4. Lightning Protection. Flash and attach lightning protection system components to the roof membrane in a manner acceptable to the roof membrane manufacturer.

H. Roof Walkpads

1. Install walkpads at roof access points and where otherwise indicated for traffic areas and for access to mechanical equipment, in accordance with the modified bitumen sheet roofing manufacturer's printed instructions. Provide minimum 6 inch separation between adjacent

walkpads to accommodate drainage. Provide walkpad under precast concrete paver blocks to protect the roofing.

I. Paver Blocks

1. Install paver blocks where indicated and as necessary to support surface bearing items traversing the roof area. Set paver block on a layer of walkpad applied over the completed roof membrane.

J. Correction of Deficiencies

1. Where any form of deficiency is found, take additional measures as deemed necessary by the ENGINEER to determine the extent of the deficiency and perform corrective actions as directed by the ENGINEER.

K. Clean Up

1. Remove debris, scraps, containers and other rubbish and trash resulting from installation of the roofing system from job site each day.

3.4. CORRECTION OF DEFICIENCIES

- A. Where any form of deficiency is found, take additional measures as deemed necessary by the ENGINEER to determine the extent of the deficiency and perform corrective actions as directed by the ENGINEER.

3.5. PROTECTION OF APPLIED ROOFING

- A. At the end of the day's work and when precipitation is imminent, protect applied modified bitumen roofing system from water intrusion.

B. Water Cutoffs

1. Straighten insulation line using loose-laid cut insulation sheets and seal the terminated edge of modified bitumen roofing system in an effective manner. Remove the water cut-offs to expose the insulation when resuming work, and remove the insulation sheets used for fill-in.

C. Temporary Flashing for Permanent Roofing

1. Provide temporary flashing at drains, curbs, walls and other penetrations and terminations of roofing sheets until permanent flashing can be applied. Remove temporary flashing before applying permanent flashing.

D. Temporary Walkways, Runways, and Platforms

1. Do not permit storing, walking, wheeling, and trucking directly on applied roofing materials. Provide temporary walkways, runways, and platforms of smooth clean boards, mats or planks as necessary to avoid damage to applied roofing materials, and to distribute weight to conform to live load limits of roof construction. Use rubber-tired equipment for roofing work.

3.6. FIELD QUALITY CONTROL

- A. Perform field tests in the presence of the ENGINEER. Notify the ENGINEER one day before performing tests.

- B. Test for Surface Dryness. Before application of membrane sheets and starting work on the area to be roofed, perform test for surface dryness in accordance with the following:

1. Foaming: When poured on the surface to which membrane materials are to be applied, one pint of asphalt when heated in the range of 350 to 400 degrees F, must not foam upon contact.
2. Strippability: On cementitious substrate surfaces, after asphalt used in the foaming test application has cooled to ambient temperatures, test coating for adherence. Should a portion of the sample be readily stripped clean from the surface, do not consider the surface to be dry and do not start application. Should rain occur during application, stop work and do not resume until surface has been tested by the method above and found dry.
3. Prior to installing any roof system on a concrete deck, conduct a test per ASTM D4263. The deck is acceptable for roof system application when there is no visible moisture on underside of plastic sheet after 24 hours.

- C. Construction Monitoring. During progress of the roof work, make visual inspections as necessary to ensure compliance with specified parameters. Additionally, verify the following:
1. Materials comply with the specified requirements.
 2. Materials are not installed in adverse weather conditions.
 3. All materials are properly stored, handled and protected from moisture or other damages.
 4. Equipment is in working order. Metering devices are accurate.
 5. Substrates are in acceptable condition, in compliance with specification, prior to application of subsequent materials.
 6. Nailers and blocking are provided where and as needed.
 7. Insulation substrate is smooth, properly secured to its substrate, and without excessive gaps prior to membrane application.
 8. The proper number, type, and spacing of fasteners are installed.
 9. Membrane heating, hot mopping, or adhesive application is provided uniformly and as necessary to ensure full adhesion of roll materials. Asphalt is heated and applied within the specified temperature range.
 10. The proper number and types of plies are installed, with the specified overlaps.
 11. Applied membrane surface is inspected, cleaned, dry, and repaired as necessary prior to cap sheet installation.
 12. Lap areas of all plies are completely sealed.
 13. Membrane is fully adhered without ridges, wrinkles, kinks, fishmouths, or other voids or delaminations.
 14. Installer adheres to specified and detailed application parameters.
 15. Associated flashing and sheet metal are installed in a timely manner in accord with the specified requirements.
 16. Temporary protection measures are in place at the end of each work shift.
- D. Samples of Roofing
1. Take samples per ASTM D5147/D5147M, sized 4-inch by 40-inch cut across width of modified bitumen sheets as directed by the ENGINEER. Cut samples will be examined by the ENGINEER for specified number of plies, proper lap width, complete lap seal, full uniform adhesive compound application and adhesion, full bond between plies, harmful foreign materials, presence of moisture, and wet insulation. Where cuts are not retained by the ENGINEER or disposed, set cut strip back in cut area in bed of modified bitumen cement. Repair area of cut with new minimum two-ply modified bitumen membrane patch.
- E. Roof Drain Test
1. After completing roofing, but prior to OWNER acceptance, perform the following test for watertight integrity. Plug roof drains and fill with water to edge of drain sump for 8 hours. Do not plug secondary overflow drains at the same time as adjacent primary drain. To ensure some drainage from roof, do not test all drains at same time. Measure water at beginning and end of the test period. When precipitation occurs during test period, repeat test. When water level falls, remove water, thoroughly dry, and inspect installation; repair or replace roofing at drain to provide for a properly installed watertight flashing seal. Repeat test until there is no water leakage.

3.7. INSTRUCTIONS TO CONTRACTOR PERSONNEL

1. Furnish written and verbal instructions on proper maintenance procedures to designated OWNER personnel. Furnish instructions by a competent representative of the modified bitumen membrane manufacturer and include a minimum of 4 hours on maintenance and emergency repair of the membrane. Include a demonstration of membrane repair, and give sources of required special tools. Furnish information on safety requirements during maintenance and emergency repair operations.

3.8. INFORMATION CARD

1. For each roof, furnish a typewritten information card for facility Records and a card laminated in plastic and framed for interior display at roof access point, or a photoengraved 0.039 inch thick aluminum card for exterior display. Card must be 8 1/2 by 11 inch minimum, identifying facility name and number; location; contract number; approximate roof area; detailed roof system description, including deck type, membrane, number of plies, method of application, manufacturer, insulation and cover board system and thickness; presence of tapered insulation for primary drainage, presence of vapor retarder; date of completion; installing CONTRACTOR identification and contact information; membrane manufacturer warranty expiration, warranty reference number, and contact information. Install card at roof top or access location as directed by the ENGINEER and provide a paper copy to the ENGINEER.

END OF SECTION

SECTION 07 92 00 JOINT SEALANTS

PART 1 GENERAL

1.1. DESCRIPTION

- A. Furnish all materials, labor, equipment, and incidentals required to perform all caulking, sealants, joint fillers, gaskets, and related work necessary for the proper completion of the project as required by the Drawings and as specified herein.
- B. Caulk all exterior wall joints, between adjacent materials, joints between frames or louvers and adjacent materials, copings, masonry control joints, and all other joints shown on the Drawings or required for the completion of the work. Joints noted as "caulk," "caulking/" or "sealant" shall be caulked as specified herein.
- C. Caulk all interior joints between frames and masonry, at tops of masonry walls, between masonry and structural concrete, floor joints in tile, joints in rooms to be airtight, and all other joints shown on the Drawings or required for the completion of the work.
- D. Furnish and install masonry sealant at all exterior masonry walls.
- E. Furnish and install concrete sealant at exposed floors as indicated on drawings.

1.2. RELATED WORK

- A. Division 09 – Finishes.
- B. Division 26 – Electrical
- C. Division 41 – Material Processing and Handling Equipment
- D. Division 43 – Process Gas and Liquid Handling, Purification, and Storage
- E. Division 46 – Water and Wastewater Equipment

1.3. REFERENCES

- A. ASTM C 834 - Latex Sealants
- B. ASTM C 919 - Use of Sealants in Acoustical Applications
- C. ASTM C920 - Elastomeric Joint Sealants
- D. ASTM C1193 - Use of Joint Sealants
- E. ASTM D1667 - Flexible Cellular Materials—Poly (Vinyl Chloride) Foam (Closed-Cell)
- F. National Sanitation Foundation (NSF): ANSI/NSF/CAN Standard 61 - Drinking Water System Components-Health Effects

1.4. SUBMITTALS

- A. Submit to the ENGINEER for review in accordance with the provisions of Section 01 33 00, shop drawings, working drawings, and product data including detailed product information and colors on materials proposed and material installation methods.
- B. Submit for review two sets of special-colored sealant samples in representative quantities. Resubmit until approved.
- C. Submit for review two sets of representative samples of any or all other proposed materials required for the work of this Section as requested by the ENGINEER.
- D. Submit certification by the manufacturer that the products supplied comply with local regulations controlling the use of volatile organic compounds (VOCs).

1.5. ENVIRONMENTAL REQUIREMENTS

- A. Maintain temperature and humidity recommended by the sealant manufacturer during and after installation.

1.6. WARRANTY

- A. Provide a five-year warranty for exterior sealants.

- B. Warranty: Replace sealants which fail because of loss of cohesion or adhesion, or do not cure.

PART 2 PRODUCTS

2.1. SEALANTS

- A. General Purpose Exterior Sealant: Polyurethane; ASTM C920, Grade NS, Class 25, Uses M, G, and A multi-component.
1. Standard colors matching finished surfaces.
 - a. Control, expansion, and soft joints in masonry.
 - b. Joints between concrete and other materials.
 - c. Joints between metal frames and other materials.
 - d. Other exterior joints for which no other sealant is indicated.
- B. Exterior Metal Lap Joint Sealant: Butyl or polyisobutylene, nondrying, non-skinning, noncuring.
1. Applications: Use for:
 - a. Concealed sealant bead in sheet metal work.
 - b. Concealed sealant bead in siding overlaps.
- C. General Purpose Interior Sealant: Acrylic emulsion latex; ASTM C834, single component, paintable.
1. Standard colors matching finished surfaces.
 - a. Interior wall and ceiling control joints.
 - b. Joints between door and window frames and wall surfaces.
 - c. Other interior joints for which no other type of sealant is indicated.
- D. Bathtub/file Sealant: Silicone; ASTM C920, Uses Mand A; single component, mildew resistant
1. Applications: Use for:
 - a. Joints between plumbing fixtures and floor and wall surfaces.
 - b. Joints between kitchen and bath countertops and wall surfaces.
 - c. Match mortar color.
- E. Acoustical Sealant: Butyl or acrylic sealant; ASTM C920, Grade NS, Class 12-1/2, Uses M and A; single component, solvent release curing, non-skinning.
1. Applications: Use for concealed locations only:
 - a. Sealant bead between top stud runner and structure and between bottom stud track and floor.
- F. Interior Floor Joint Sealant: Polyurethane, self-leveling; ASTM C920, Grade P, Class 25, Uses T, M and A; multi-component.
1. Approved by manufacturer for wide joints up to 1-1/2 inches.
 2. Standard colors matching finished surfaces.
- G. Concrete Paving Joint Sealant: Polyurethane, self-leveling; ASTM C920, Class 25, Uses T, Mand A multi-component.
1. Gray color.
 2. Applications: Use for:
 - a. Joints in sidewalks and vehicular paving.
- H. Sealant for joints in water-containing structures shall be an elastomeric sealant suitable for continual immersion in water having a chlorine concentration of 4.0 milligrams per liter (mg/L) and conforming to ASTM C920, Type S or M, Grade NS, Class 25. It shall be non-toxic and free of taste or odor and shall be suitable for contact with potable water. It shall meet ANSI/NSF Standard 61 requirements for use in contact with potable water. Sealant shall be Sikaflex 2c NS by Sika Corp., Vulkem 921 by Tremco Inc., or equal. Primer shall be as recommended by the manufacturer.

PART 3 EXECUTION

3.1. EXAMINATION AND PREPARATION

- A. Verify that substrate surfaces and joint openings are ready to receive Work.
- B. Verify that joint backing and release tapes are compatible with sealant.
- C. Remove loose materials and foreign matter that might impair adhesion of sealant.
- D. Clean and prime joints in accordance with manufacturer's instructions.
- E. Perform preparation in accordance with manufacturer's instructions and ASTM C1193.

3.2. INSTALLATION

- A. Perform Work in accordance with sealant manufacturer's requirements for preparation of surfaces and material installation instructions.
- B. Perform installation in accordance with ASTM C1193.
- C. Perform acoustical sealant application Work in accordance with ASTM C919.
- D. Measure joint dimensions and size joint backers to achieve width-to-depth ratio, neck dimension, and surface bond area as recommended by manufacturer, except where specific dimensions are indicated.
- E. Install bond breaker where joint backing is not used.
- F. Install sealant free of air pockets, foreign embedded matter, ridges, and sags.
- G. Apply sealant within recommended application temperature ranges. Consult manufacturer when sealant cannot be applied within these temperature ranges.
- H. Tool joints concave.

3.3. CLEANING

- A. Clean adjacent soiled surfaces.

3.4. PROTECTION OF FINISHED WORK

- A. Protect sealants until cured.
- B. Remove and replace sealants that have been damaged during construction or are not acceptable.

END OF SECTION

SECTION 09 91 00 PAINTING

PART 1 GENERAL

1.1. DESCRIPTION

A. Scope:

1. CONTRACTOR shall provide all labor, materials, equipment and incidentals as shown, specified and required to furnish and install all painting work.
2. The types of painting Work includes the painting and finishing of all items and surfaces throughout the project included in this Contract. Surface preparation, priming and coats of paint specified are in addition to shop priming and surface treatment specified under other sections of the Work.
3. The term "paint" as used herein means all coating systems materials, which includes pretreatments, primers, zincs, epoxies and urethanes, sealers and fillers, and other applied materials whether used as prime, intermediate or finish coats.
4. Paint all exposed surfaces whether or not colors are designated in any schedule, except where the natural finish of the material is specifically noted as a surface not to be painted. The term "exposed" as used herein means all items not covered with concrete. Ducts, conduits and other materials with corrosion resistant surfaces which are in chases, above finished ceilings, or other inaccessible areas shall not require field painting. Where items or surfaces are not specifically mentioned, paint these the same as adjacent similar materials or areas.
5. Structural and miscellaneous metals covered with concrete, shall only receive a primer compatible with the covering material.
6. Pipe markers as specified.

B. Coordination:

1. Review installation procedures under other Sections and coordinate the installation of items that must be field painted in this Section.
2. Notify other CONTRACTORS in advance of the field painting to provide the other CONTRACTORS with sufficient time for installation of items included in their work that must be field painted in this Section.
3. Coordinate the painting of areas that are inaccessible once equipment has been installed.
4. Provide finish coats which are compatible with the prime paints used. Review other Sections of these Specifications in which prime paints are to be provided to ensure compatibility of the total coatings system for the various substrates. CONTRACTOR shall be responsible for the compatibility of all shop primed and field painted items. Furnish information on the characteristics of the finish materials proposed to use, to ensure that compatible prime coats are used. Provide barrier coats over incompatible primers or remove and re-prime as required. Notify ENGINEER in writing of anticipated problems using the coating systems as specified with substrates primed by others.

C. Painting Not Included: The following categories of Work are not included as part of the field applied finish Work, or are included in other Sections of these Specifications.

1. Shop Priming: Unless otherwise specified, shop priming of structural metal, miscellaneous metal fabrications, other metal items and such fabricated components as shop-fabricated or factory-built heating and ventilating, instrumentation and electrical equipment or accessories shall conform to applicable requirements of Section 09 91 00, Painting but is included under the appropriate Sections of the Specification.
2. Pre-Finished Items:

- a. Items furnished with factory finishes such as baked-on enamel, plastic laminate, alkyd-urea synthetic resin, porcelain, polyvinyl fluoride or other similar finishes.
- b. Touch up factory finished items with paint supplied by the item manufacturer. CONTRACTOR shall field paint prefinished items as specified or directed by ENGINEER.
- 3. Concealed Surfaces:
 - a. Nonmetallic wall or ceiling surfaces in areas concealed from view and generally inaccessible areas, such as furred areas, pipe spaces, duct shafts and elevator shafts, as applicable to this project.
 - b. Paint all piping, equipment, and other such items within these areas, that do not have galvanized or other corrosion resistant finish as specified.
- 4. Cement plaster.
- 5. Submerged or intermittently submerged concrete unless otherwise specified.
- 6. Concrete floors.
- 7. Millwork.
- 8. Wood doors.
- 9. Metal surfaces of anodized aluminum. stainless steel, chromium plate and bronze will not require finish painting, unless shown or specified.
- 10. Operating Parts and Labels:
 - a. Moving parts of operating units, mechanical and electrical parts, such as valve and damper operators, linkages, linkages, sensing devices, motor and fan shafts do not require painting unless otherwise specified.
 - b. Do not paint over any code-required labels, such as UL and Factory Mutual, or any equipment identification, performance rating, name, or nomenclature plates.
 - c. Remove all paint, coating or splatter inadvertently placed on these surfaces.

1.2. QUALITY ASSURANCE

- A. Source Quality Control: Obtain all materials from the same manufacturer unless otherwise approved. Obtain materials only from manufacturers who will:
 - 1. Provide the services of a qualified manufacturer's representative at the project site at the commencement of Work to advise on materials, installation and finishing techniques.
 - 2. Certify long term compatibility of all coatings with all substrates, both new and existing.
- B. Reference Standards: Comply with applicable provisions and recommendations of the following, except where otherwise shown or specified:
 - 1. ANSI A13.1, Scheme for the Identification of Piping Systems.
 - 2. Great Lakes - Upper Mississippi River Board of State Sanitary ENGINEERs (Ten States Standards), Recommended Standards for Water Works - 1992 Edition, Addendum No. 6, Painting of Water Works Piping for Public Water Supplies.
 - 3. OSHA 1910.144, Safety Color Code for Marking Physical Hazards.
 - 4. SSPC Volume 2, Systems and Specifications, Surface Preparation Guide and Paint Application Specifications.

1.3. SUBMITTALS

- A. Samples: Submit for approval each type of marker specified.
- B. Shop Drawings: Submit for approval the following:
 - 1. Copies of manufacturer's technical information, including paint label analysis and application instructions for each material proposed for use.
 - 2. List each material and cross-reference to the specific paint and finish system and application. Identify by manufacturer's catalog number and general classification.
 - 3. Copies of manufacturer's complete color charts for each coating system.

4. Pipe Markers: Copies of manufacturer's technical brochure, including color chart and list of standard markers.
 5. Maintenance Manual: Upon completion of the Work, furnish copies of a detailed maintenance manual including the following information:
 - a. Product name and number.
 - b. Name, address and telephone number of manufacturer and local distributor.
 - c. Detailed procedures for routine maintenance and cleaning.
 - d. Detailed procedures for light repairs such as dents, scratches and staining.
 - C. Test Reports: Submit for approval certified laboratory test reports for required performance tests.
- 1.4. PRODUCT DELIVERY, STORAGE AND HANDLING
- A. Delivery of Materials: Deliver all materials to the job site in original, new and unopened packages and containers bearing manufacturer's name and label, and the following information:
 1. Name or title of material.
 2. Manufacturer's stock numbers and date of manufacture.
 3. Manufacturer's name.
 4. Contents of volume, for major pigment and vehicle constituents.
 5. Thinning instructions where recommended.
 6. Application instructions.
 7. Color name and number.
 - B. Storage of Materials: Store only acceptable project materials on project site.
 1. Store in a suitable location approved by ENGINEER. Keep area clean and accessible.
 2. Restrict storage to paint materials and related equipment.
 3. Comply with health and fire regulations including the Occupational Safety and Health Act of 1970.
 - C. Handling of Materials.
 1. Handle materials carefully to prevent inclusion of foreign materials.
 2. Do not open containers or mix components until necessary preparatory Work has been completed and application Work will start immediately.
- 1.5. JOB CONDITIONS
- A. Existing Conditions:
 1. Before painting is started in any area, it shall be clean and completely free of dust.
 - B. Environmental Requirements:
 1. Apply water-base paints only when the temperature of surfaces to be painted and the surrounding air temperatures are between 55°F and 90°F unless otherwise permitted by the paint manufacturer's printed instructions.
 2. Apply other paints only when the temperature of surfaces to be painted and the surrounding air temperatures are between 55°F and 95°F, unless otherwise permitted by the paint manufacturer's printed instructions.
 3. Do not apply paint in snow, rain, fog, or mist; or when the relative humidity exceeds 85%; or to damp or wet surfaces.
 4. Painting maybe continued during inclement weather only if the areas and surfaces to be painted are enclosed and heated within the temperature limits specified by the paint manufacturer during application and drying periods.
 5. Anticipate dew or moisture condensation and delay painting until it can be determined with certainty that the surfaces will be dry during the painting operation.

6. Temperature of the surface shall be at least 5F above the dew point temperature. Each day's painting shall be completed well in advance of probable time of day when condensation will occur in order to permit the required film drying time prior to formation of moisture.
 7. Adequate illumination and ventilation shall be provided in all areas where painting operations are in progress.
 8. Brush coat all weld seams, angles, and sharp edges with intermediate coat prior to application of the final coat.
 9. Install piping markers only after all painting and finish Work has been completed.
- C. Protection: Cover or otherwise protect finished work of other trades and surfaces not being painted concurrently or not to be painted.

PART 2 PRODUCTS

2.1. MATERIAL QUALITY

- A. Manufacturer: Provide products of one of the following:
 1. Tnemec Company, Inc. (for specialty and high performance coating)
 2. Or equal.
- B. Provide manufacturer's best grade of the various types of coatings suitable for use in wastewater treatment plants and pumping stations as regularly manufactured by acceptable paint materials manufacturers. Materials not displaying the manufacturer's identification as a standard, best-grade product will not be acceptable.
- C. Provide primers produced by the same manufacturer as the finish coats. Use only thinners recommended by the paint manufacturer, and use only to recommended limits.
- D. Provide paints, and pipe markers of durable and washable quality. Use materials which will withstand normal washing as required to remove grease, oil, chemicals, etc., without showing discoloration, loss of gloss, staining, or other damage.

2.2. SUBSTITUTIONS

- A. No substitutions shall be considered that decrease the film thickness, the surface preparation or the generic type of coating specified. No substitutions will be considered that do not meet or exceed the performance standards of the specified material. Approved manufacturers must furnish the same color selection as the manufacturers specified, including accent colors and custom colors in all coating systems.

2.3. COLORS AND FINISHES

- A. Surface treatment and finishes are shown under "Painting Systems" below. All substrates scheduled under "Painting Systems" shall be painted whether or not shown on the Drawings, or in schedules, unless an item is specifically scheduled as not requiring the painting system scheduled below.
- B. Color Selection:
 1. A maximum of 20 different colors shall be selected for the project, in addition to color coding of all piping and ducts.
 2. OWNER reserves the right to select non-standard colors for all paint systems specified within the ability of the manufacturer to produce such non-standard colors. Selection of nonstandard colors shall not be cause for CONTRACTOR rejecting OWNER'S color selections and CONTRACTOR shall provide such colors at no additional expense to the OWNER
- C. After approval of submittals and prior to beginning Work, ENGINEER will furnish color schedules for surfaces to be painted listed in the painting systems below.
- D. Color Coding: In general, and unless otherwise specified, all color coding of piping, ducts and equipment shall comply with applicable standards of ANSISME A13.1 and OSHA 1910.144.
- E. Use representative colors when preparing samples for ENGINEERS' review.
- F. Color Pigments: Pure, nonfading, applicable types to suit the substrates and service indicated.

1. Lead: Lead content shall not exceed amount permitted by federal, state and local government laws and regulations.
 2. Mercury: Mercury content shall not exceed amount permitted by federal, state and local government laws and regulations.
 3. Paints specified for application in contact with potable water shall be approved by the United States Environmental Protection Agency and the National Sanitation Foundation.
- G. Submit proposed application techniques to ENGINEER. Submit proof of acceptability, of technique proposed, by the paint manufacturer selected.

2.4. PAINTING SYSTEMS

- A. Submerged or Intermittently Submerged Ferrous Metals and Piping; Interior and Exterior:
1. Surface Preparation: SSPC-SP 10 White Metal Blast Cleaning with a 2.0 mil minimum anchor profile.
 2. Product and Manufacturer: Provide the following:
 - a. Tnemec:
 - 1) Primer: Immediately after abrasive blasting and before any rusting occurs (within 12 hours maximum)-Series 94-H2O Hydro-Zinc 1 coat, 2.5-3.5 mils.
 - 2) Intermediate Coat: Series 20-1255 Pata-Pox: 1 coat 4.0-6.0 mils.
 - 3) Finish: Series 20-WH02 Pota-Pox 1 coat, 4.0-6.0 mils.
 - 4) The total dry mils thickness shall be 10.5 to 15.5 mils.
- B. Ferrous Metals including all Structural Steel, Miscellaneous Ferrous Metals, and all Ferrous piping, Exterior Non-Submerged:
1. Surface Preparation:
 - a. Ferrous Metals: SSPC-SP 6 Commercial Blast Cleaning as specified in
 - b. Non-Ferrous Metal: SSPC-SP 1 Solvent Cleaning as specified in
 2. Product and Manufacturer: Provide the following:
 - a. Tnemec:
 - 1) Primer: Immediately after abrasive blasting and before any rusting occurs (within 12 hours maximum) Series 90-1K-97 Tnemec-Zinc 1 coat, 2.5-3.5 mils per coat.
 - 2) Intermediate Coat: Series 66 Hi-Build Epoxoline 1 coat, 3.0-3.5 mils per coat.
 - 3) Field Finish Coat: Series 1074U Endura-Shield 1 coat, 2.5-3.5 mils per coat.
 - 4) The total dry mils thickness shall be 8.0 to 10.5 mils.
- C. PVC Piping, Fiberglass, Fiberglass Insulation Covering; Interior or Exterior:
1. Surface Preparation: Sand as specified in 3.2D
 2. Product and Manufacturer: Provide one of the following:
 - a. Tnemec: Finish: 66 Hi-Build Epoxoline-2 coats, 2.0-3.0 dry mils per coat. Total dry mils thickness shall be 4.0 to 6.0 mils.
 - b. Or equal.

2.5. PIPING MARKERS

- A. Manufacturer: for all interior piping installed this project, provide products produced by one of the following:
1. W.H. Bradey Company.
 2. Seton Name Plate Corporation.
 3. Or equal.
- B. General:
1. Piping markers shall be formed from laminated plastic. All printing shall be sealed with a formed butyrate plastic film. Markers for piping up to 6-inch diameter shall be preformed to completely

- wrap around the pipe requiring no adhesive. Markers for pipes over 6-inch diameter shall be preformed to the contour of the pipe and attached with stainless steel spring fasteners.
2. For pipes under 3/4-inch outside diameter: Provide brass tags, 1½-inch diameter, with depressed ¼-inch high black filled letters above ½-inch high black filled numbers.
 3. Each marker shall consist of at least 1 legend descriptive of the function of the pipe, and a directional arrow.
 4. The size of lettering and marker shall conform to ANSI A13.1.
 5. Location of Markers:
 - a. Adjacent to each valve and "T" connection.
 - b. At each branch and riser takeoff.
 - c. At each pipe passage through a wall, floor and ceiling.
 - d. On all horizontal and vertical pipe runs at 25-foot intervals.
 - C. For all exterior piping installed this project, provide stenciled lettering and directional arrow to identify exposed pipe in lieu of laminated plastic. Lettering to be black or white paint conforming with paragraph 2.4B of this Section.

PART 3 EXECUTION

3.1. INSPECTION

- A. CONTRACTOR and his applicator shall examine the areas and conditions under which painting Work is to be performed and notify ENGINEER in writing of conditions detrimental to the proper and timely completion of the Work. Do not proceed with the Work until unsatisfactory conditions have been corrected in a manner acceptable to ENGINEER.
- B. Do not paint over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions otherwise detrimental to the formation of a durable paint film.

3.2. SURFACE PREPARATION

- A. General:
 1. Perform all preparation and cleaning procedures as specified herein and in strict accordance with the paint manufacturer's instructions for each particular substrate and atmospheric condition.
 2. Remove all hardware, hardware accessories, machined surfaces, plates, lighting fixtures, and similar items in place and not to be finish painted, or provide surface applied protection prior to surface preparation and painting operations. Remove, if necessary, for the complete painting of the items and adjacent surfaces. Following completion of painting of each space or area, reinstall the removed items by workmen skilled in the trades involved.
 3. Clean surfaces to be painted before applying paint or surface treatments. Remove oil and grease with clean cloths and cleaning solvents prior to mechanical cleaning. Program the cleaning and painting so that dust and other contaminants from the cleaning process will not fall in wet, newly painted surfaces.
 4. All surfaces which were not shop painted or which were improperly shop painted, and all abraded or rusted shop painted surfaces, which are to be painted, as determined by ENGINEER, shall be prepared as specified below.
- B. Ferrous Metals:
 1. Clean non-submerged ferrous surfaces including structural steel and miscellaneous metal to be shop primed, of all oil, grease, dirt, mill scale and other foreign matter by commercial blast cleaning complying with SSPC-SP 6.
 2. Clean submerged ferrous surfaces including structural steel and miscellaneous metal to be shop primed, of all oil, grease, dirt, mill scale and other foreign matter by white Metal blasting complying with SSPC-SP 5.

3. Clean non-submerged, ferrous surfaces that have not been shop coated of all oil, grease, dirt, mill scale and other foreign substances by commercial blasting, complying with SSPC-SP 6.
 4. Clean submerged ferrous surfaces that have not been shop-coated or that, in the opinion of ENGINEER, have been improperly shop coated, of all oil, grease, dirt, mill scale and other foreign matter by white metal blasting complying with SSPC-SP 5.
 5. Touch-up shop-applied paint coats which have damaged or bare areas, with primer recommended by the coating manufacturer after commercial blasting complying with SSPC-SP 6.
- C. Non-Ferrous Metal Surfaces: Clean non-ferrous metal surfaces in accordance with the coating system manufacturer's instructions for the type of service, metal substrate, and application required.
- D. PVC Piping and Fiberglass: Lightly sand and clean all surfaces to be painted.
- E. Covering on Pipe: Clean free of oil and surface contaminants as recommended by the coating manufacturer for substrate and application required. Do not cut or damage the insulation in anyway.

3.3. MATERIALS PREPARATION

A. General:

1. Mix and prepare painting materials in strict accordance with the manufacturer's directions.
2. Do not mix coating materials produced by different manufacturers, unless otherwise permitted by the manufacturer's instructions.
3. Store materials not in actual use in tightly covered containers. Maintain containers used in storage, mixing, and application of paint in a clean condition, free of foreign materials and residue.
4. Stir all materials before application to produce a mixture of uniform density, and as required during the application of the materials. Do not stir any film which may form on the surface into the material. Remove the film and, if necessary, strain the material before using.
5. Mixing:
 - a. Mix only in containers placed in suitable sized non-ferrous or oxide resistant metal pans to protect concrete floor from splashes or spills which could stain exposed concrete or react with subsequent finish floor material.
 - b. Mix and apply paint only in containers bearing accurate product name of material being mixed or applied.

3.4. APPLICATION

A. General:

1. Apply paint by brush, roller, air spray, or airless spray in accordance with the manufacturer's directions and recommendations of Paint Application Specifications No. 1 in SSPC Vol. 2, where applicable. Use brushes best suited for the type of material being applied. Use rollers of carpet, velvet back, or high pile sheep's wool as recommended by the paint manufacturer for material and texture required. Use air spray and airless spray equipment recommended by the paint manufacturer for specific coating system specified. Submit a list of application methods proposed, listing paint systems and location.
2. The paint film thickness required is the same regardless of the application method. Do not apply succeeding coatings until the previous coat has completely dried.
3. Apply additional coats when undercoats, stains, or other conditions show through the final coat of paint, until the paint film is of uniform finish, color and appearance. This is of particular importance regarding intense primary accent colors. Ensure that all surfaces, including edges, comers, crevices, welds, and exposed fasteners receive a film thickness equivalent to that of flat surfaces.
4. Surfaces not exposed to view do not require color coding but require the same coating system specified for exposed surfaces. "Exposed to view surfaces" is defined as those areas visible when

- permanent or built-in fixtures convactor covers, covers, covers for finned tube radiation, grilles, etc. are in place in areas scheduled to be painted.
5. Paint interior surfaces of ducts, where visible through registers or grilles, with a flat, non-specular black paint as specified, before final installation of equipment. Paint aluminum parts in contact with dissimilar materials as specified with appropriate primer.
 6. Omit field primer on metal surfaces which have been shop primed.
 7. Paint the backs of access panels, and removable or hinged covers to match the exposed surfaces.
 8. No finish painted surface shall exhibit holidaying, brush marks, runs, drips, or sags. If any or all of these surface imperfections are encountered then the finish surface will be required to be touched-up or the substrate refinished and finish coating reapplied.
- B. Heating, Ventilating, Air Conditioning and Electrical Work:
1. Heating, ventilating, and air conditioning items to be painted include, but are not limited to, the following:
 - a. Piping, pipe hangers, and supports;
 - b. Heat exchangers;
 - c. Tanks;
 - d. Ductwork and insulation;
 - e. Motors, mechanical equipment, and supports;
 - f. Accessory items;
 2. Electrical items to be painted include, but are not limited to, the following:
 - a. Conduit and fittings;
 - b. Switchgear, panels, junction boxes, motor control centers, motors and accessories.
- C. Minimum Coating Thickness:
1. Apply each material at not less than the manufacturer's recommended spreading rate, and provide total dry film thickness as specified.
 2. Apply extra coat if required to obtain specified total dry film thickness.
- D. Scheduling Painting:
1. Apply the first-coat material to surfaces that have been cleaned, pretreated or otherwise prepared for painting as soon as practicable after preparation and before subsequent surface deterioration.
 2. Allow sufficient time between successive coatings to permit proper drying. Do not recoat until paint has dried to where it feels firm. does not deform or feel sticky under moderate thumb pressure, and the application of another coat of paint does not cause lifting or loss of adhesion of the undercoat.
- E. Prime Coats: Recoat primed and sealed walls and ceilings where there is evidence of suction spots or unsealed areas in first coat, to assure a finish coat with no bum-through or other defects caused by insufficient sealing.
- F. Pigmented (Opaque) Finishes: Completely cover to provide an opaque, smooth surface of uniform finish, color, appearance, and coverage.
- G. Transparent (Clear) Finishes:
1. On exposed to view portions, use multiple coats to produce glass-smooth surface film continuity of even matt luster. Provide a finish free of laps, cloudiness, color irregularity, runs, brush marks, orange peel, nail holes, or other surface imperfections.
 2. Provide satin finish for final coats, unless otherwise indicated.
- H. Brush Application:

1. Brush-out and work all brush coats onto the surfaces in an even film. Cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness, or other surface imperfections will not be acceptable. Neatly draw all glass and color break lines.
2. Brush apply all primer or first coats, unless otherwise permitted to use mechanical applicators.
- I. Mechanical Applicators:
 1. Use mechanical methods for paint application when permitted by governing ordinances, paint manufacturer, and approved by ENGINEER. If permitted, limit to only those surfaces impracticable for brush applications.
 2. Limit roller applications, if approved by ENGINEER, to interior wall finishes for second and third coats. Apply each roller coat to provide the equivalent hiding as brush-applied coats.
 3. Confine spray application to metal framework, siding, decking, wire mesh and similar surfaces where hand brush work would be inferior and to other surfaces specifically recommended by paint manufacturer.
 4. Wherever spray application is used, apply each coat to provide the equivalent hiding of brush-applied coats. Do not double back with spray equipment for the purpose of building up film thickness of 2 coats in one pass.
- J. Completed Work: Match approved samples for color, texture and coverage. Remove, refinish, or repaint Work not in compliance with specified requirements as required by ENGINEER.
- K. Piping Markers: Apply piping markers in accordance with the manufacturer's written instructions in locations herein specified.
- L. Testing: The CONTRACTOR shall furnish a thickness gauge to the ENGINEER to check dry mil thickness. The thickness gauge is to come with a carrying case and operating instructions. The CONTRACTOR shall provide a Holiday tester when requested by the ENGINEER.

3.5. PROTECTION

- A. Protect work of other trades, whether to be painted or not, from the Work of this Section. Leave all such work undamaged. Correct all damages by cleaning, repairing or replacing, and repainting, as acceptable to ENGINEER.
- B. Provide "Wet Paint" signs as required to protect newly painted finishes. Remove all temporary protective wrappings provided for protection of this Contract and other contracts after completion of painting operations.

3.6. CLEAN-UP

- A. During the progress of the Work, remove from the site all discarded paint materials, rubbish, cans and rags at the end of each work day.
- B. Upon completion of painting Work, clean all paint-spattered surfaces. Remove spattered paint by proper methods of washing and scraping, using care not to scratch or otherwise damage finished surfaces.
- C. At the completion of work of other trades, touch-up and restore all damaged or defaced painted surfaces as determined by ENGINEER.

3.7. PROCESS PIPING COLOR SCHEDULE

PAINT AND COLOR CODING SCHEDULE

<u>Piping and Legend</u>	<u>Color</u>	<u>Bands</u>
Filter Effluent (Potable Water)	Dark Blue	--
Filter Influent	Aqua	--
Backwash Supply	Aqua	--
Backwash Drain	Light Brown	--
Filter-to-Waste	Light Brown	--

END OF SECTION

SECTION 09 96 00 HIGH PERFORMANCE COATINGS

PART 1 GENERAL

1.1. SECTION INCLUDES

- A. High performance coating systems for items specified herein.

1.2. RELATED SECTIONS

- A. Section 05 12 00 – Structural Steel
- B. Section 05 08 00 – Factory-Applied Metal Coatings.
- C. Section 09 91 00 – Painting
- D. Section 26 05 53 – Electrical Identification: Identification of electrical equipment.
- E. Section 32 17 23 – Paving Specialties: Pavement marking paints.
- F. Section 40 05 97 – Mechanical Identification: Identification of mechanical equipment.

1.3. REFERENCES

- A. ASTM D 16 - Terminology Relating to Paint, Varnish, Lacquer, and Related Products.
- B. ASTM D 4263 - Indicating Moisture in Concrete by the Plastic Sheet Method.
- C. ASTM F 1869 - Measuring Moisture Vapor Emission Rate of Concrete Subfloor Using Anhydrous Calcium Chloride.
- D. International Concrete Repair Institute (ICRI) Guideline No. 03732 - Selecting and Specifying Concrete Surface Preparation for Sealers, Coatings, and Polymer Overlays.
- E. SSPC-SP 1 - Solvent Cleaning.
- F. SSPC-SP 2 - Hand Tool Cleaning.
- G. SSPC-SP 3 - Power Tool Cleaning.
- H. SSPC-SP 6/NACE 3 - Commercial Blast Cleaning.
- I. SSPC-SP 13/NACE 6 - Surface Preparation of Concrete.

1.4. DEFINITIONS

- A. Definitions of Painting Terms: ASTM D 16, unless otherwise specified.
- B. Dry Film Thickness (DFT): Thickness of a coat of paint in fully cured state measured in mils (1/1000 inch).

1.5. SUBMITTALS

- A. Comply with Section 01 33 00 - Submittal Procedures.
- B. Product Data: Submit manufacturer's product data for each coating, including generic description, complete technical data, surface preparation, and application instructions.
- C. Color Samples: Submit manufacturer's color samples showing full range of standard colors.
- D. Manufacturer's Quality Assurance: Submit manufacturer's certification that coatings comply with specified requirements and are suitable for intended application.
- E. Applicator's Quality Assurance: Submit list of a minimum of 5 completed projects of similar size and complexity to this Work. Include for each project:
- F. Project name and location.
 - 1. Name of OWNER.
 - 2. Name of CONTRACTOR.
 - 3. Name of architect.
 - 4. Name of coating manufacturer.
 - 5. Approximate area of coatings applied.
 - 6. Date of completion.

1.6. QUALITY ASSURANCE

- A. Manufacturer's Qualifications:
 - 1. Specialize in manufacture of coatings with a minimum of 10 years successful experience.
 - 2. Able to demonstrate successful performance on comparable projects.
 - 3. Single Source Responsibility: Coatings and coating application accessories shall be products of a single manufacturer.
- B. Applicator's Qualifications:
 - 1. Experienced in application of specified coatings for a minimum of 5 years on projects of similar size and complexity to this Work.
 - 2. Applicator's Personnel: Employ persons trained for application of specified coatings.
- C. Mock-Ups: Prepare a minimum 10 foot x 10 foot mock-up for each coating system specified using same materials, tools, equipment, and procedures intended for actual surface preparation and application. Obtain Architect's approval of mock-ups. Retain mock-ups to establish intended standards by which coating systems will be judged.
- D. Preapplication Meeting: Convene a preapplication meeting two weeks before start of application of coating systems. Require attendance of parties directly affecting work of this section, including Contractor, Architect, applicator, and manufacturer's representative. Review the following:
 - 1. Environmental requirements.
 - 2. Protection of surfaces not scheduled to be coated.
 - 3. Surface preparation.
 - 4. Application.
 - 5. Repair.
 - 6. Field quality control.
 - 7. Cleaning.
 - 8. Protection of coating systems.
 - 9. One-year inspection.
 - 10. Coordination with other work.

1.7. DELIVERY, STORAGE, AND HANDLING

- A. Delivery: Deliver materials to site in manufacturer's original, unopened containers and packaging, with labels clearly identifying:
 - 1. Coating or material name.
 - 2. Manufacturer.
 - 3. Color name and number.
 - 4. Batch or lot number.
 - 5. Date of manufacture.
 - 6. Mixing and thinning instructions.
- B. Storage:
 - 1. Store materials in a clean dry area and within temperature range in accordance with manufacturer's instructions.
 - 2. Keep containers sealed until ready for use.
 - 3. Do not use materials beyond manufacturer's shelf life limits.
- C. Handling: Protect materials during handling and application to prevent damage or contamination.

1.8. ENVIRONMENTAL REQUIREMENTS

- A. Weather:
 - 1. Air and Surface Temperatures: Prepare surfaces and apply and cure coatings within air and surface temperature range in accordance with manufacturer's instructions.

2. Surface Temperature: Minimum of 5 degrees F (3 degrees C) above dew point.
3. Relative Humidity: Prepare surfaces and apply and cure coatings within relative humidity range in accordance with manufacturer's instructions.
4. Precipitation: Do not prepare surfaces or apply coatings in rain, snow, fog, or mist.
5. Wind: Do not spray coatings if wind velocity is above manufacturer's limit.
- B. Ventilation: Provide ventilation during coating evaporation stage in confined or enclosed areas in accordance with manufacturer's instructions.
- C. Dust and Contaminants:
 1. Schedule coating work to avoid excessive dust and airborne contaminants.
 2. Protect work areas from excessive dust and airborne contaminants during coating application and curing.

PART 2 PRODUCTS

2.1. MANUFACTURER

- A. Tnemec Company Incorporated, Prime Coatings or prior approval equal.
- B. Bidders desiring to use products other than those specified shall submit their proposal in writing to the ENGINEER at least ten (10) days prior to the bid opening. Requests for substitution shall include manufacturer's literature for each product giving the name, generic type, descriptive information, solids by volume, recommended dry film thickness and a list of five projects where each product has been used and rendered satisfactory service. No request for substitution shall be considered that would decrease thickness, the number of coats applied or offer a change in the generic type of coating specified. The coating CONTRACTOR shall submit manufacturer's certified test reports showing that the substitute product(s) equal or exceed the performance of the specified products. The coating CONTRACTOR shall supply a cured sample of the proposed system to the architect to verify the manufacturer is capable of providing orange peel finish.

2.2. COATING SCHEDULE

- A. Concrete Walls & Ceiling in Aerator Building
 1. System Type: Self Crosslinking Hydrophobic Acrylic.
 2. Surface Preparation: "sweep blast" all areas to remove all existing coating/paint not tightly bonded to the surface. All surfaces shall be clean, dry and free of oil, grease, and other contamination.
 3. Patching Mortar: Repair all spalled areas using Series 217 Mortarcrete to fill flush.
 4. First Full Coat: Series 115 Uni-Bond DF. DFT 3.0-4.0 mils.
 5. Finish Coat: Series 115 Uni-Bond DF. DFT 3.0 to 4.0 mils
 6. Finish Color: As selected by ENGINEER from manufacturer's standard colors.
- B. Concrete Floors
 1. System Type: 100% Solids Epoxy Flooring System.
 2. Surface Preparation: Abrasive blast, or Mechanically abrade all surfaces to remove all surface contaminants and provide a surface profile in accordance with ICRI-CSP 3 or greater.
 3. Patching Mortar: Repair all spalled or damaged areas using Series 217 Mortarcrete to fill flush.
 4. Prime Coat: Series 205 Terra-Tread. DFT 4.0-6.0 mils.
 5. Broadcast Coat: Series 237 Power-Tread. DFT 20 Mils (80 sq. ft./gal.)*
 6. Finish Coat: Series 237 Power-Tread. DFT approximately 6.0-10.0 mils. (to achieve desired level of skid-resistance as determined by an agreed upon Mock-Up)

* 30/50 mesh silica sand shall be broadcast "to refusal" onto all horizontal surfaces immediately after application of the broadcast coat to ensure slip resistance.

C. Piping

1. System Type: Anti-Corrosive Acrylic Mastic/Epoxy
 2. Surface Preparation: High Pressure Wash (3,500 PSI Minimum) with a zero degree rotary nozzle all surfaces to remove all surface contaminants, and loosely bonded coating. Power Tool Clean all rusted areas in accordance with SSPC-SP3. A cleanliness standard in accordance with SSPC WJ-4 Waterjet Cleaning of Metals is required.
 3. Spot Prime (all areas of bare metal, rust or edges of existing aged coating): Series 118 Uni-Bond Mastic. DFT 6.0-8.0 Mils.
 4. Intermediate Coat (spray apply): Series 118 Uni-Bond Mastic. DFT 6.0-8.0 mils.
 5. Finish Coat: Series 66 H.B. Epoxoline 4.0-6.0 dry mils
 6. Finish Color: As selected by ENGINEER from manufacturer's standard colors.
- D. Interior-Submerged Concrete:
1. Surface Preparation: "Sweep blast" all areas to remove all loose coating, surface contaminants, de-gloss existing sound coating, and create a minimum anchor profile of 1.5 mils. All surfaces shall be clean, dry and free of oil, grease, and other contaminants.
 2. Coating System:
 - a. Patch Coat: Tnemec Series 215 Surfacers, as necessary to fill voids and bugholes
 - b. 1st Coat: Tnemec Series 20 Pota-Pox, 4.0-6.0 dry mils
 - c. 2nd Coat: Tnemec Series N140 Pota-Pox Plus, 6.0-8.0 dry mils

2.3. ACCESSORIES

- A. Coating Application Accessories:
1. Accessories required for application of specified coatings in accordance with manufacturer's instructions, including thinners.
 2. Products of coating manufacturer.

PART 3 EXECUTION

3.1. EXAMINATION

- A. Examine areas and conditions under which coating systems are to be applied. Notify Architect of areas or conditions not acceptable. Do not begin surface preparation or application until unacceptable areas or conditions have been corrected.

3.2. PROTECTION OF SURFACES NOT SCHEDULED TO BE COATED

- A. Protect surrounding areas and surfaces not scheduled to be coated from damage during surface preparation and application of coatings.
- B. Immediately remove coatings that fall on surrounding areas and surfaces not scheduled to be coated.

3.3. SURFACE PREPARATION OF CONCRETE AND MASONRY

- A. Prepare concrete and masonry surfaces in accordance with manufacturer's instructions, SSPC-SP 13/NACE 6, and ICRI 03732.
- B. Ensure surfaces are clean, dry, and free of oil, grease, dirt, dust, and other contaminants.
- C. Test concrete for moisture in accordance with ASTM D 4263 and F 1869.
- D. Allow concrete and mortar to cure for a minimum of 28 days before coating.
- E. Level protrusions and mortar spatter.

3.4. APPLICATION

- A. Apply coatings in accordance with manufacturer's instructions.
- B. Mix and thin coatings, including multi-component materials, in accordance with manufacturer's instructions.
- C. Keep containers closed when not in use to avoid contamination.
- D. Do not use mixed coatings beyond pot life limits.

- E. Use application equipment, tools, pressure settings, and techniques in accordance with manufacturer's instructions.
- F. Uniformly apply coatings at spreading rate required to achieve specified DFT.
- G. Apply coatings to be free of film characteristics or defects that would adversely affect performance or appearance of coating systems.
- H. Stripe paint with brush critical locations on steel such as welds, corners, and edges using specified primer.

3.5. REPAIR

- A. Materials and Surfaces Not Scheduled To Be Coated: Repair or replace damaged materials and surfaces not scheduled to be coated.
- B. Damaged Coatings: Touch-up or repair damaged coatings. Touch-up of minor damage shall be acceptable where result is not visibly different from adjacent surfaces. Recoat entire surface where touch-up result is visibly different, either in sheen, texture, or color.
- C. Coating Defects: Repair in accordance with manufacturer's instructions coatings that exhibit film characteristics or defects that would adversely affect performance or appearance of coating systems.

3.6. FIELD QUALITY CONTROL

- A. Inspector's Services:
 - 1. Verify coatings and other materials are as specified.
 - 2. Verify surface preparation and application are as specified.
 - 3. Verify DFT of each coat and total DFT of each coating system are as specified using wet film and dry film gauges.
 - 4. Coating Defects: Check coatings for film characteristics or defects that would adversely affect performance or appearance of coating systems.
 - 5. Report:
 - a. Submit written reports describing inspections made and actions taken to correct nonconforming work.
 - b. Report nonconforming work not corrected.
 - c. Submit copies of report to Architect and Contractor.
- B. Manufacturer's Field Services: Manufacturer's representative shall provide technical assistance and guidance for surface preparation and application of coating systems.

3.7. CLEANING

- A. Remove temporary coverings and protection of surrounding areas and surfaces.

3.8. PROTECTION OF COATING SYSTEMS

- A. Protect surfaces of coating systems from damage during construction.

END OF SECTION

SECTION 09 97 00 FILTER LINING SYSTEMS

PART 1 GENERAL

1.1. DESCRIPTION

- A. This specification outlines surface preparation and physical performance requirements of required filter lining system.
- B. Forward:
 - 1. Polymer linings used for immersion linings on concrete must be NSF 61 certified.
 - 2. These linings must be unaffected by and not crack due to movement in the concrete substrate.
 - 3. The polymer lining used in shall be resistant to any damage or deterioration by UV Light, Weather, Sunlight and Freeze -Thaw conditions.

1.2. TESTING FOR DRYNESS OF CONCRETE

- A. The concrete surface must be sufficiently dry for application of the intended polymer containment lining. Environmental testing for concrete moisture shall be by ASTM D 4263-83, (Reapproved 2005) "Standard Test Method for Indicating Moisture in Concrete by the Plastic Sheet Method". If the results of this test show moisture is present, then the lining shall not be installed until the concrete is dry enough to pass this test.

1.3. SURFACE PREPARATION

- A. Surface Preparation shall be performed to both clean the concrete surface and to expose any weak surface laitance and provide a roughened surface. Abrasive blasting is performed using a plant approved blast media for walls and floors, or in the alternative, for floors a recovering shot blast machine may be used. The goal is to have a concrete surface that exhibits the degree of roughness equivalent to that of 40 to 60 grit sandpaper.
- B. After blasting all grit, dust and debris shall be removed with compressed air, followed by a thorough vacuum cleaning with an industrial grade, heavy duty, high suction vacuum cleaner.

1.4. CONCRETE REPAIRS

- A. Defects discovered in the substrate surface such as "bug holes" must be repaired after the concrete is vacuumed and primed. Use manufacturer recommended materials for such repairs.

1.5. LINING INSTALLATION ENVIRONMENTAL CONDITIONS

- A. Linings must be applied at concrete substrate surface temperatures (not air temperature) that are 50° F (10°C) and rising. Linings should not be applied when the surface temperature is above 120° F (48.9°C).
- B. Relative Humidity must be below 95% and the lining must not be applied when within 5° of the dew point.
- C. Since concrete expels air as temperature rise during the day, the best and recommended time to apply primer, scratch coat and basecoats of the lining are in the late afternoon or evening when temperatures of the substrate show that the concrete is cooling. Work area must be shaded as well.
- D. Materials must be stored per manufacturers' requirements before and immediately prior to use.

1.6. LINING USING A PENETRATING & STRENGTHENING CONDUCTIVE PRIMER

- A. A Primer Must Be Used To Obtain Maximum Adhesion of The Lining To The Concrete. Primer Shall Be 95% Or Higher Solids And Shall Be Conductive To Enable Spark Testing Per ASTM D 5162

1.7. CLASS OF USE: LINING CONCRETE TANKS

- A. Physical Performance of the Polymer Lining:
 - 1. Crack Resistant Properties: Lining must be capable of bridging moving cracks in concrete equal to the thickness of the lining itself or a minimum of 80 mils in crack width, without any negative affect or damage to the lining. Such capability shall continue throughout the life of the lining and

- shall not be diminished by any chemical or physical changes in the polymer lining. Preference shall be given to linings that will bridge larger cracks than 80 mils.
2. Lining must have memory and be able to move with the concrete substrate as cracks open and close. Lining must be widamaged by expanding and contracting with cracks and joints.
 3. Lining must be capable of application directly over expansion joints and construction joints with no cracking as joints move. Glass reinforced bridges with bond breaker tape over joints are not acceptable.
 4. Linings that claim to be crack-bridging, where such capability is achieved by failure of the bond to the substrate or any internal cohesive failure of lining itself, are not suitable and will not be used.
- B. Temperature Resistance: Lining must be capable of spills of the stated chemicals at the stored temperature of the chemicals and in making a recommendation, material supplier must also take into account the temperature of the containment lining immediately prior to a spill in summer and winter. In general, the lining must be suitable for containment of chemicals from the surface range of - 40° F (- 40 ° C) concrete temperature and up to 200° F (93.3° C) for the chemical spill temperature. Such temperatures cold or hot shall not cause any deterioration in the lining.
- C. Environmental Conditions: The lining must be capable of use in direct sunlight and elevated temperatures as well as freeze / thaw conditions, and shall not be affected by UV light, Weather or direct Sunlight, as well as being suitable for environmental temperature surface range of - 40° F (- 40 ° C) to 150° F (65.5° C) and higher for an actual chemical spill temperature.
- D. Permeation Resistance: While chemical & temperature resistance are important factors in the lining selection process, the single most important factor is permeation resistance, and it this factor that is the primary determinant of long lining life. Linings failing by blistering is due to permeation of the lining by molecular water vapor. Penetration resistance shall be 0.0015 perm-inch or better as tested by ASTM E 96
- E. Void or Discontinuity Testing: Use of a conductive primer permits spark testing to confirm a void free lining. Contractor must perform holiday testing in accordance with ASTM D 5162 - 08 . "Standard Practice for Discontinuity (Holiday) Testing of Nondestructive Protective Coating on Metallic Substrates. Use of a conductive primer is the substitute for a metallic surface. Such testing shall be performed using Test Method B -High Voltage Spark Testing using a DC continuous spark. OWNER or ENGINEER must be notified in sufficient to enable a representative to witness the testing. This testing shall take place only after the full cure of the lining has been achieved as stated by the lining manufacturer.

PART 2 EXECUTION

2.1. WARRANTY

- A. Material Manufacturer And Installing Contractor Shall Guarantee, For A Period Of Three (3) Years From Date First Place In Service The Following; Chemical Resistance, Temperature Resistance And Crack-Bridging Of The Lining As Well As Proper Installation And Bond To The Concrete Substrate.

END OF SECTION

SECTION 11 05 13 COMMON MOTOR REQUIREMENTS FOR EQUIPMENT

PART 1 GENERAL

1.1. SCOPE OF WORK

- A. Low voltage single and three phase motors, up to 200 Hp, furnished under other Sections, shall be in conformance with the requirements listed in this Section unless otherwise noted. All clarifications, deviations and/or exceptions to this specification shall be clearly stated with quotation.

1.2. RELATED WORK (NOT USED)

1.3. SUBMITTALS

- A. Submittal of motor data for acceptance shall include complete nameplate data and test characteristics in accordance with NEMA Standard MG1-12.54 "Report of Test Form for Routine Tests on Induction Motors" and, in addition, the following for motors typical of the units furnished:
 - 1. Efficiency at 1/2, 3/4 and full load
 - 2. Power factor at 1/2, 3/4 and full load
 - 3. Motor outline, dimensions and weight
 - 4. Descriptive bulletins, including full description of insulation system
 - 5. Bearing design data, L-10 bearing life and which bearing is insulated when so required
 - 6. Special features (i.e., space heaters, temperature detectors, etc.)

1.4. REFERENCE STANDARDS

- A. Institute of Electrical and Electronics ENGINEERs (IEEE)
- B. National Electrical Manufacturers Association (NEMA)
- C. National Electric Code (NEC)
- D. Where reference is made to one of the above standards, the revision in effect at the time of bid opening shall apply.

1.5. QUALITY ASSURANCE

- A. Routine tests shall be performed on representative motors, and shall include the information described on NEMA MG1-12.54 "Report of Test Form for Routine Tests on Induction Motors". Performance data shall be provided as determined in accordance with IEEE Publication No. 112, Method B. Efficiency and Power factor shall be quoted based upon tests of electrically duplicate or representative motors.

1.6. 1.06 SYSTEM DESCRIPTION

- A. Motors specified herein are three-phase, squirrel cage induction type for 1/2 Hp and above; single phase for less than 1/2 Hp; or DC motors.

1.7. DELIVERY, STORAGE AND HANDLING

- A. Delivery, storage and handling shall comply with manufacturer's instructions. All motors provided with space heaters shall be energized by the CONTRACTOR on arrival to the job site.

1.8. PROJECT/SITE REQUIREMENTS

- A. Ambient temperature at job site is 50 °C.

1.9. MAINTENANCE

- A. Provide operation and maintenance data in compliance with Section 01 78 23.

1.10. WARRANTY

- A. All motors shall be warrantied for a one-year period, beginning at substantial completion, in compliance with general conditions of the Contract.

PART 2 PRODUCTS

2.1. RATING

- A. Each motor shall develop ample torque for its required service throughout its acceleration range at a voltage 10% below nameplate rating. Where shown on the Electrical Drawings to be operated on a reduced voltage starter, the motor shall develop ample torque under the conditions imposed by the reduced voltage starting method.
- B. The motor shall not be required to deliver more than its rated nameplate horsepower, at unity (1.0) service factor, under any condition of mechanical or hydraulic loading.
- C. All motors shall be continuous time rated suitable for operation in a 50 °C ambient unless noted otherwise.
- D. Specific motor data such as Hp, rpm, enclosure type, etc., is specified under the detailed specification for the equipment with which the motor is supplied.
- E. Motors connected to Variable Frequency Drive Controllers shall be inverter duty noted and conform to detailed standards outlined in NEMA MG-1 part 31, current edition.

2.2. ENCLOSURE TYPES

- A. Motors specified herein will conform to one of the following standard enclosure designs:
 - 1. Open Drip Proof
 - 2. Totally Enclosed Fan Cooled (TEFC)
 - 3. Totally Enclosed Non-Ventilated (TENV)
 - 4. Explosion Proof
 - 5. Severe Duty
 - 6. Inverter Duty

2.3. NAMEPLATES

- A. The motor manufacturer's nameplates shall be engraved or embossed on stainless steel and fastened to the motor frame with stainless steel screws or drive pins. Nameplates shall indicate clearly all of the items of information enumerated in NEMA Standard MGI-10.38 or MGI-20.60, as applicable.

2.4. ANTI-CONDENSATION OR SPACE HEATERS

- A. Condensation heaters shall be provided with each motor where indicated and shall be of the cartridge or flexible wrap around type installed within the motor enclosure adjacent to core iron. Heaters shall be rated for 120 Volt, single phase with wattage as required to maintain internal temperature rise of 5-10 °C above ambient during periods of shut down. The heater wattage and voltage shall be embossed on the motor nameplate. Power leads for heaters shall be brought out at the motor lead junction box. Condensation heaters shall be energized during storage.

2.5. WINDING TEMPERATURE DETECTORS

- A. Winding temperature detectors shall be provided with each motor where indicated and shall be a factory installed, embedded, bi-metallic switch type with leads terminating in the main conduit box. This device shall protect the motor against damage from overheating caused by single phasing, overload, high ambient temperature, abnormal voltage, locked rotor, frequent starts or ventilation failure. The switch shall have normally closed contacts. Not less than three detectors shall be furnished with each motor, 1 per phase.

2.6. SINGLE PHASE MOTORS

- A. Unless otherwise specified, motors smaller than 1/2 Hp shall be single phase, capacitor start. Small fan motors may be split-phase or shaded pole type if such are standard for the equipment. Wound rotor or commutator type single-phase motors are not acceptable unless their specific characteristics are necessary for the application.
- B. Motors shall be rated for operation at 115 Volts, single phase, 60 Hz.
- C. Locked rotor current shall not be greater than specified in NEMA Standard MGI-12.32, Design "N".

- D. Motors shall be totally-enclosed in conformance with NEMA Standard MG1-10.35. Small fan motors may be open type if suitably protected from moisture, dripping water and lint accumulation.
- E. Motors shall be provided with sealed ball bearings lubricated for 10 years normal use.

2.7. THREE PHASE MOTORS-FRAMES 143T THROUGH 449T

A. General

1. Unless otherwise specified, motors 1/2 Hp and larger shall be 3 Phase, squirrel cage induction type.
2. All motors 3/4 Hp and larger shall be a NEMA frame 143T or larger. 1/2 Hp motors and 3/4 Hp motors rated 1800 and 3600 rpm, shall be a 56 frame. Motors shall be designed and connected for operation on a 480 Volt, 3 Phase, 60 Hz alternating current system. Dual voltage (230/460) rated motors are acceptable.
3. Unless otherwise required by the load, all motors shall be NEMA Design B, normal starting torque. Locked rotor kVA/Hp shall not exceed Code Letter G as described in NEMA Standard MG1-10.37 for motors 20 Hp and larger.
4. Motors connected to variable frequency drives shall be inverter duty rated.
5. Motors shall be by U.S. Electrical Motors, Division of Emerson Electric Co., Teco-Westinghouse or equal.

B. Bearings

1. Anti-friction motor bearings shall be designed to be regreasable and initially shall be filled with grease suitable to ambient temperature of 50° C. Bearings shall be AFBMA Types BC, BT, RU, TS or RN, heavy duty, or shall otherwise be shown to be suitable for the intended application in terms of L-10 rating life or better.
2. All grease lubricated bearings, except those specified to be factory sealed and lubricated, shall be fitted with easily accessible grease supply, flush, drain and relief fittings. Extension tubes shall be used when necessary. Grease supply fittings shall be standard hydraulic type by the Alemite Division of SKF.

C. Insulation

1. Insulation systems shall be Class F, operated at Class B temperature rise as measured by resistance based on 50 degrees ambient. This system shall be manufacturer's premium grade, resistant to attack by moisture, acids, alkalis and mechanical or thermal shock for 480 Volt motors.
2. Motors for outdoor service shall have vacuum/pressure impregnated epoxy insulation for moisture resistance.
3. Insulation for inverter duty motor windings shall meet or exceed the Pulse Endurance Index for magnetic wire and shall not be injured when exposed to repeated pulse type waveforms, repetitive high voltage transients, switching frequency and rate of rise of the pulse. Class H varnish shall be used.

D. Enclosures

1. Motors shall have a steel or cast-iron frame and a cast iron or stamped steel conduit box, as specified below. Conduit box shall be split from top to bottom and shall be capable of being rotated to four positions. Conduit box shall be adequately sized to accommodate motor lead terminations and all other equipment if provided. Synthetic rubber-like gaskets shall be provided between the frame and the conduit box and between the conduit box and its cover. Motor leads shall be sealed with a non-wicking, non-hygroscopic insulating material. A frame mounted pad with drilled and tapped hole, not less than 1/4-in diameter, shall be provided inside the conduit box for motor frame grounding.
 - a. Totally enclosed fan cooled: TEFC motors shall have a steel or cast iron frame, cast iron end brackets, cast iron conduit box, 1.15 service factor at 50°C, tapped drain holes (corrosion resistant plugs for frames 286T and smaller and automatic breather/drain devices for frames

- 324T and larger) and upgraded insulation by additional dips and bakes to increase moisture resistance.
- b. Totally enclosed non-ventilated: TENV motors shall include the same rating and accessories as specified for TEFC motors.
 - c. Explosion proof: Explosion proof motors shall have a cast iron frame, cast iron end brackets, cast iron conduit box, 1.15 service factor at 50°C, tapped drain holes (corrosion resistant plugs for frames 286T and smaller and automatic breather/drain devices for frames 324T and larger) and be UL listed for Class 1, Div. 1, Group D hazardous areas.
 - d. Severe duty: Motors shall be of the corrosion resistant type conforming to motors designated by the manufacturer as "Corro-Duty", "Mill and Chemical", "Custom Severe Duty", or similar quality designation. Severe duty motors shall have a cast iron frame, cast iron end brackets, cast iron conduit box and 1.15 service factor at 50°C and tapped drain holes (corrosion resistant plug for frames 286T and smaller and automatic breather/drain devices for frames 324T and larger).
- E. Inverter Duty Rated Motors
- 1. Inverter duty rated: Motors for operation on variable frequency drives shall meet current power quality levels published in NEMA MG 1, Part 31 current edition. Consideration shall be given to the primary factors of the variable frequency drive such as the modulation scheme (six-step, PWM, etc.), the switching or carrier frequency and the type of power output devices utilized (IGBT etc.). Consideration shall also be given to the installation methods such as output cable length, cable installation method, installation of output filters, etc. Enclosures shall be equal to those furnished for severe duty or explosion proof motors. Motor shaft and bearings shall be insulated when necessary due to design considerations to prevent circulating shaft currents. Internal service factor shall be 1.0 that of the nameplate. Unless otherwise noted provide enclosures suitable for "severe duty". Ventilation system shall be designed for maximum heat transfer. Stator laminations shall be stagger-stacked and stamped from high grade electrical steel to minimize eddy-current losses and heat build-up caused by inverter induced harmonics. Rotors shall be configured to minimize skin-effect heating.
- F. Motor Efficiencies
- 1. Three phase motors rated 1 Hp and larger shall be premium efficiency and shall conform to the nomenclature identified as "NEMA PREMIUM". Motors shall carry the NEMA PREMIUM nameplate. Motors shall have a NEMA Nominal Efficiency not less than the values indicated by NEMA PREMIUM product. Efficiency values shall be based on tests performed in accordance with IEEE Publication No. 112, Method B. Motors with horsepower or rpm's not listed shall conform to comparable standards of construction and materials as those for listed motors.

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 31 23 00 EXCAVATION AND FILL

PART 1 GENERAL

1.1. DESCRIPTION

A. Scope:

1. This item covers excavation, disposal, placement, and compaction of all materials within the limits of the work required to construct safety areas, runways, taxiways, aprons, and intermediate as well as other areas for drainage, building construction, parking, or other purposes in accordance with these specifications and in conformity to the dimensions and typical section(s) shown on the plans.
2. CONTRACTOR shall furnish all equipment and labor required to excavate the site according to this specification and the plans.

1.2. CLASSIFICATIONS

A. All material excavated shall be unclassified unless otherwise noted.

1. **Unclassified Excavation.** Unclassified excavation shall consist of the excavation and disposal of all material, regardless of its nature, which is not otherwise classified under the following items.
2. **Rock Excavation.** Rock excavation shall include all solid rock in ledges, in bedded deposits, in unstratified masses, and conglomerate deposits which are so firmly cemented they cannot be removed without blasting or using rippers. All boulders containing a volume of more than 1/2 cubic yard (0.4 cubic meter) will be classified as "rock excavation."
3. **Muck Excavation.** Muck excavation shall consist of the removal and disposal of deposits or mixtures of soils and organic matter not suitable for foundation material. Muck shall include materials which will decay or produce subsidence in the embankment. It may be made up of decaying stumps, roots, logs, humus, or other material not satisfactory for incorporation in the embankment.
4. **Drainage Excavation.** Drainage excavation shall consist of all excavation made for the primary purpose of drainage and includes drainage ditches, such as intercepting, inlet or outlet; temporary levee construction; or any other type as shown on the plans.
5. **Borrow Excavation.** Borrow excavation shall consist of approved material required for the construction of embankment or for other portions of the work in excess of the quantity of usable material available from required excavations. Borrow material shall be obtained from areas within the limits of the areas outside the property.

B. **Unsuitable Excavation.** Any material containing vegetable or organic matter, such as muck, peat, organic silt, or sod shall be considered unsuitable for use in fill construction. Material, when approved by the ENGINEER as suitable to support vegetation, may be used on the fill operations.

1.3. INSPECTION AND TESTS

A. Testing Requirements

1. ASTM D 698 – Test for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures, Using 5.5-pound (2.49 kg) Rammer and 12-inch (305 mm) Drop
2. ASTM D 1556 – Test for Density of Soil In Place by the Sand-Cone Method
3. ASTM D 1557 – Test for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures, Using 10-pound (4.5 kg) Rammer and 18-inch (45 cm) Drop
4. ASTM D 2167 – Test for Density and Unit Weight of Soil In Place by the Rubber Balloon Method
5. ASTM D 2922 – Standard Test Methods for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.1. GENERAL

- A. The suitability of material to be placed in embankments shall be subject to approval by the ENGINEER. All unsuitable material shall be disposed of in waste areas off site.
- B. If it is necessary to interrupt existing surface drainage, sewers or under-drainage, conduits, utilities, or similar underground structures, the Contractor shall be responsible for and shall take all necessary precautions to preserve them or provide temporary services. When such facilities are encountered, the Contractor shall notify the ENGINEER, who shall arrange for their removal if necessary. The Contractor shall, at his/her own expense, satisfactorily repair or pay the cost of all damage to such facilities or structures which may result from any of the Contractor's operations during the period of the contract.

3.2. EXCAVATION

- A. No excavation shall be started until the work has been staked out by the Contractor and the ENGINEER has obtained elevations and measurements of the ground surface. All suitable excavated material shall be used in the formation of fill, subgrade, or for other purposes shown on the plans. All unsuitable material shall be disposed of off-site at the Contractors expense.
- B. When the volume of the excavation exceeds that required to fill to the grades and surface elevation indicated, the excess shall be disposed of off-site. When the volume of excavation is not sufficient for constructing the fill to the grades indicated, the deficiency shall be obtained from borrow areas.
- C. The grade shall be maintained so that the surface is well drained at all times. When necessary, temporary drains and drainage ditches shall be installed to intercept or divert surface water which may affect the work.
 - 1. Undercutting.
 - 2. Overbreak.
 - 3. Removal of Utilities.
 - 4. Compaction Requirements.

3.3. BORROW EXCAVATION.

- A. When borrow sources are outside the boundaries of the property, it shall be the Contractor's responsibility to locate and obtain the supply, subject to the approval of the ENGINEER. The Contractor shall notify the ENGINEER at least 15 days prior to beginning the excavation, so necessary measurements and tests can be made. All unsuitable material shall be disposed of by the Contractor. All borrow pits shall be opened up to expose the vertical face of various strata of acceptable material to enable obtaining a uniform product. Borrow pits shall be excavated to regular lines to permit accurate measurements, and they shall be drained and left in a neat, presentable condition with all slopes dressed uniformly.

3.4. FILL

- A. In those areas surrounding constructed structures, fill material from the borrow pit or stockpile from excavation shall be placed and compacted to match the surrounding grade.

3.5. FINISHING AND PROTECTION OF BASE

- A. Base of the structure shall be 0% through out and matching the depth specified on plans. It shall be compacted according to standards to reduce settlement.

3.6. HAUL

- A. All hauling will be considered a necessary and incidental part of the work.

END OF SECTION

SECTION 32 92 00 SEEDING AND SODDING

PART 1 GENERAL

1.1. DESCRIPTION

A. Scope:

1. This item consists of furnishing all labor, supervision, materials, tools, incidentals and equipment and performing all work for topsoiling, tilling, fertilizing, seeding, watering, and otherwise establishing, protecting and maintaining seeded and sodded areas as required by the Contract Drawings and these specifications, and including repair, refertilizing and reseeding as required until final inspection and acceptance of the project.
2. CONTRACTOR shall furnish all labor, materials and incidentals required to provide grass as specified.

- B. Coordination: Review installation procedures under other Sections and coordinate the installations of items that must be installed with the grass.

1.2. SUBMITTALS:

A. Certificates for:

1. Fertilizer
2. Limestone
3. Seed

1.3. INSPECTION AND TESTS

- A. Fertilizer and Limestones: Duplicate copies of material invoices shall be furnished to the ENGINEER. Invoices shall show quantities and grade of fertilizer, quantity of limestone, percentages of calcium carbonate and magnesium carbonate, as applicable, and the percentages of limestone that pass the No. 40 and the No. 10 mesh sieves. Samples of each lot of fertilizer and limestone shall be furnished for testing. Upon completion of project a final check of total quantities of fertilizer and limestone used will be made against total area treated, and if minimum rates of application have not been met, additional quantities of these materials to make up minimum application specified shall be distributed.
- B. Seed: Contractor shall furnish to the ENGINEER duplicate signed copies of statement(s) from vendor(s), certifying that each container of seed delivered is labeled in accordance with Federal Seed Act and is at least equal to requirements specified therein. This certification shall be obtained from vendor and shall be furnished before application.

PART 2 PRODUCTS

2.1. GENERAL

- A. Topsoil: Topsoil shall be the surface layer of soil that is stockpiled by the Contractor during stripping and/or excavation on the site. The topsoil shall be free of subsoil, clay, lumps, stones, brush or seed. Topsoil shall have a pH value of not less than 4.5 or more than 8.0.
- B. Lime: Lime shall be ground limestone containing not less than 80% of total carbonates and shall be ground to such fineness that 80% will pass through a No. 10 mesh sieve and 40% will pass through a No. 40 mesh sieve.
- C. Fertilizer: Fertilizer shall be water soluble commercial carriers of available plant food elements or combinations thereof, as stated herein and shall conform to the applicable state fertilizer laws. They shall be uniform in composition, dry, and free flowing materials in condition for application by suitable equipment. The fertilizer shall be delivered in standard bags or other convenient standard containers, each fully labeled with manufacturer's guaranteed analysis. Any fertilizer shall contain not less than the percentages by weight of the ingredients set out as follows: (1) Nitrogen, 13% (2)

Phosphorous P O, 13%, (3) Potash K C, 13%. Invoices for fertilizer will show the kind and have analysis furnished.

- D. Seed: Seeds with a minimum pure live seed content of 90% shall be used. They shall be of the best grade and of known vitality, purity, and germination and shall be delivered in containers bearing seed tags as required by law showing percentages of germination content and purity of seed as well as percentages of weed seed content.
1. All seeds shall be free of wild onion, Canadian thistle, Johnson grass, crab grass or other seeds of noxious weeds. All seeds shall be furnished in standard containers, or as acceptable to the ENGINEER. Seed which has become wet, moldy or otherwise damaged in transit or storage will not be acceptable.

Purity, Germination, and Planting Schedule

Spring and Summer Seeding (March 1 to September 1)			
Name	Percent Purity	Percent Germination	Mix (dry wt. lbs.) per Acre
Hulled Bermuda	95	90	20
Pensacola Bahia	95	90	30
TOTAL			50
Fall and Winter Seeding (September 1 to March 1)			
Name	Percent Purity	Percent Germination	Mix (dry wt. lbs.) per Acre
Unhulled Bermuda	95	90	20
Pensacola Bahia	95	90	30
Rye	95	85	15
Crimson Clover	95	85	8
TOTAL			73

2. Seeding in Existing Lawns: Grass seeds for existing lawns shall be the same as the existing grass.
- E. Leguminous Inoculants: Inoculation media containing live nitrogen-fixing bacteria shall be supplied with all legume seed. The inoculants shall be standard, pure culture of nitrogen-fixing bacteria. Each kind of legume will require cultural bacteria that are adapted to that particular kind of seed. The bacteria shall be supplied in convenient containers seed. The bacteria shall be supplied inconvenient containers of a proper size to treat the amount of seed to be planted. The legume seeds shall be treated according to the directions, and before the expiration date for use of the media shown on the container.
1. Soil for Repairs: for fills or areas to be repaired, soil shall be topsoil of a least equal quality to that which exists in areas adjacent to the area to be repaired.
- F. Water: Water shall be free from oil, acid, alkali, salt, and other substances harmful to growth of grass, and shall be from a source accepted prior to use.
- G. Solid Sod: Bermuda or Carpet Grass and shall be native to the locality of the work and shall, when placed be live, fresh, growing grass with at least two and one-half (2-1/2) inches of soil adhering firmly to the roots. The sod shall be reasonably free from obnoxious weeds or other grasses and

shall not contain any matter deleterious to its growth; or which might affect its subsistence or hardness when transplanted. The sod shall be in blocks at least 3"x 8", and free from ragged edges.

PART 3 EXECUTION

3.1. PREPARATION OF GROUND SURFACE

- A. General: Equipment, in good operating condition, shall be used for the proper preparation of the ground and for handling and placing all materials. Equipment shall be acceptable before work is started.
- B. Topsoiling: Topsoil shall be obtained from job site stockpiles formed during stripping and/or excavation operations and shall be free from subsoil, clay lumps, stones, brush, grasses or weeds, excess acids or alkali, or any other material to subsequent, smooth, grading, planting, and maintenance operations.
- C. Grading: Previously established grades shall be maintained on the areas to be treated in a true and even condition; necessary repairs shall be made to previously graded areas by means of graders or other approved equipment.
- D. Tillage: After the areas required to be treated have been brought to the grades shown, the soil shall be tilled to a depth of at least 4 inches by plowing, disking, harrowing, or other acceptable operations until the condition of the soil is acceptable. The work shall be performed only during period when beneficial results are likely to be obtained. When drought, excessive moisture, or other unsatisfactory conditions prevail, the work shall be stopped when directed. Undulations or irregularities in the surface shall be leveled before the next specified operation.

3.2. APPLICATION OF FERTILIZER AND LIMESTONE

- A. Preplanting fertilization of areas to be seeded: Fertilizer shall be distributed uniformly at a rate of 800 pounds per acre over areas to be seeded and shall be mixed into the soil to a depth of at least 4 inches by disking, harrowing, or other acceptable methods. Application of fertilizer may be part of the operation specified in Section 5.4: TILLAGE of these specifications.
- B. Liming: Immediately following or simultaneously with incorporation of fertilizer, limestone shall be distributed uniformly at a rate of 4000 pounds per acre, and shall be mixed into the soil to a depth of at least 4 inches by disking, harrowing, or other acceptable methods. Application of limestone along with fertilizer may be part of the operation specified in Section 5.4: TILLAGE of these specifications.
- C. Leveling: Surface irregularities resulting from tillage, fertilizing, liming, or other operations shall be leveled before seeding.
- D. Postplanting fertilization: From 40 to 60 days after seeding, ammonium nitrate or its nitrogen equivalent shall be applied uniformly at a rate of 225 pounds per acre over areas seeded. Fertilizer shall be applied when grass blades are dry to minimize burning. The planted area shall be watered to thoroughly moisten the upper 6 inches of the soil surface after the fertilizer is applied.

3.3. PLANTING SEED

- A. General: A satisfactory method of sowing shall be employed; using approved mechanical power-drawn drills or seeders, or other approved methods. When drills are used, markers or other means shall be provided to ensure that the successive seeded strips will overlap or be separated by a space no greater than 6 inches. When delays in operations extend the work beyond the most favorable planting season for species designated or when conditions are such by reason of drought, high winds, excessive moisture, or other factors that satisfactory results are not likely to be obtained, work shall be halted as directed and resumed only when conditions are favorable or when approved alternate or corrective measure and procedures have been affected. If inspection during or after seeding operations indicates that strips wider than 6 inches have been left unplanted or other areas skipped, additional seed shall be sown.
- B. Broadcast Seeding: Seeding shall be broadcast either by hand or with acceptable seeding equipment, in combination with fertilizer, or with other acceptable sowing equipment. Seed shall be

distributed uniformly over designated areas. Half of the seed shall be sown with sower moving at right angles to first sowing. Seed shall be covered to an average depth of 1/4 inches by brush harrow, spiketooth harrow, chain harrow, cultipacker, hand rake with wood tines, or another approved device. Seed shall not be broadcast during windy weather.

- C. Drill Seeding: Drill seeding shall be accomplished with approved equipment with drills set not more than 6 inches apart. Seed shall be sown uniformly over designated areas to average depth of 1/4 inch.
- D. Sodding: All solid sod shall be procured areas where the soil is fertile and contains a high percentage of loamy topsoil, and from areas that have been grazed or mowed sufficiently to form a dense turf.
- E. Mechanical devices, such as sod cutter, may be used for cutting the sod into strips or blocks. Care shall be exercised at all times to retain the native soil on the roots of the sod during the process of excavating, hauling and planting.
- F. The solid sod blocks shall be transplanted within 24 hours from the time of cutting, unless they are stacked at their destination in a manner satisfactory to the ENGINEER. All solid sod in stacks shall be kept moist and protected from exposure to the air and sun, and from freezing. In no event shall more than two (2) days elapse between the cutting and planting of the solid sod.
- G. Solid sod shall be planted during the period between March 1st and December 15th, unless written permission is given by the ENGINEER to extend the planting season. The solid sod shall be placed on the prepared surface with the edges in close contact. All cracks between blocks of solid sod shall be closed with small pieces of fresh sod and all cracks too small for sod shall be filled by a light dressing of topsoil. The entire sodded area shall then be compacted and watered to the satisfaction of the ENGINEER. Rollers, hand tamps or other approved equipment may be used for compacting.
- H. Surfaces of solid sodding which, in the opinion of the ENGINEER, may slide due to the height and slope of the surface or nature of the soil, shall, upon direction of the ENGINEER, be "pegged" with wooden pegs driven through the sod blocks into firm earth, sufficiently close to hold the sod in place.

3.4. MAINTENANCE:

- A. Seeded areas shall be maintained until all work or designated portions thereof have been completed and accepted. Tall grass and weeds that tend to impede the desired grass species shall be mowed, and any damage resulting from these operations shall be repaired at the Contractor's expense.

3.5. ESTABLISHMENT OF GROWTH

- A. General: The Contractor shall be responsible for proper care of seeded areas while grass is becoming established for three (3) months after completion of treatment on the entire project, unless desired cover is established in a shorter period of time and the OWNER shortens responsibility period. The Contractor shall be responsible for providing a satisfactory stand of grass. A satisfactory stand of grass is determined as a cover of living grass in which gaps larger than 12 inches square do not occur as determined by an acceptance inspection made at the end of the maintenance period. Maintenance work shall be performed at the Contractor's expense.
- B. Mowing: Seeded and sodded areas shall be mowed with acceptable mowing equipment to a height of about 4 inches when average height of grass becomes about 8 inches. When amount of cut grass is heavy, grass shall be removed to prevent destruction of underlying turf. If weeds or other undesirable vegetation threatens to impede the growth of planted species, such vegetation shall be mowed, or in case of excessive growth, shall be uprooted, raked and removed from area.
- C. Re-fertilizing: The Contractor will determine areas needing re-fertilization at least 15 days before application is required. Fertilization shall be distributed on designated area during periods when grass is dry. 13-13-13 grade fertilizer shall be applied uniformly at a rate of 800 pounds per acre. Fertilizer conforming to physical condition, packaging and marking as specified hereinbefore shall be provided.
- D. Reseeding: The Contractor will determine areas requiring reseeding at least 15 days before period specified for reseeding. Seed specified hereinbefore shall be drilled at rates hereinbefore specified,

in a manner that will cause minimum disturbance to existing stand of grass, and at an angle of not less than 15 degrees from direction of previously seeded rows.

END OF SECTION

SECTION 33 01 10 DISINFECTION OF POTABLE WATER PIPING

PART 1 GENERAL

1.1. DESCRIPTION

- A. Scope: CONTRACTOR shall furnish all labor, materials, equipment, appurtenances and services required to clean, flush and disinfect piping which is designated to carry water.
- B. Related Work Specified Elsewhere:
 - 1. Section 01 71 16, Site Conditions.
 - 2. Division 3, Utilities.

1.2. QUALITY ASSURANCE

- A. Reference Standards: Comply with applicable provisions and recommendations of the following, AWWA C651, Disinfecting Water Mains, unless otherwise shown or specified.

1.3. SUBMITTALS

- A. Shop Drawings: Submit for approval the following: Disinfection procedures, methods, coordination and schedules.

1.4. JOB CONDITIONS

- A. CONTRACTOR shall coordinate disinfection of the clearwells, and rapid mix tank with disinfection of the service pumps, use of temporary pumps for initial startup and operation of the plant and necessary disposal of treated water following start-up to assure proper water quality.
- B. CONTRACTOR shall repeat the disinfection procedure as necessary due to start-up operations.

PART 2 PRODUCTS

2.1. DISINFECTANT

- A. Liquid chlorine, sodium hypochlorite, or calcium hypochlorite may be used as described in AWWA C651.

PART 3 EXECUTION

3.1. GENERAL

- A. Disinfection work shall be completed and the facility satisfactorily tested for bacteria in accordance with Standard Methods for Examination of Water and Wastewater before it may be placed in service. Two or more samples shall be taken from each unit or facility not less than 30 minutes apart and shall be tested for the presence of coliform.
- B. Samples for bacteriological tests will be taken by a certified water plant operator of the OWNER and analyzed by the Mississippi State Department of Health. Complete disinfection shall be defined as no confluent growth for samples taken on two consecutive days. These samples shall indicate complete disinfection before the facilities will be accepted.
- C. CONTRACTOR shall repeat the disinfection procedure until the test results indicate complete disinfection.
- D. CONTRACTOR shall provide all disinfectant and water required for disinfection at his own expense.

3.2. CLEANING

- A. Conform to AWWA C653; however, all surfaces including the ceiling shall be cleaned.

3.3. CHLORINATION PROCEDURE FOR PIPING

- A. Disinfection:
 - 1. Completely clean interior of all piping and flush piping prior to disinfection with water at a minimum velocity of 2-1/2 feet per second.

2. Conform to procedures described in AWWA C651 unless otherwise approved by ENGINEER.
 3. Water for flushing, testing and chlorination shall be furnished and paid for by the CONTRACTOR. The CONTRACTOR shall provide all temporary piping, hose, valves, appurtenances, and services required.
 4. 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.
 5. Other methods described in AWWA C651 may be used after approval by ENGINEER.
- B. A permit from the Mississippi Department of Environmental Quality, Office of Pollution Control, must be obtained if an alternate disinfection procedure is to be used which would require the discharge of chlorinated water to a receiving stream.
- C. CONTRACTOR shall:
1. Provide all temporary taps, plugs, valves, drains, pumps, piping and connections required to clean, flush, disinfect and remove the disinfectant.
 2. Perform disinfection of each facility immediately before the facility is placed in operation, and ensure that the facility is not contaminated after being acceptably disinfected.
 3. Provide and apply reducing agent to thoroughly neutralize the chlorine residual from all water removed and disposed of during the disinfection procedure.

END OF SECTION

SECTION 33 01 11 DISINFECTION OF POTABLE WATER FACILITIES

PART 1 GENERAL

1.1. SCOPE OF WORK

- A. Furnish all labor and materials required and disinfect the potable water facilities. Dechlorination will be required in order to reduce chlorine concentration to less than four parts per million if chlorine solution used for disinfection is to be discharged to waterways or water courses known to support fish or wildlife.
- B. The potable water facilities include:
 - 1. 1930's Aerator,
 - 2. 1990's Aerator
 - 3. Rapid Mix Tank
 - 4. 6 Filters

1.2. MEASUREMENT AND PAYMENT

- A. No separate payment will be made for this Work. Include payment in the lump sum base bid.

PART 2 PRODUCTS

2.1. CHLORINE

- A. Liquid chlorine shall meet the requirements of AWWA B301.
- B. Calcium hypochlorite shall meet the requirements of AWWA B300.

2.2. CHLORINE NEUTRALIZING CHEMICALS

- A. Chlorine neutralizing chemicals (e.g., sulfur dioxide, sodium bisulfite, sodium sulfite, etc.), if required for residual reduction of heavy chlorinated water, are to be of grade and analysis approved by the City.

PART 3 EXECUTION

3.1. GENERAL

- A. The facility shall be cleaned and disinfected in compliance with all applicable sections of AWWA Standard C653. Interior surfaces of the facility shall be exposed to a concentration of 100 ppm for a period of not less than three hours, after which the lines shall be flushed clean until the chlorine concentration in the water leaving the line is no higher than that generally prevailing in the system, or less than 1 ppm. Chlorine solution with a higher residual may remain in the line, without flushing, if approved by the Owner.

3.2. PROCEDURES

- A. Before each section of work is placed in service, it shall be thoroughly flushed to remove any dirt or other foreign material from inside the facility; and the inside of the lines shall be sterilized by pumping into and through them a solution of chlorine of 50mg/l for 24 hours in such manner as to meet the requirements of the State Board of Health.
- B. Concrete Tanks
 - 1. During construction, the interior of all facilities shall be kept as free as possible from dirt and foreign matter at all times.
 - 2. Prior to disinfection, the facility shall be cleaned as thoroughly as possible.
 - 3. After cleaning has been completed to the point that apparent dirt and foreign matter have been removed from the tank, either liquid chlorine or calcium hypochlorite solution shall be used to disinfect the facility as provided in AWWA C653.

4. Following chlorination, treated water shall be dechlorinated and pumped from the tank into the waste lines until the replacement water is proved by test to meet regulations of Mississippi Department of Health. Discharge of highly chlorinated water will not be allowed without a permit from the Department of Environmental Quality, Office of Pollution Control, the CONTRACTOR, will be responsible for obtaining this permit should he desire to discharge highly chlorinated water.
5. Should the initial treatment fail to achieve the satisfactory quality described above, the original chlorination procedure shall be repeated until satisfactory results are obtained.

C. Filter Media

1. Disinfect by inserting sufficient chlorine into the backwash water to produce a free chlorine residual of at least 25 mg/L throughout the filter.
2. Allow chlorinated water to stand for 24 hours, at the end of which the chlorinated water will be tested in multiple locations and depths to determine that at least 15 mg/L free chlorine residual remains. If less than 15 mg/L is found, the process shall start over.
3. If satisfactory chlorine residuals are obtained after the chlorine contact period, the filter shall be run to waste or backwashed thoroughly to remove highly chlorinated water. Discharge of highly chlorinated water will require a permit from the Department of Environmental Quality, Office of Pollution Control, the CONTRACTOR, will be responsible for obtaining this permit should he desire to discharge highly chlorinated water.

3.3. WATER SOURCE

- A. Water for disinfection purposes may be obtained from the plant.

3.4. BACTERIOLOGICAL SAMPLING AND TESTING

- A. After disinfection at least two (2) samples of chlorine free water, taken from each section shall be submitted to the State Board of Health for examination to determine if the system is free from organisms of the Coli-Aerogenes group.
- B. Samples with "No Coliform Present" shall constitute acceptable sample(s) when analyzed by the Mississippi State Department of Health or a laboratory certified by the State. If such samples do not have "No Coliform Present", the section shall be disinfected and re-disinfected in a manner meeting the requirements of the State Board of Health, until the section is freed of contamination.
- C. All facilities will be cleaned, flushed, chlorinated and re-chlorinated until two (2) consecutive negative water samples are obtained by the Local Health Department. The samples shall be collected by the Certified Operator of the system or the Professional Engineer of the project.
- D. The CONTRACTOR shall be responsible for the conduct of all of the above defined activities, and any and all costs incident thereto shall be included in the prices bid for the various items of construction as no separate or extra compensation is to be allowed therefore.

END OF SECTION

SECTION 33 01 12 INSPECTION AND TESTING OF WATER UTILITIES

PART 1 GENERAL

1.1. DESCRIPTION

- A. Scope: Furnish all labor, materials, tools, equipment and related items required to perform infiltration/exfiltration testing and deflection testing of gravity pipelines and to perform pressure and leakage testing of pressure pipelines.
- B. Related Work:
 - 1. Section 33 05 19, Buried Ductile Iron Pipe and Fittings.
 - 2. Section 33 05 31.16, Polyvinyl Chloride (PVC) Pipe.
 - 3. Section 33 05 05, Buried Piping Installation.

1.2. REFERENCE STANDARDS

- A. American Society for Testing Materials (ASTM)
 - 1. ASTM C 828 - Low Pressure Air Test of Vitrified Clay Pipe Lines
 - 2. ASTM C 969 - Infiltration and Exfiltration Acceptance Testing of Installed Precast Concrete Pipe Sewer Lines
 - 3. ASTM C 1103 - Joint Acceptance Testing of Installed Precast Concrete Pipe Sewer Lines
 - 4. ASTM F 1417 - Installation Acceptance of Plastic Non-pressure Sewer Lines Using Low-Pressure Air

PART 2 PRODUCTS

2.1. TEST FLUIDS

- A. Hydrostatic Test - Water should be used as the test fluid whenever possible. In those systems where water cannot be used the test fluid may be either the one to be used in the system or the one agreed upon by the ENGINEER and the CONTRACTOR.
- B. Pneumatic Test - Compressed air shall normally be used. Other gases may be used when specified by the ENGINEER. Test pressures shall be 120% of the anticipated maximum operating pressure, but not exceeding 100 psig, and not less than 5 psig at the highest point in the system, unless otherwise approved by the ENGINEER.
- C. Gravity Exfiltration Test - Water should be used as the test fluid whenever possible. In those systems where water cannot be used the test fluid may be either the one to be used in the system or the one agreed upon by the ENGINEER and the CONTRACTOR.

2.2. TEST EQUIPMENT

- A. Hydrostatic Test
 - 1. Water of sufficient capacity shall be provided to deliver the required test pressure.
 - 2. Valves shall be provided on the suction and discharge side of the pump.
 - 3. Heater shall be provided to allow heating of the test fluid when elevated temperatures are required for test.
 - 4. Hydraulic force pump, approved by the ENGINEER, shall be provided. Suitable hose and suction pipe required. Strainer shall be provided on suction side of pump.
 - 5. Relief Valve - Set at a pressure to relieve at 20 to 25% above the required test pressure.
 - 6. Pressure Gauge(s) - Capable of reaching 50% over the test pressure. These should be located at the pump discharge and any other place deemed convenient by the CONTRACTOR.
 - 7. Pressure gauges and relief valves shall be checked for accuracy before use in test procedures.
- B. Pneumatic Test

1. CONTRACTOR shall provide a compressor capable of the required test pressure.
 2. Valves shall be provided on the discharge side of the compressor.
 3. Relief valve shall be provided to relieve at 10 to 15% over the test pressure.
 4. Pressure gauge(s) capable of reaching 50% over the test pressure shall be provided. A gauge shall be located on the compressor discharge and other location as required.
- C. Gravity Exfiltration Test
1. Water of sufficient capacity to perform 24-hr test.

PART 3 EXECUTION

3.1. GENERAL

- A. The entire length of the installed gravity lines and the pressure lines shall be field tested for water tightness.
- B. Hydrostatic pressure and leakage tests shall be made on all pressure pipelines carrying wastewater or water.
- C. All labor and equipment, including test pump with regulated by-pass meters and gauges required for conducting pipeline tests, shall be furnished by the CONTRACTOR. The CONTRACTOR shall furnish equipment and necessary piping as required to transport water used in testing from source to test location.
- D. Time and sequence of testing shall be scheduled by the CONTRACTOR, subject to observation and approval by the OWNER. The CONTRACTOR shall provide adequate labor, tools and equipment to operate valves and to locate and repair any leaks discovered during the initial filling of the pipeline prior to actual testing or during the course of the tests.

3.2. TEST PROCEDURES FOR GRAVITY PIPELINES

- A. All gravity flow ductile iron pipe, concrete pressure pipe, PVC pipe, and reinforced concrete sewer pipe shall be installed and backfilled and then tested using either Infiltration or Exfiltration Water Testing or Low-Pressure Air Testing and deflection tested using an Allowable Deflection Test (for flexible piping).
- B. For construction within the 25-year floodplain, the Infiltration/Exfiltration shall not exceed 10 gallons per inch diameter per mile of pipe per 24 hours at the minimum test head.
 1. Exfiltration Water Testing
 - a. The section of pipe to be tested shall be filled with water and allowed to stand for such time as is required for the pipeline to adsorb such water as it will and for the escape of all air from the line. The sections undergoing test shall be carefully examined for leakage. All known leaks shall be repaired, regardless of these test requirements.
 - b. The line shall then be filled to a reference level in a manhole or in a reservoir of sufficient capacity to allow for a reference level to be established. The reservoir must be of sufficient capacity to not allow the water level to drop below the crown of the pipe during the 24- hour test period. If the water level drops below the crown of the pipe, the test shall be voided and run again or until such time the water level is maintained above the crown throughout the duration of the test.
 - c. At the end of a 24-hour period, water, if needed, shall be added to the line to bring the water level back to the referenced line. All water added shall be accurately measured by an approved water meter so that an exfiltration rate can be established.
 - d. Leakage during the above test shall not exceed a rate equal to 25 gallons per inch of internal diameter per mile per 24 hours.
 - e. All observed leaks shall be repaired regardless of the measured leakage rate.
 2. Infiltration Water Testing
 - a. When gravity sewers are installed below the groundwater level an Infiltration Test shall be used in lieu of the Exfiltration Test.

- b. The total infiltration, as determined by a hydrostatic head test shall not exceed 25 gallons per inch diameter per mile of pipe per 24 hours at a minimum test head of two feet above the crown of the pipe at the upstream manhole, or at least two feet above the existing groundwater level, whichever is greater.
3. Low Pressure Air Testing
- a. This test shall conform to the procedure described in ASTM C828, ASTM C924, C-1103, F-1417 or other appropriate procedures. Air testing of sections of pipe shall be limited to lines less than 36-inch average inside diameter. Lines 36-inch average inside diameter and larger shall be air tested at each joint per ASTM C-1103. The minimum time allowable for the pressure to drop from 3.5 pounds per square inch gauge to 2.5 pounds per square inch gauge during joint test, regardless of pipe size, shall be 20 seconds. for sections of pipe less than 36-inch average inside diameter, the minimum time allowable for the pressure to drop from 3.5 pounds per square inch gauge to 2.5 pounds per square inch gauge shall be computed by the following equation:

$$T = 0.085 (D) (K) / (Q)$$

Where T = time for pressure to drop 1.0 pound per square inch gauge in seconds
 K = 0.000419DL, but not less than 1.0
 D = average inside diameter in inches
 L = length of line of same pipe size being tested in feet
 Q = rate of loss, assume 0.0015 ft³/min/sq. ft. internal surface

All observed leaks shall be repaired regardless of the air test results.

4. Allowable Deflection Test
- a. Pipe deflection testing shall be conducted on all gravity pipes constructed of flexible materials.
 - b. Pipe deflection measured not less than ninety (90) days after the backfill has been completed as specified shall not exceed five (5.0) percent. Deflection shall be computed by multiplying the amount of deflection (nominal diameter less minimum diameter when measured) by 100 and dividing by the nominal diameter of the pipe.
 - c. Deflection shall be measured with a rigid mandrel (Go/No-Go) device cylindrical in shape and constructed with a minimum of nine evenly shaped arms or prongs. Drawings of the mandrel with complete dimensions shall be submitted to the ENGINEER for each diameter of pipe to be tested. The mandrel shall be hand pulled by the CONTRACTOR through all sewer lines.
 - d. Any section of sewer not passing the mandrel shall be uncovered at the CONTRACTOR'S expense and the bedding and backfill replaced to prevent excessive deflection. Repaired pipe shall be retested and/or replaced by the CONTRACTOR at no additional cost to the OWNER.

3.3. TEST PROCEDURES FOR PRESSURE PIPELINES

A. General

- 1. After the pipe has been laid and backfilled and the backfill has been otherwise consolidated, all newly laid pipe, or any valved section thereof, shall be subjected to the hydrostatic pressure specified below for that particular type of pipe. The duration of each pressure test shall be at least two hours and each leakage test at least four hours, unless otherwise specified or noted on the Drawings. All meters, fixtures, devices or appliances which are connected to the pipeline system and which might be damaged if subjected to the specified test pressure shall be disconnected and the ends of the branch lines plugged or capped during the testing procedures.
- 2. Each valved (capped or plugged) section of pipe shall be filled slowly with water and all air shall be expelled. If permanent air vents are not located at all high points, the CONTRACTOR shall install corporation or blow-off cocks at such points so that air can be expelled as filling takes

place. After verification that all air has been expelled, the cocks shall be closed and the pipe kept filled until tested. All exposed pipe, fittings, valves, hydrants and joints shall be examined while under test pressure and all visible leaks shall be stopped. Any cracked or defective pipe, fittings, valves or hydrants discovered during testing shall be removed and replaced by the CONTRACTOR. Replacement shall be with sound material and the test shall be repeated until satisfactory to the OWNER.

B. Special Requirements

1. Where any section of pipeline is provided with concrete thrust blocking, the hydrostatic pressure test shall not be made until at least 5 days have elapsed after installation of the blocking. However, if high-early-strength cement is used in the concrete, 2 days shall elapse prior to testing.

C. Hydrostatic Tests

1. After compliance with all applicable procedures described above, pressure of 150% of the pipe's design operating pressure shall be applied. This pressure, based on the lowest point of the line or section under test, shall be corrected to the relative elevation of the test gauge and the pressure maintained for a period of not less than two hours. The CONTRACTOR shall submit pipe testing schedule to ENGINEER prior to testing. The ENGINEER shall be contacted for design and test pressures of pressure pipelines.

D. Leakage Tests

1. Leakage shall be defined as the quantity of water that must be supplied into the newly laid pipe, or any valved section thereof, to maintain the specified leakage test pressure after the air in the pipeline has been expelled and the pipe has been filled with water.
2. Leakage shall be determined by recording the measured quantity of water pumped into the pipeline to maintain a pressure within 5 psi of the specified test pressure. Leakage test shall be performed for a minimum of four hours. Leakage rate shall be calculated by extrapolation of the total leakage during the testing period to a 2-hour period. Leakage test pressure shall be 50% above normal operating pressure of the pipeline.
3. Allowable leakage for the types of pipe used shall be as follows:
 - a. Cast Iron, Ductile Iron and PVC. Allowable as permitted by AWWA Standard C-600, "Installation of Gray and Ductile Cast-Iron Water Mains and Their Appurtenances", which is not to exceed that determined by the formula:
$$L = (SD\sqrt{P})/148,000$$
 - b. where L is the allowable leakage in gallons per hour,
 - c. S is the length of pipeline tested in feet,
 - d. D is the nominal diameter of the pipe in inches, and
 - e. P is the average test pressure during the leakage tests in pounds per square inch gauge.
4. In the event any section of the line tested fails to meet the above specified requirements for water tightness, the cause of the excessive leakage shall be determined and remedied at the expense of the CONTRACTOR, including retesting if required.

E. Pneumatic Tests

1. Pneumatic testing of piping systems shall be used when directed by the ENGINEER when water, or other liquid, cannot be introduced into the line, or as a supplement to a hydrostatic test.
2. Pneumatic testing shall be performed using accurately calibrated instruments and oil-free, dry air. Tests shall be performed only after the piping has been completely installed, including supports, hangers, anchors and inspected for proper installation. All parts of the system shall be subject to the test pressure specified. The CONTRACTOR shall take all precautions to protect test personnel. All piping to be tested shall be secured to prevent damage to adjacent piping and equipment in the event of a pipe or joint failure. The CONTRACTOR shall notify the ENGINEER prior to starting the test.

3. A preliminary pneumatic test not to exceed 25 psig shall be applied to the piping system prior to final leak testing, as a means of locating major leaks. Examination for leakage, detected by soap bubbles, shall be made at all joints and connections. After all visible leaks have been corrected, the pressure in the system shall be increase in steps of approximately 1/10 of the test pressure until the required test pressure has been reached. The test pressure shall be continuously maintained for a minimum time of 10 minutes (no drop in pressure over this time) and for such additional time as may be necessary to conduct a soap bubble examination for leakage. The piping system, exclusive of possible localized instances at pump or valve packing, shall show no evidence of leakage. Any visible leakage shall be corrected at no additional cost to the OWNER.

3.4.FINAL ACCEPTANCE

- A. No pipe installation will be accepted until all known leaks have been repaired whether or not leakage is within allowable limits. Locating and repairing of leaks shall be performed by the CONTRACTOR at no additional cost to the OWNER.
- B. The OWNER's representative will certify that all required pressure and leakage tests have been successfully completed before the pipeline is accepted.

3.5.CLEANING

- A. At the conclusion of the work, thoroughly clean all pipelines by flushing with water or other means to remove all dirt, stones, pieces of wood, or other material that may have entered the pipes during the construction period. Debris cleaned from the lines shall be removed from the low end of the pipeline. If, after this cleaning, obstructions remain, they shall be removed in an approved manner. After the pipelines are cleaned and if the groundwater level is above the pipe or following a heavy rain, the ENGINEER will examine the pipes for leaks. If any defective pipes or joints are discovered, they shall be repaired.

END OF SECTION

SECTION 33 05 05 BURIED PIPING INSTALLATION

PART 1 GENERAL

1.1. 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, cleaning, and disinfecting.
 - 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. Valves, specials and appurtenances shall be as specified in other Division 15 Sections.

B. Coordination: Review Installation Procedures Under Other Sections And Eoordinate With The Work That Is Related To This Section.

1.2. SUBMITALS

A. Shop Drawings: Submit for approval the following:

1. I. Sire, class and other details of pipe to be used.
2. Information on typical joint and harnessing details.

B. Tests:

1. Submit description of proposed testing methods, procedures and apparatus.
2. Submit copies of all test reports.

C. Record Drawings:

1. During progress of the Work, keep an up-to-date set of drawings showing field modifications.
2. 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 plan with all reference dimensions and elevations required for complete record drawings of the piping systems.
3. The Drawings Shall Be Furnished Not Later Than 30 Days After Substantial Completion of the work.

1.3. PRODUCT 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. 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 free from dirt and foreign matter.

PART 2 PRODUCTS

2.1. MATERIALS

- A. Pipe materials are specified under each applicable pipe material sections of Division 33.
- B. Pipe Marking:
 - a. General:
 - b. Each piece of pipe or fitting shall be clearly marked with a designation which shall conform with designations shown on the Shop Drawings.
 - c. Class designation shall be cast or painted on each piece of pipe or fitting four inches in diameter and larger.
- 2. Piping, smaller than 4-inch diameter shall be clearly marked by manufacturer as to material, type and rating.
 - a. Underground Warning Tape:
 - b. CONTRACTOR shall place magnetic warning tape approximately 12 to 18 inches below grade in all pipe trenches.
 - c. Buried water piping warning tape:
 - 1) Message: "CAUTION-BURIED WATERLINE."
 - 2) Size and Color: 3-inch wide and blue background with black lettering.
 - d. Buried Sewer Piping and Force Main Warning Tape:
 - 1) Message: "CAUTION - BURIED SEWER LINE."
 - 2) Size and Color: 3-inch wide and green background with black lettering.
- C. Product and Manufacturer: Terra Tape Sentry Line By Reef Industries Or Equal.

PART 3 EXECUTION

3.1. 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 31 of these-specifications.
- B. Bedding Pipe:
 - 1. Select Backfill Material: Select material for backfilling pipe trenches shall be as specified in Section 31 23 00.
 - 2. Select Bedding and Backfill Installation: Promptly after the pipe is laid, all trenches and excavation shall be backfilled and compacted until it covers the pipe at least one foot. This 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 and backfill material 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
 - 3. No piping shall be laid until ENGINEER approves the bedding condition.
 - 4. No pipe shall be brought into position until the preceding length has been bedded and secured in its final position.
 - 5. All ledge rocks, boulders, and large stones shall be removed during trench excavation to provide a minimum clearance of four inches below and on each side of all pipe.

C. Laying Pipe:

1. Comply with manufacturer's instructions.
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. Sewers shall be laid at least 10 feet horizontally from any existing or proposed water main and where the sewer line crosses a water main, the sewer line shall be laid to provide a minimum vertical separation of 18 inches between the outside of the water main and the outside of the sewer line.
19. In addition to Paragraph 3.1.C.18, CONTRACTOR shall protect water supplies in accordance with Section 28 of the Department of Environmental Quality guidance.

D. Jointing Pipe: General:

1. Clean completely all jointing surfaces and adjacent areas immediately before mating joint.
2. Lubricate and adjust gaskets as recommended by manufacturer.
3. After gaskets are compressed and before pipe is brought fully home, each gasket shall be carefully checked for proper position around full circumference of the joint.
4. Conform to manufacturer's recommendations pertaining to jointing pipe.

3.2. RESTRAINTS, SUPPORTS AND THRUST BLOCKS:

1. Install restrained joints as shown, specified, required, and as recommended by manufacturer.

2. Provide concrete and steel collars, thrust blocks and cradles as shown or otherwise approved by ENGINEER.

3.3. TRANSITIONS FROM ONE TYPE OF PIPE TO ANOTHER:

- A. 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.

3.4. CLOSURES:

- A. Provide all closure pieces shown or required to complete the Work.
- B. Locate closures in straight runs of pipe.

3.5. BACKFILLING:

- A. Conform to applicable requirements of the Division 31 Specifications.
- B. Backfill by hand and use hand or pneumatic tamping until pipe is covered by at least one foot of backfill.
- C. Concrete Pipe Supplementary Requirements:
 1. Conform to Paragraph 3.1.C above, unless otherwise specified and in accordance with applicable recommendations of the following:
 - a. AWWA Manual M9.
 - b. Concrete Pipe Handbook.
 2. Joints: Joints shall be made so that alignment and slope are in accordance with the drawings. Joints shall be inspected and approved by the ENGINEER before backfilling.

3.6. 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 connections are to be made, or which become disturbed during earth moving operations, or which may be affected by the work in any way.
 3. Conform to applicable requirements of Section 02 41 00, Demolition, 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.

3.7. TESTING OF PIPING

- A. General:
 1. Contractor shall conduct high-pressure leakage test for all potable water, and sewer force main pipe.
 2. Notify ENGINEER 48 hours in advance of testing.
 3. Provide all testing apparatus.
 4. Pipelines which fail to hold specified test pressure or which exceed the allowable leakage rate shall be repaired and retested.
 5. Test pressures required are at the lowest elevation of the pipeline section being tested unless otherwise specified.
 6. Unless otherwise approved, conduct all tests in the presence of the ENGINEER.
- B. High-Pressure and Leakage Test:
 1. After the pipe has been laid and backfilled, all newly laid pipe or any valved section thereof shall be subjected to a hydrostatic pressure of 150 psi unless shown to be different in piping schedule. The duration of each pressure test shall be at least 24 hours.
 2. Each valved section of pipe shall be slowly filled with water and the specified test pressure (based on the elevation of the lowest point of the line or section under test and corrected to the

elevation of the test gauge) shall be applied by means of a pump connected to the pipe in a manner satisfactory to the ENGINEER. The pump, pipe connection, gauges and all necessary apparatus shall be furnished by the Contractor. The Contractor shall furnish all necessary assistance for conducting the tests.

3. Before applying the specified test pressure, all air shall be expelled from the pipe. If permanent air vents are not located at all high points, the Contractor shall install corporation stops at such points, so that the air can be expelled as the line is filled with water. After all air has been expelled, the corporation cocks shall be closed and the test pressure applied.
4. All exposed pipe, fittings, valves, hydrants and joints shall be carefully examined during the test. Any cracked or defective pipe, fittings, valves or hydrants discovered in consequence of this pressure test shall be removed and replaced by the Contractor with sound material. The test shall be repeated until satisfactory to the ENGINEER.
5. A leakage test shall be conducted by the Contractor after the pressure test has been satisfactorily completed. The duration of each leakage test shall be 6 hours. During the test, the main shall be subjected to a pressure of 150 psi unless shown to be different in piping schedule.
6. Leakage shall be defined as the quantity of water that must be supplied into the newly laid pipe or any valved section thereto to maintain the specified leakage test pressure after the air in the pipe line has been expelled and the pipe has been filled with water.
7. No pipe installation will be accepted if the leakage is greater than that determined by the formula " $L = ND/302$ ".
8. Where "L" is the allowable leakage in gallons per hour, "N" is the number of joints in the length of pipe line tested; and "D" is the nominal diameter of the pipe measured in inches.

3.8. CLEANING AND DISINFECTION

- A. All piping shall be thoroughly cleaned and flushed in a manner approved by ENGINEER prior to placing in service. Piping 24 inches diameter and larger shall be inspected from inside and all debris, dirt and foreign matter removed.
- B. Disinfection:
 1. Disinfect all potable water piping.
 2. Completely clean interior of all piping and 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. CONTRACTOR shall provide all temporary piping, hose, valves, appurtenances, and services required.
 5. Chlorine will be supplied by CONTRACTOR.
 6. Bacteriologic tests will be sampled by the ENGINEER or a certified water plant operator of the OWNER and analyzed by the Mississippi State Department of Health.
 7. 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.
 8. Complete disinfection shall be defined as "No Coliform Present" for samples taken on two consecutive days.
 9. Sewer force main and gravity sewer do not have to be disinfected.

END OF SECTION

SECTION 33 05 19 BURIED DUCTILE IRON PIPE AND FITTINGS

PART 1 GENERAL

1.1. DESCRIPTION

A. SCOPE OF WORK

1. Furnish all labor, materials, equipment and incidentals required, install, and test ductile iron pipe and fittings for yard piping as shown on the Drawings and as specified herein.
2. Yard piping shall include all piping and fittings extending outward, upward and downward into the ground from the outside face of all buildings. Unless otherwise noted, non-buried pipe outside a building, including in utility tunnels, shall be specified in Division 33. Yard piping shall begin at the outside face of the buildings. The first joint shall be not more than two feet from the outside face of the building or structure unless otherwise shown on the Drawings. Yard piping shall include all piping in valve vaults, manholes, cleanouts and similar yard structures.
3. Piping shall be located substantially as shown on the Drawings. The ENGINEER reserves the right to make such modifications in locations as may be found desirable to avoid interference between pipes or for other reasons. Pipe fitting notation is for the CONTRACTOR'S convenience and does not relieve him/her from installing and jointing different or additional items where required to achieve a complete piping system.
4. Where the word "pipe" is used it shall refer to pipe, fittings, or appurtenances unless otherwise noted.

1.2. SUBMITTALS

- A. Submit to the ENGINEER, in accordance with Section 040 61 13 shop drawings and product data for review.
- B. Submit a tabulated laying schedule and lay drawings which references stations and invert elevations as shown on the Drawings as well as all fittings, bends, outlets, restrained joints, tees, special deflection bells, adapters, solid sleeves and specials, along with the manufacturer's drawings and specifications indicating complete details of all items. The laying schedule shall show pipe class, class coding, station limits and transition stations for various pipe classes. The above shall be submitted to the ENGINEER for approval before manufacture and shipment. The location of all pipes shall conform to the locations indicated on the Drawings. Pipe shall not be supplied from inventory.
- C. Submit a schedule of restrained joint lengths, indicating the number of joints upstream and downstream of fittings to be restrained and the proposed method.
- D. Submit anticipated production and delivery schedule.
- E. Prior to shipment of pipe, submit a certified affidavit of compliance from the manufacturer stating that the pipe, fittings, gaskets, linings and exterior coatings for this project have been manufactured and tested in accordance with AWWA and ASTM standards and requirements specified herein.

1.3. REFERENCE STANDARDS

- A. American Society for Testing and Materials (ASTM)
 1. ASTM A 193 - Alloy-Steel and Stainless Steel Bolting for High Temperature or High Pressure Service and Other Special Purpose Applications.
 2. ASTM A 194 - Carbon Steel, Alloy Steel, and Stainless Steel Nuts for Bolts for High Pressure or High Temperature Service, or Both.
 3. ASTM C 150 - Portland Cement.
- B. American Water Works Association (AWWA)
 1. AWWA C 104 - Cement-Mortar Lining for Ductile-Iron Pipe and Fittings.
 2. AWWA C 105 - Polyethylene Encasement for Ductile-Iron Pipe Systems.

3. AWWA C 110 - Ductile-Iron and Gray-Iron Fittings.
4. AWWA C111 - Rubber-Gasket Joints for Ductile-Iron Pressure Pipe and Fittings.
5. AWWA C150 - Thickness Design of Ductile-Iron Pipe.
6. AWWA C151 -Ductile-Iron Pipe, Centrifugally Cast.
7. AWWA C153 - Ductile-Iron Compact Fittings.
8. AWWA C600 - Installation of Ductile-Iron Water Mains and Their Appurtenances.

C. Where reference is made to one of the above standards, the revision in effect at the time of bid opening shall apply.

1.4. QUALITY ASSURANCE

- A. Each length of ductile iron pipe supplied for the project shall be hydrostatically tested at the point of manufacture to 500 psi for a duration of 10 seconds per AWWA C151. Testing may be performed prior to machining bell and spigot. Failure of ductile iron pipe shall be defined as any rupture of the pipe wall. Certified test results shall be furnished in duplicate to the ENGINEER prior to time of shipment
- B. All ductile-iron pipe and fittings to be installed under this project shall be inspected and tested at the foundry as required by the standard specifications to which the material is manufactured. Furnish in duplicate to the ENGINEER sworn certificates of such tests and their results prior to the shipment of the pipe.
- C. All pipe and fittings to be installed under this Contract may be inspected at the plant for compliance with this Section by an independent testing laboratory selected by the OWNER at the OWNER'S expense.
- D. Inspection of the pipe and fittings will also be made by the ENGINEER or representative of the OWNER after delivery. The pipe shall be subject to rejection at any time on account of failure to meet any of the requirements specified herein, even though sample pipes may have been accepted as satisfactory at the place of manufacture. Pipe rejected after delivery shall be marked for identification and shall be removed from the job.
- E. All pipe and fittings shall be permanently marked with the following information:
 1. Manufacturer, date.
 2. Size, type, class, or wall thickness.
 3. Standard produced to (AWWA, ASTM, etc.).

1.5. DELIVERY, STORAGE AND HANDLING

- A. Care shall be taken in loading, transporting, and unloading to prevent injury to the pipe. Under no circumstances shall the pipe be dropped or skidded against each other. Slings, hooks, or pipe tongs shall be used in pipe handling.
- B. Materials, if stored, shall be kept safe from damage. The interior of all pipe, fittings and other appurtenances shall be kept free from dirt or foreign matter at all times.
- C. Pipe shall not be stacked higher than the limits recommended by its manufacturer. The bottom tier shall be kept off the ground on timbers, rails, or concrete. Stacking shall conform to manufacturer's recommendations.
- D. Gaskets for mechanical and push-on joints to be stored shall be placed in a cool location out of direct sunlight. Gaskets shall not come in contact with petroleum products. Gaskets shall be used on a first-in, first-out basis.

PART 2 PRODUCTS

2.1. MATERIALS

- A. Pipe
 1. Ductile iron pipe shall conform to AWWA C151. Pipe shall be supplied in standard lengths as much as possible.

2. Thickness design shall be per AWWA C150, except provide minimum Class 350 for piping 12 inches and smaller, provide minimum Class 250 for piping from 14 to 24 inches and provide minimum Class 150 for piping 30 inches and larger.
3. Ductile iron pipe and fittings shall be by U.S. Pipe and Foundry Company, Inc.; American Cast Iron Pipe Company; or equal.

B. Joints

1. Joints for ductile iron pipe shall be rubber-gasket push-on joint or rubber-gasket mechanical joint. Rubber-gasket joints shall conform to AWWA C111. Gaskets shall be of SBR.
2. All pressure piping systems (piping on the discharge side of pumps) shall be restrained as follows. CONTRACTOR shall Submit a restrained joint length schedule indicating the number of joints upstream and downstream of each fitting to be restrained. Joint lengths shall be based on a friction coefficient of 0.25 and a test pressure as specified in Section 33 01 12. Restrained joints shall be suitable for the pipe test pressures as specified in Paragraph 3.4 of this section.
 - a. For piping four inches diameter and larger, restrained joints shall be "Locked-type" push-on joints manufactured by the pipe and fitting manufacturer that utilize restraint independent of the joint gasket. These joints shall employ a positive locking feature (bar welded to spigot end) such as TR-Flex by U.S. Pipe; Flex-Ring or Lok-Ring by American Cast Iron Pipe Company. A laying schedule shall be submitted for proprietary joint restraint systems which do not allow cutting of the pipe in the field. Restrained joints shall be suitable for the specified test pressure. CONTRACTOR shall submit a restrained joint length table for ENGINEER review prior to installation of piping. Table shall indicate fittings to be restrained and all joints upstream and downstream of fittings to be restrained.
 - b. For piping 12 inches diameter and smaller, piping can be mechanically joined and mechanical joint retainer glands as manufactured by EBAA Iron Inc. or Star Pipe Products can be selected for restraint. The mechanical joint restraints shall be incorporated in the design of a follower gland. The gland shall be manufactured of ductile iron conforming to ASTM A536. Dimensions of the gland shall be such that it can be used with the standardized mechanical joint bell and tee-head bolts as specified with the pipe. The restraint mechanism shall consist of numerous individually activated gripping surfaces to maximize restraint capability. The gripping surfaces shall be wedges designed to spread the bearing surfaces on the pipe. Twist-off nuts, sized same as tee-head bolts, shall be used to ensure proper actuating of restraining devices. When the nut is sheared off, standard hex nut shall remain. The mechanical joint restraint device for ductile iron pipe shall have a working pressure of at least 250 psi with a minimum safety factor of 2:1. CONTRACTOR shall submit a restrained joint length table for ENGINEER review prior to installation of piping. Table shall indicate fittings to be restrained and all joints upstream and downstream of fittings to be restrained.
3. For piping under static head between structures, pipe fittings may be restrained with thrust blocks in lieu of the joint restraint systems described above with ENGINEER approval. Thrust blocks shall be sized and installed in accordance with the Drawings. If joint restraint is used, submit a restrained joint length table. Joint lengths shall be based on a friction coefficient of 0.25.
4. Sleeve couplings for buried ductile iron pipe shall be as specified in Section 40 05 09 Pipe Sleeves.
5. Ductile iron pipe connections to existing reinforced concrete cylinder piping (RCCP) and reinforced concrete pipe (RCP) shall be made using a suitable RCCP adapter. See Drawings for connection details.

C. Fittings

1. Pipe fittings shall be ductile iron with pressure rating of 350 psi for 24 inches and smaller piping and 250 psi for 30 inches and larger piping. Fittings shall meet the requirements of AWWA C110

- or AWWA C153 as applicable. Fittings shall have the same pressure rating, as a minimum, of the connecting pipe. Fittings shall have same restraint joint system as connecting piping.
2. Closures shall be made with mechanical joint ductile iron solid sleeves and shall be located in straight runs of pipe at minimum cover outside the limits of restrained joint sections. Location of closures shall be subject to approval of the ENGINEER.
- D. Interior Lining
1. Ductile iron pipe and fittings for water service shall have a cement mortar lining (single thickness) and asphaltic seal coat in accordance with AWWA C104. The cement shall be Type II per ASTM C150.
 2. Ductile iron pipe and fittings for sewer service shall be coated with Protecto 401.
 3. Ductile iron pipe and fittings for air service shall be unlined.
- E. Exterior Corrosion Protection
1. Buried pipe shall be installed with polyethylene encasement conforming to AWWA C105.
 2. The polyethylene sheet shall be 8 mils thick minimum.

PART 3 EXECUTION

3.1. GENERAL

- A. Care shall be taken in loading, transporting and unloading to prevent injury to the pipe or coatings. Pipe and fittings shall not be dropped. All pipe and fittings shall be examined before laying and no piece shall be installed which is found to be defective. Damage to the pipe coatings shall be repaired per manufacturer's recommendations.
- B. If any defective pipe is discovered after it has been laid, it shall be removed and replaced with a sound pipe in a satisfactory manner. All pipe and fittings shall be thoroughly cleaned before laying, shall be kept clean until they are used in the work and when installed or laid, shall conform to the lines and grades required.

3.2. INSTALLING DUCTILE IRON PIPE AND FITTINGS

- A. Ductile iron pipe and fittings shall be installed in accordance with requirements of AWWA C600, except as otherwise specified herein. A firm, even bearing throughout the length of the pipe shall be provided by digging bell holes at each joint and by tamping backfill materials at the side of the pipe to the springline per details shown on the Drawings.
- B. All pipe shall be sound and clean before laying. When laying is not in progress, open ends of the pipe shall be closed by a watertight plug or other approved means. Sufficient backfill shall be placed to prevent flotation.
- C. All ductile iron pipe laid underground shall have a minimum of three feet of cover unless otherwise shown on the Drawings or as specified herein. Pipe shall be laid such that the invert elevations shown on the Drawings are not exceeded.
- D. Fittings, in addition to those shown on the Drawings shall be provided, where required, in crossing utilities that may be encountered upon opening the trench. Solid sleeve closures shall be installed at locations approved by the ENGINEER.
- E. The pipe interior shall be maintained dry and broom clean throughout the construction period.
- F. When cutting pipe is required, the cutting shall be done by machine, leaving a smooth cut at right angles to the axis of the pipe. Cut ends of pipe to be used with a bell shall be beveled to conform to the manufactured spigot end. Cement lining shall be undamaged. Field cut ends shall be sealed with Protecto 401 in accordance with manufacturer's instructions. Cutting of restrained joint pipe will not be allowed, unless approved at specific joints in conjunction with the use of restrainer glands by EBAA Iron or field adaptable restrained joints.
- G. Jointing Ductile-Iron Pipe
 1. Push-on joints shall be made in strict accordance with manufacturer's instructions and AWWA C600. Pipe shall be laid with bell ends looking ahead. A rubber gasket shall be inserted in the

groove of the bell end of the pipe. The joint surfaces shall be cleaned and lubricated and the plain end of the pipe shall be aligned with the bell of the pipe to which it is to be joined and pushed home.

2. Mechanical joints shall be assembled in strict accordance with the manufacturer's instructions and AWWA C600. Pipe shall be laid with bell ends looking ahead. To assemble the joints in the field, thoroughly clean and lubricate the joint surfaces and rubber gasket. Bolts shall be tightened to the specified torques. Under no condition shall extension wrenches or pipe over handle of ordinary ratchet wrench be used to secure greater leverage.
 3. Bolts in mechanical or restrained joints shall be tightened alternately and evenly.
 4. Restrained joints shall be installed according to pipe manufacturer's instructions.
- H. Install polyethylene encasement around ductile iron pipe in accordance with pipe manufacturer's recommendations.
- I. All blow-offs, outlets, valves, fittings, and other appurtenances required shall be set and jointed as indicated on the Drawings in accordance with the manufacturer's instructions.

3.3. CONNECTIONS TO STRUCTURES

- A. Wherever a pipe three inches in diameter or larger passes from concrete encasement to earth horizontally or from a structure wall pipe to earth horizontally, a double joint connection shall be used whether or not shown on the Drawings. See Drawings for acceptable pipe joint types at connections to structures.
- B. Wall pipes shall have a thrust collar located at mid-depth of wall.
- C. Piping underneath structures shall be concrete encased.

3.4. TESTING

- A. Testing shall be done in accordance with Section 33 01 12.
- B. All valves and valve boxes shall be properly located and installed and operable prior to testing. Bulkheads shall be provided with a sufficient number of outlets for filling and draining the line and for venting air.

3.5. CLEANING

- A. At the conclusion of the work, thoroughly clean all piping by flushing with water or other means to remove all dirt, stones, pieces of wood, or other material which may have entered during the construction period. All debris shall be removed from the pipeline. The lowest segment outlet shall be flushed last to assure debris removal.

3.6. DISINFECTION

- A. Ductile iron pipe used for potable water service shall be disinfected per Section 33 01 10, Disinfection of Potable Water Facility after cleaning. Provide all necessary equipment and labor for the disinfection.
- B. Disinfection shall be in accordance with AWWA C651.

END OF SECTION

SECTION 33 05 31.16
POLYVINYL CHLORIDE PRESSURE PIPE FOR WATER TRANSMISSION
AND DISTRIBUTION (AWWA C900 AND AWWA C905)

PART 1 GENERAL

1.1. DESCRIPTION

A. SCOPE OF WORK

1. Furnish all labor, materials, equipment and incidentals required and install and test buried polyvinyl chloride (PVC), AWWA C900 and C905 water pipe and fittings, complete as shown on the Drawings and as specified herein.
2. Pipe or piping refers to all pipe, fittings, material and appurtenances required to construct PVC water pipe complete, in place.
3. Buried, small diameter (piping with diameter less than 4 inches) chemical, water, and drain piping shall be as specified in Section 33 05 05.

1.2. SUBMITTALS

- A. Submit to the ENGINEER, in accordance with Section 040 61 13 Submittals, the name of the pipe and fitting manufacturers and a list of materials to be furnished by each manufacturer. Also, include information on local representative for each manufacturer, if product is sold through a distributor.
- B. Shop Drawings including piping layouts and schedules shall include dimensioning, fittings, types and locations of valves and appurtenances, joint details, methods and location of supports, anchorage, gasket material, grade of material and all other pertinent technical information for all items to be furnished. Include catalog cut sheets and other information on the proposed joint restraint systems to be used.
- C. Prior to each shipment of pipe, certified test reports that the pipe for this Contract was manufactured and tested in accordance with the ASTM and AWWA Standards specified herein shall be submitted.

1.3. REFERENCE STANDARDS

A. American Society for Testing and Materials (ASTM)

1. ASTM D 1784 - Standard Classification System and Basis for Specification for Rigid Poly(Vinyl Chloride) (PVC) Compounds and Chlorinated Poly(Vinyl Chloride) (CPVC) Compounds.
2. ASTM D 1785 - Standard Specification for Poly(Vinyl Chloride) (PVC) Plastic Pipe, Schedules 40, 80, and 120.
3. ASTM D 2241 - Standard Specification for Poly (Vinyl Chloride) PVC Pressure Rated Pipe (SDR Series).
4. ASTM D 2464 - Standard Specification for Threaded Poly(Vinyl Chloride) (PVC) Plastic Pipe Fittings, Schedule 80.
5. ASTM D 2466 - Standard Specification for Poly(Vinyl Chloride) (PVC) Plastic Pipe Fittings, Schedule 40.
6. ASTM D 2467 - Standard Specification for Poly(Vinyl Chloride) (PVC) Plastic Pipe Fittings, Schedule 80.
7. ASTM D 2564 - Standard Specification for Solvent Cements for Poly(Vinyl Chloride) (PVC) Plastic Piping Systems.
8. ASTM D 2855 - Standard Practice for the Two-Step (Primer and Solvent Cement) Method of Joining Poly (Vinyl Chloride) (PVC) or Chlorinated Poly (Vinyl Chloride) (CPVC) Pipe and Piping Components with Tapered Sockets.
9. ASTM D 3139 - Standard Specification for Joints for Plastic Pressure Pipes Using Flexible Elastomeric Seals.

10. ASTM F 477 - Standard Specification for Elastomeric Seals (Gaskets) for Joining Plastic Pipe.
- B. American Water Works Association (AWWA)
 1. AWWA C110 - Ductile-Iron and Gray-Iron Fittings.
 2. AWWA C111 - Rubber-Gasket Joints for Ductile-Iron Pressure Pipe and Fittings.
 3. AWWA C600 - Installation of Ductile-Iron Water Mains and Their Appurtenances.
 4. AWWA C651 - Disinfecting Water Mains.
 5. AWWA C900 - Polyvinyl Chloride (PVC) Pressure Pipe and Fabricated Fittings, 4 In. Through 12 In. (100 mm Through 300 mm), for Water Transmission and Distribution.
 6. AWWA C905 - Polyvinyl Chloride (PVC) Pressure Pipe and Fabricated Fittings, 14 In. Through 48 In. (350 mm Through 1,200 mm), for Water Transmission and Distribution.
- C. National Sanitation Foundation (NSF)
 1. Standard No. 14 - Plastic Piping Components and Related Materials.
 2. Standard No. 61 - Drinking Water System Components - Health Effects.
- D. Where reference is made to one of the above standards, the revision in effect at the time of bid opening shall apply.

1.4. QUALITY ASSURANCE

- A. All AWWA C900 and C905 PVC pipe and fittings shall be from a single manufacturer. The supplier shall be responsible for the provisions of all test requirements specified in NSF Standard No. 14 as applicable. In addition, all PVC pipe to be installed under this Contract may be inspected at the plant for compliance with this Section by an independent testing laboratory provided by the OWNER. The CONTRACTOR shall require the manufacturer's cooperation in these inspections. The cost of plant inspection of all pipe approved for this Contract, plus the cost of inspection of a reasonable amount of disapproved pipe, will be borne by the OWNER.
- B. Inspections of the pipe may also be made by the ENGINEER or other representatives of the OWNER after delivery. The pipe shall be subject to rejection at any time on account of failure to meet any of the requirements specified herein, even though sample pipes may have been accepted as satisfactory at the place of manufacture. Pipe rejected after delivery shall be marked for identification and shall be removed from the job at once.

1.5. SYSTEM DESCRIPTION

- A. The equipment and materials specified herein are intended to be of standard types for use in transporting water, chemicals, and scum.
- B. CONTRACTOR is responsible for compatibility between pipe materials, fittings and appurtenances.

1.6. DELIVERY, STORAGE AND HANDLING

- A. All items shall be bundled or packaged in such a manner as to provide adequate protection of the ends during transportation to the site. Any pipe damaged in shipment shall be replaced by the CONTRACTOR at no additional cost to the OWNER.
- B. PVC items deteriorate in sunlight and are slightly brittle, especially at lower temperatures, so care shall be taken in loading, transporting and unloading items to prevent damage of the items. All items shall be examined before installation and no piece shall be installed which is found to be defective. Handling and installation of pipe and fittings shall be in accordance with the manufacturer's instructions, referenced standards and as specified herein.
- C. Any pipe or fitting showing a crack or which has received a blow that may have caused an incident fracture, even though no such fracture can be seen, shall be marked as rejected and removed at once from the work.
- D. While stored, pipe shall be adequately supported from below at not more than three feet intervals to prevent deformation. The pipe shall be stored in stacks no higher than that given in the following table:

- | | |
|--|--|
| E. <u>Pipe Diameter</u>
<u>(inches)</u> | F. <u>Max. No. of Rows</u>
<u>Stacked</u> |
| G. 8 or less | H. 5 |
| I. 12 to 21 | J. 4 |
| K. 24 to 30 | L. 3 |
| M. 33 to 48 | N. 2 |
| O. 54 and larger | P. 1 |
- Q. Pipe and fittings shall be stored in a manner that will keep them at ambient outdoor temperatures and out of the sunlight or delivered to the site so that no pipe is exposed to sunlight for more than 60 days. Temporary shading as required to meet this requirement shall be provided. Simple covering of the pipe and fittings that allows temperature buildup or direct or indirect sunlight will not be permitted
- R. If any defective item is discovered after it has been installed, it shall be removed and replaced with an exact replacement item in a satisfactory manner by the CONTRACTOR, at the CONTRACTOR'S own expense. All pipe and fittings shall be thoroughly cleaned before installation and the interior shall be kept clean until testing.
- S. In handling the items, use special devices and methods as required to achieve the results specified herein. No uncushioned devices shall be used in handling the item.

PART 2 PRODUCTS

2.1. POLYVINYL CHLORIDE (PVC) PIPE AND FITTINGS

A. AWWA C900 and C905 Pressure Pipe

1. PVC pressure pipe with diameter 4 inches through 12 inches shall conform to the requirements of AWWA C900 and all pipe with diameter 16 inches through 48 inches shall conform to the requirements of AWWA C905.
2. All pipe shall be Class 200 with a Dimension Ratio of 14.
3. The pipe shall be PVC 1120 made from PVC compounds Class 12454-A or 12454-B as defined in ASTM D1784.
4. Each pipe length shall be marked with the manufacturer's name or trademark, size, material code, pressure class, and AWWA designation number. Pipe used for potable water service shall also be marked with the seal of the testing agency that verified the pipe material for potable-water service.
5. C900 and C905 PVC pipe shall have bell and spigot push-on joints. The bell shall consist of an integral wall section with a solid cross-section elastomeric gasket securely locked in place to prevent displacement during assembly. Installation of elastomeric gasketed joints and performance of the joint shall conform to ASTM F477, ASTM D3139.
6. All piping systems shall be restrained using Star Pipe Series 1100C restrainers or equal bell/spigot restrainer by EBAA Iron. CONTRACTOR shall submit a restrained joint length schedule indicating the number of joints upstream and downstream of each fitting to be restrained. Joint lengths shall be based on a friction coefficient of 0.25 and a test pressure as specified in Section 33 01 12. Restrained joints shall be suitable for the pipe test pressures as specified in Paragraph 3.4 of this section.
7. Fittings for C900 and C905 PVC pipe shall be mechanical joint ductile iron conforming to AWWA C110 or C153. Buried valves and accessories for use with C900 and C905 pipe shall have mechanical joint ends. All ductile iron mechanical joint fittings shall be restrained using Star Pipe Series 3500 PVCgrip mechanical joint restrainer or equal product by EBAA Iron. Restraint systems for C900 and C905 PVC pipe shall be suitable for 200 psi test pressure.

B. POLYVINYL CHLORIDE (PVC) GRAVITY (SDR) PIPING

1. Pipe and Fitting Material:
 - a. Standard: ASTM D 1784.
 - b. Type: Cell Classification, 12454-B.
 2. Pipe:
 - a. Standard: ASTM D-3034.
 - b. Schedule: SDR-26.
 3. Joints:
 - a. Standard: ASTM D-3212.
 - b. Type: Integral bell and spigot.
 - c. Flexible seals: Elastomeric, conforming to ASTM F-477.
 - d. Lubricant: As recommended by manufacturer.
 4. Fitting:
 - a. Standard: ASTM D-3034.
 - b. Joint Standard: ASTM D-3212.
 - c. Schedule: SDR-26.
- C. POLYVINYL CHLORIDE (PVC) SMALL DIAMETER PIPING
1. Pipe and Fitting Material:
 - a. Standard: ASTM D 1784.
 - b. Type: Cell Classification, 12454-B.
 2. Pipe:
 - a. Standard: ASTM D 1784.
 - b. Designation: PVC 1120.
 - c. Schedule: Schedule 80.
 3. Joints:
 - a. General: Connect pipe by solvent cementing except where flanged or threaded fitting are required at expansion joints, valves, flowmeters, equipment connections or otherwise shown or directed.
 - b. Flanged Joints:
 - 1) Use flanges joined to pipe by solvent cementing.
 - 2) Flange Drilling and Dimensions: Comply with ANSI B 16.1.
 - 3) Flange Gaskets: Use Viton, full face gaskets unless other, more durable material is recommended by the pipe manufacturer for the service intended.
 - 4) Bolts and Nuts: Type 304 stainless steel.
 - c. Threaded Joints:
 - 1) Taper Pipe Threads: ANSI B2.1.
 - 2) Joint Preparation Teflon Tape.
 - d. Primer and Solvent Cement: Standard: ASTM D 2564.
 4. Fittings:
 - a. Socket-Type:
 - 1) Standard: ASTM D 2467.
 - 2) Wall Thickness: Schedule 80.
 - 3) Designation: PVC I.
 - b. Threaded-Type:
 - 1) Standard: ASTM D 2464.
 - 2) Wall Thickness: Schedule 80.

3) Designation: PVC I.

PART 3 EXECUTION

3.1. INSTALLATION OF PVC PIPE AND FITTINGS

- A. No single piece of pipe shall be laid unless it is straight. The centerline of the pipe shall not deviate from a straight line drawn between the centers of the openings at the ends of the pipe by more than 1/16 inch per foot of length. If a piece of pipe fails to meet this requirement check for straightness, it shall be rejected and removed from the site. Laying instructions of the manufacturer shall be explicitly followed.
- B. If any defective pipe is discovered after it has been installed, it shall be removed and replaced with a sound pipe in a satisfactory manner at no additional cost to the OWNER. All pipe and fittings shall be thoroughly cleaned before installation, shall be kept clean until they are used in the work and when laid, shall conform to the lines and grades required. PVC pipe and fittings shall be installed in accordance with requirements of the manufacturer, AWWA C600 or as otherwise provided herein.
- C. As soon as the excavation is complete to normal grade of the bottom of the trench, bedding shall be placed, compacted and graded to provide firm, uniform and continuous support for the pipe. Bell holes shall be excavated so that only the barrel of the pipe bears upon the bedding. The pipe shall be laid accurately to the lines and grades indicated on the Drawings. Blocking under the pipe will not be permitted. Bedding shall be placed evenly on each side of the pipe to mid-diameter and hand tools shall be used to force the bedding under the haunches of the pipe and into the bell holes to give firm continuous support for the pipe. Bedding shall then be placed to 12 inches above the top of the pipe. The initial 3 feet of backfill above the bedding shall be placed in 1-foot layers and carefully compacted. Generally, the compaction shall be done evenly on each side of the pipe and compaction equipment shall not be operated directly over the pipe until sufficient backfill has been placed to ensure that such compaction equipment will not have a damaging effect on the pipe. Equipment used in compacting the initial three feet of backfill shall be approved by the pipe manufacturer's representative prior to use.
- D. All pipe shall be sound and clean before installation. When installation is not in progress, including lunchtime, the open ends of the pipe shall be closed by watertight plug or other approved means. Good alignment shall be preserved during installation. The deflection at joints shall not exceed that recommended by manufacturer. Fittings, in addition to those shown on the Drawings, shall be provided, if required, in crossing utilities that may be encountered upon opening the trench.
- E. When cutting pipe is required, the cutting shall be done by machine, leaving a smooth cut at right angles to the axis of the pipe. Cut ends of pipe to be used with a bell shall be beveled to conform to the manufactured spigot end.
- F. The ENGINEER may examine each bell and spigot end to determine whether any preformed joint has been damaged prior to installation. Any pipe having defective joint surfaces shall be rejected, marked as such and immediately removed from the job site.
- G. Each length of the pipe shall have the assembly mark aligned with the pipe previously laid and held securely until enough backfill has been placed to hold the pipe in place. Joints shall not be "pulled" or "cramped".
- H. Before any joint is made, the pipe shall be checked to assure that a close joint with the next adjoining pipe has been maintained and that the inverts are matched and conform to the required grade. The pipe shall not be driven down to grade by striking it.
- I. Precautions shall be taken to prevent flotation of the pipe in the trench.
- J. When moveable trench bracing such as trench boxes, moveable sheeting, shoring or plates are used to support the sides of the trench, care shall be taken in placing and moving the boxes or supporting bracing to prevent movement of the pipe, or disturbance of the pipe bedding and the backfill. As trench boxes, moveable sheeting, shoring or plates are moved, pipe bedding shall be placed to fill any voids created and the backfill shall be recompacted to provide uniform side support for the pipe.

3.2. JOINTING PVC PIPE (PUSH-ON TYPE)

- A. Joints shall be made in strict accordance with the manufacturer's instructions. Pipe shall be laid with bell ends looking ahead. A rubber gasket shall be inserted in the groove of the bell end of the pipe and the joint surfaces cleaned and lubricated. The plain end of the pipe to be entered shall then be inserted in alignment with the bell of the pipe to which it is to be joined and pushed home with a come-along or by other means. Check that the reference mark on the spigot end is flush with the end of the bell

3.3. JOINTING MECHANICAL JOINT FITTINGS

- A. Mechanical joints at valves, fittings and where designated shall be in accordance with the AWWA C111 and the instructions of the manufacturer. Suitable PVC to cast iron adaptors shall be installed prior to installing fittings. PVC beveled spigot shall be cut flush prior to insertion in mechanical joint pipe. To assemble the joints in the field, thoroughly clean the joint surfaces and rubber gasket with soapy water before tightening the bolts. Bolts shall be tight to the specified torques. Under no condition shall extension wrenches or pipe over handle of ordinary ratchet wrench be used to secure greater leverage.

3.4. TESTING

- A. Testing shall be done in accordance with Section 33 01 12.
- B. All valves and valve boxes shall be properly located and installed and operable prior to testing. Bulkheads shall be provided with a sufficient number of outlets for filling and draining the line and for venting air.

3.5. CLEANING

- A. At the conclusion of the work, thoroughly clean all piping by flushing with water or other means to remove all dirt, stones, pieces of wood, or other material which may have entered during the construction period. All debris shall be removed from the pipeline. The lowest segment outlet shall be flushed last to assure debris removal.

3.6. DISINFECTION

- A. PVC pipe used for potable water service shall be disinfected per Section 33 01 10, Disinfection of Potable Water Piping after cleaning. Provide all necessary equipment and labor for the disinfection.
- B. Disinfection shall be in accordance with AWWA C651.

END OF SECTION

SECTION 33 14 19 YARD VALVES, HYDRANTS, AND APPURTENANCES

PART 1 GENERAL

1.1. DESCRIPTION

A. SCOPE OF WORK

1. Furnish all labor, materials, equipment and incidentals required to provide all buried valves, hydrants, and appurtenances complete with actuators and all accessories as shown on the Drawings and as specified herein.
2. Valves specifically excluded from this Section are as follows:
 - a. All interior valves for process piping.
 - b. All valves in vaults or manholes.
 - c. All valves for plumbing work.
 - d. All valves for heating and ventilation work.
 - e. All valves specifically included with equipment.

B. RELATED WORK

1. Division 03 - Concrete.
2. Division 09 - Finishes.
3. Division 26 - Electrical.
4. Section 31 23 00, Excavation and Backfill.
5. Section 33 14 19, Valves and Appurtenances.
6. Section 40 05 09, Pipe Sleeves.

1.2. SUBMITTALS

- A. Submit materials required to establish compliance with these Specifications in accordance with Section 01 33 00 for shop drawings. Submittals shall include the following:
 1. Manufacturer's literature, illustrations, specifications and engineering data including:
 - a. Dimensions.
 - b. Size.
 - c. Materials of construction.
 - d. Weight.
 - e. Protection coating.
 - f. Actuator weight.
 - g. Calculations for actuator torque where applicable.
- B. Test Reports
 1. Four copies of all certified shop test results specified herein.
- C. Operation and Maintenance Manuals.
 1. Submit complete operation and maintenance manuals including copies of all approved Shop Drawings.
- D. Certificates
 1. Certificates of compliance where required by referenced standards: for each valve specified to be manufactured and/or installed in accordance with AWWA and other standards, submit an affidavit of compliance with the appropriate standards, including certified results of required tests and certification of proper installation.

1.3. REFERENCE STANDARDS

- A. Comply with applicable provisions and recommendations of the following, except as otherwise shown or specified.
- B. American Water Works Association (AWWA)
 - 1. AWWA C502 - Dry-Barrel Fire Hydrants.
 - 2. AWWA C504 - Rubber-Seated Butterfly Valves, 3 In. (75 mm) Through 72 In. (1,800 mm).
 - 3. AWWA C509 - Resilient-Seated Gate Valves for Water Supply Service.
 - 4. AWWA C515 - Reduced Wall, Resilient-Seated Gate Valves for Water Supply Service.
- C. American National Standards Institute (ANSI)
 - 1. ANSI B 16.1 - Gray Iron Pipe Flanges and Flanged Fittings: Classes 25, 125, And 250.
 - 2. ANSI C111 - Rubber-Gasket Joints for Ductile-Iron Pressure Pipe and Fittings.
- D. American Society for Testing and Materials (ASTM)
 - 1. ASTM A48 - Gray Iron Castings.
 - 2. ASTM A126 - Gray Iron Castings for Valves, Flanges and Pipe Fittings.
 - 3. ASTM A153 - Zinc Coating (Hot-Dip) on Iron and Steel Hardware.
 - 4. ASTM A276 - Stainless Steel Bars and Shapes.
 - 5. ASTM A536 - Ductile Iron Castings.
- E. Steel Structures Painting Council (SSPC)
 - 1. SSPC SP-6 - Commercial Blast Cleaning.
- F. Where reference is made to one of the above standards, the revision in effect at the time of bid opening shall apply.

1.4. QUALITY ASSURANCE

- A. Manufacturer's Qualifications
 - 1. Valves and appurtenances provided under this Section shall be the standard product in regular production by manufacturers whose products have proven reliable in similar service for at least 10 years. If required, the manufacturer shall furnish evidence of installation in satisfactory operation.
 - 2. All units of the same type shall be the product of one manufacturer.
- B. Design Criteria
 - 1. All valves and appurtenances shall be new and in perfect working condition. Valves shall be designed for continuous use with a minimum of maintenance and service required and shall perform the required function without exceeding the safe limits for stress, strain or vibration. In no case will used or damaged valves be acceptable. The selection of equipment to meet the specified design conditions is the responsibility of the CONTRACTOR. Both workmanship and material shall be of the very best quality and shall be entirely suitable for the service conditions specified.
- C. Source Quality Control
 - 1. Valves shall be shop tested in accordance with the following:
 - a. Gate valves: AWWAC515 or C509.
 - b. Rubber-seated butterfly valves: AWWA C504.
 - 2. Obtain each type of valve from the same manufacturer.
 - 3. Plug valves shall be hydrostatically tested for 30 minutes at two times the maximum working pressure, with no evidence of distress, leakage or weeping. Plug valves shall be capable of providing drop-tight shut-off up to the full pressure rating.

1.5. DELIVERY, STORAGE AND HANDLING

- A. Deliver materials to the site to ensure uninterrupted progress of the work.

- B. Protect threads and seats from corrosion and damage. Rising stems and exposed stem valves shall be coated with a protective oil film which shall be maintained until time of use.
- C. Furnish covers for all openings.
 - 1. All valves three inches and larger shall be shipped and stored on site until time of use with wood or plywood covers on each valve end.
 - 2. All valves smaller than three inches shall be shipped and stored as above except that heavy cardboard covers may be furnished instead of wood.
- D. Store equipment to permit easy access for inspection and identification. Any corrosion in evidence at the time of OWNER acceptance shall be removed, or the valve shall be removed from the job.
- E. Store all equipment in covered storage off the ground.

1.6. COORDINATION

- A. Review installation procedures wider other Sections and coordinate with the work which is related to this Section including buried piping installation, site utilities, piping insulation, heating, ventilating and air conditioning, plumbing and chemical feed facilities.
- B. Coordinate the location and placement of restrained joints or concrete thrust blocks when required.

PART 2 PRODUCTS

2.1. GENERAL

- A. Unless otherwise noted, all manual operating input shafts shall turn counterclockwise to open the valve.
- B. The use of a manufacturer's name and/or model or catalog number is for the purpose of establishing the standard of quality and general configuration desired.
- C. Valves shall be of the size shown on the Drawings or as noted and as far as possible equipment of the same type shall be identical and from one manufacturer.
- D. Valves shall have the name of the maker, nominal size, flow directional arrows, working pressure for which they are designed and standard to which they are manufactured cast in raised letters on some appropriate part of the body.
- E. Unless otherwise noted, valves shall have a minimum working pressure of 150 psi or be of the same working pressure as the pipe they connect to, whichever is higher, and suitable for the pressures noted where they are installed.
- F. Valves shall be of the same nominal diameter as the pipe or fittings they are connected to. Except as otherwise noted, joints shall be mechanical joints conforming to ANSI C111, with joint restraint where the adjacent piping is required to be restrained.
- G. Valves shall be especially constructed for buried service.
- H. Valves shall be provided with actuator type and other accessories as required in the Buried Valve Schedule at the end of this Section.

2.2. VALVE BOXES

- A. All gate, butterfly and plug valves shall be provided with extension shafts, operating nuts and valve boxes as follows:
 - 1. Extension shafts shall be Type 304 stainless steel and the operating nut shall be two inches square. Shafts shall be designed to provide a factor of safety of not less than four. Operating nuts shall be pinned or welded to the shafts.
 - 2. Top of the operating nut shall be located within six inches of the rim of the valve box.
 - 3. Valve boxes for valves 12 inches and smaller shall be of the cast iron extension type and be similar and equal to Tyler Two Piece Valve Box Series 6850 or 6855, with 5¼ inch shaft. Valve boxes for valves larger than 12 inches shall be of the cast iron extensions type and be similar and equal to Tyler Three Piece Valve Box Series 6860, with suitable shaft and bell type base. Valve boxes shall have one priming coat and two coats of coal tar paint. Boxes may be of the screw or

sliding type, with a lap of six inches when in the most extended position. Lids shall be appropriately marked and the bases shall be of the proper size for the valve it is to be used with. Aluminum and plastic are not acceptable. A means of lateral support for the valve extension shafts shall be provided in the top portion of the valve box.

4. Lids shall have "NON-POTABLE WATER", "SEWER", "SLUDGE", or "POTABLE WATER" cast into the top as appropriate for the service of the valve.
5. The upper section of each box shall have a bottom flange of sufficient bearing area to prevent settling. The bottom of the lower section shall enclose the stuffing box and operating nut of the valve and shall be oval.
6. An approved operating key or wrench shall be furnished.
7. All fasteners shall be Type 304 stainless steel.

2.3. GATE VALVES

A. General

1. Valves 2½ inches and smaller shall be all bronze construction; valves three inches and larger shall be iron body, bronze mounted.
2. All gate valves shall conform to the requirements of AWWA C500 or C509, except as may be specifically modified herein.
3. Buried gate valves, eight inches and smaller, shall be installed vertically and have non-rising stems, mechanical joint ends and two-inch square operating nuts. Valves shall be furnished with O-ring seals. All exposed hardware including the bonnet, bonnet cover, stuffing box, gear adapter, and joints shall be 316 stainless steel, unpainted, with anti-seize compound.

B. Gate valves 2 ½ inches and smaller

1. Screwed ends, solid wedge, rising stem and screwed-in bonnet with minimum non-shock working pressure of 150 psig.
2. Product and Manufacturer: Furnish valves as manufactured by one of the following:
 - a. Jenkins Brothers, Figure 47.
 - b. Crane Company, Figure 431-UB.

C. Gate valves three inches and larger

1. Valves shall be resilient seated gate valves with minimum working pressure of 150 psig.
2. Valves shall be as specified in Paragraph 2.4.

2.4. RESILIENT SEATED GATE VALVES

- A. Valves shall be manufactured in accordance with AWWA C509 or C515, by American R/D as modified herein.
- B. Valves shall be provided with a minimum of two O-ring stem seals.
- C. All exposed hardware including bonnet, cover, and actuator (if required) hardware (nuts, bolts, washers and all other similar items) shall be Type 316 SS, unpainted, with anti-seize compound.
- D. Wedges shall be totally encapsulated.
- E. Units shall be, in addition, UL and FM approved.

2.5. TAPPING SLEEVES, VALVES AND SERVICE SADDLES

- A. Service clamps for outlet sizes up to two inches shall have malleable or ductile iron bodies which extend at least 160° around the circumference of the pipe and shall have neoprene gaskets cemented to the saddle body. Bodies shall be tapped for IP
- B. Clamps shall be of the double strap design. Straps shall be stainless steel. Service clamps shall be Style 91 as manufactured by Dresser Industries, Inc. or equal as manufactured by Smith Blair; Mueller or equal.
- C. Service clamps for outlet sizes 4 inches through 12 inches where the outlet size is not greater than half the size of the main pipe shall have ductile iron bodies and a neoprene circular cross section O-ring gasket confined within the body. Outlet shall be AWWA C110 flange or AWWA C111 mechanical

joint as required for the application. Straps shall be alloy steel, minimum ¼ inch by 1 ½ inch in cross section and fabricated with ¾ inch threaded ends.

- D. Tapping sleeves shall be use when the outlet size is greater than one half the size of the main pipe. Tapping sleeves shall be of cast iron or ductile iron, designated for working pressure not less than 200 psi. Armored end gaskets shall be provided for the full area of the sleeve flanges. Sleeves shall be Fig. 920 or 921 as manufactured by Kennedy Valve Co., Mueller, or equal. Nuts and bolts shall be Type 304 stainless steel.
- E. Tapping valves shall conform to the requirements specified above for resilient seat gate valves except that one end shall be flanged (for connection to the tapping sleeve) and one end shall be mechanical or flanged as required by the drilling machine and adapter. Tapping valves shall be provided with an oversized opening to permit the use of full-size cutters without damage to the valve. Valve body shall be cast iron with bronze trim and non-rising stem.

2.6. PLASTIC VALVES

- A. Buried plastic ball valves located as shown on the Drawings shall meet the requirements of plastic ball valves as specified in Section 400551. Valves shall be outfitted with stem extensions where shown on the Drawings.

2.7. VALVE ACTUATORS

A. General

- 1. The valve manufacturer shall supply and integrally, rigidly mount all actuators, including any type of manual or powered actuators, on valves at the factory. The valves and their individual actuators shall be shipped as a unit. Actuator type for each buried valve shall be as specified in the Valve Schedule at the end of this Section.
- 2. Buried process valves shall have a 2-inch operating nut and Type 304 stainless steel extension stem. Shafts shall be designed to provide a factor of safety of not less than four. Operating nuts shall be pinned or welded to the shafts.
- 3. All actuators shall be capable of moving the valve or control gate from the full open to full close position and in reverse and holding the valve at any position part way between full open or closed.
- 4. Each operating device shall have cast on it the word "OPEN" and an arrow indicating the direction of operation.
- 5. Floor boxes for operating nuts recessed in concrete shall be standard cast iron type, cast-in-place, with fastening top by Clow or equal.
- 6. Stem guides shall be of the adjustable wall bracket type, bronze bushed, with maximum spacing of 10 feet as manufactured by Clow; Rodney Hunt or equal. Extended operating nuts and/or stems shall have universal joints and pin couplings, if longer than 10 feet and a rating of at least five times the maximum operating torque. Stem adapters shall be provided.
- 7. Where required by the installation, or as specified, provide the following: extended stem; floor stand and handwheel; position indicator and etched or cast arrow to show direction of rotation to open the valve; resilient, moisture-resistant seal around stem penetration of slab.

B. Gear Actuators

- 1. Gear actuators shall be of the worm or helical gear type with output shaft perpendicular to the valve shaft. Unless noted they shall conform to AWWA C504, but except with butterfly valves, need not be certified. Gear actuators shall be supplied with valves as specified in the Valve Schedule at the end of this Section.
- 2. Actuators shall be capable of being removed from the valve without dismantling the valve or removing the valve from the line.
- 3. Gearing shall be machine-cut steel designed for smooth operation. Bearings shall be permanently lubricated, with bronze bushings provided to take all thrusts and seals to contain

lubricants. Housings shall be sealed to exclude moisture and dirt, allow the reduction mechanisms to operate in lubricant and be of the same material as the valve body.

4. Manual operator input effort to the operating nut shall be maximum of 40 ft-lbs for operating the valve from the full open to full close, under any conditions. Gear actuators shall indicate valve position and have adjustable stops. Maximum handwheel size for floor mounted gear operators shall be 24 inches diameter.

2.8. YARD HOSE BIBBS

- A. Yard hose bibbs shall be of the non-freezing type with a ¼ inch brass HPT nozzle and a linch inlet connection. Yard hose bibbs hydrants shall be set at locations as shown on the Drawings and shall have a depth of bury that will meet the elevations given in the Drawings or depth of 36 inches, whichever is greater. Hose bibbs shall be Woodford Iowa Hydrant Model Y1, or equal.
- B. Caution sign, as shown on the Drawings, shall be provided one each yard hose bib connected to the plant-protected utility water system.

2.9. FIRE HYDRANTS

- A. Fire hydrants shall be dry-barrel type conforming to the requirements of AWWA C502. Hydrants shall be designed such that the hydrant valve closes with line pressure preventing loss of water and consequent flooding in the event of traffic damage.
- B. Hydrants shall have 6-inch mechanical joint inlet connections, two 2½ inch hose connections and one 4½ inch pumper connection. Threads for the hose and pumper connections shall be the standard of the OWNER to assure interchangeability of nozzle/hose connection. Hydrants shall be according to manufacturer's standard pattern. Hydrants shall be equipped with "O" ring packing. Each nozzle cap shall be provided with a Buna-N rubber washer.
- C. Hydrants shall be arranged so that the direction of outlets may be turned 90° without interference with the drip mechanism or obstructing the discharge from any outlet.
- D. A bronze or rustproof steel nut and check nut shall be provided to hold the main hydrant valve on its stem.
- E. Hydrant valve opening shall have an area at least equal to that area of a 5¼ inch minimum diameter circle and be obstructed only by the valve rod. Each hydrant shall be able to deliver 500 gallons minimum through its two 2½ inch hose nozzles when opened together with a loss of not more than 2 psi in the hydrant.
- F. Hydrants shall be designed for installation in a trench that will provide minimum cover as noted on Drawings. Hydrant extensions shall be as manufactured by the company furnishing the hydrants and of a style appropriate for the hydrants as furnished.
- G. Hydrants shall open by turning operating nut to right (clockwise) and shall be marked with a raised arrow and the word "open" to indicate the direction to turn stem to open hydrant.
- H. Hydrants shall be furnished with caps, double galvanized steel hose cap chain, galvanized steel pumper hose cap chain, a galvanized steel chain holder and any other hooks and/or appurtenances required for proper use.
- I. Hydrant operating nut shall be AWWA Standard pentagonal type measuring 1 ½ inch point to flat.
- J. Hydrants shall be hydrostatically tested as specified in AWWA C502.
- K. Hydrants shall be the appropriate model as manufactured by the following:
 1. Mueller
 2. Kennedy
 3. American Flow Control
- L. All iron work to be set below ground, after being thoroughly cleaned, shall be painted with two coats of asphalt varnish specified in AWWA C502. Iron work to be left above ground shall be shop painted with two coats of paint of quality and color to correspond to the present standard of the OWNER.

2.10. CORPORATION STOPS

- A. Corporation stops shall be bronze or brass manufactured in accordance with AWWA C800, except as modified herein.
- B. Corporation stops shall have Mueller inlet threads except that corporation stops for use with service clamps shall have IPS threads. Where corporation stops are used with plastic pipe, a brass companion flange shall be provided on the outlet of each corporation stop.
- C. Corporation stops shall be as manufactured by Mueller, U.S. Filter, Wallace and Tiernan, or equal.

2.11. SURFACE PREPARATION AND SHOP COATINGS

- A. The interior ferrous metal surfaces of valves and appurtenances for potable water use, except finished or bearing surfaces, shall be blast cleaned in accordance with SSPC SP-6 and painted with fusion bonded epoxy coating specifically formulated for potable water use. The coating used must appear on the current edition of the United States Environmental Protection Agency's list entitled "Accepted Categories and Subcategories of Coatings, Liners and Paints for Potable Water Usage".
- B. Exterior ferrous metal surfaces of all buried valves and hydrants shall be blast cleaned in accordance with SSPC SP-6 and given two shop coats of a heavy coal tar enamel or an approved two-component coal tar epoxy paint.

PART 3 EXECUTION

3.1. INSPECTION AND PREPARATION

- A. During installation of all valves and appurtenances, verify that all items are clean, free of defects in material and workmanship and function properly.
- B. All valves shall be closed and kept closed until otherwise directed by the ENGINEER.

3.2. INSTALLATION OF BURIED VALVES AND VALVE BOXES

- A. Buried valves shall be cleaned and manually operated before installation. Buried valves and valve boxes shall be set with the stem vertically aligned in the center of the valve box. Valves shall be set on a firm foundation and supported by tamping pipe bedding material under the sides of the valve. Valves 8 inch and larger shall be set on a lean concrete pedestal. The valve box shall be supported during backfilling and maintained in vertical alignment with the top flush with finish grade. The valve box shall be set so as not to transmit traffic loads to the valve.
- B. Gate valves shall be set with operating stem in true vertical position.
- C. Before backfilling, all exposed portions of any bolts shall be coated with two coats of bituminous paint comparable to Tnemec-Tar 46H-413 by Tnemec Co., Inc.
- D. Install valve floor stand operators with stainless steel bolts.

3.3. INSTALLATION OF TAPPING SLEEVES AND VALVES

- A. The proper authority shall be contacted and their permission granted prior to tapping a "live" line. The required procedures and time table shall be followed exactly.
- B. Installation shall be made under pressure and flow shall be maintained. The diameters of the tap shall be a minimum of 1/4 inch less than the inside diameter of the branch line.
- C. The entire operation shall be conducted by workers experienced in the installation of tapping sleeves and valves. The tapping machine shall be furnished by the CONTRACTOR
- D. Determine the location of the line to be tapped to confirm that the proposed location will be satisfactory and that no interference will be encountered such as joints or fittings. No tap or sleeve will be made closer than three feet from a pipe joint.
- E. Tapping sleeve and valve with boxes shall be set squarely centered on the line to be tapped. Adequate support shall be provided under the sleeve and valve during the tapping operation. Thrust blocks or other permanent restraint acceptable to the ENGINEER shall be provided behind all tapping sleeves. Proper tamping of supporting pipe bedding material around and under the valve and sleeve is mandatory for buried installations.

- F. After completing the tap, the valve shall be flushed to ensure that the valve seat is clean. All proper regulatory procedures (including disinfection) shall be followed exactly.
- G. Tapping coupons shall be tagged and delivered to the OWNER.

3.4. INSTALLATION OF YARD AND FIRE HYDRANTS

- A. Yard and fire hydrants shall be located and installed as shown on the Drawings. All hydrants shall stand plumb. Fire hydrants shall have their nozzles parallel with or at right angles to the curb, with the pumper nozzle facing the curb. Hydrants shall be set to the established grade, with nozzles at least 18 inches above the ground.
- B. The shoe of each hydrant shall be well braced against unexcavated earth at the end of the trench with concrete blocking, or it shall be tied to the pipe with approved metal tie rods or clamps. Concrete blocking shall be placed so that the drains and joints are accessible.
- C. A drainage pit shall be provided at each fire hydrant. Location and dimensions of the drainage pit shall be as shown on the Drawings. Gravel shall conform to ASTM C33 or as approved by the ENGINEER.

3.5. FIELD TESTS AND ADJUSTMENTS

- A. Conduct a functional field test of each valve, including actuators and valve control equipment, in presence of ENGINEER to demonstrate that each part and all components together function correctly. AU testing equipment required shall be furnished by the CONTRACTOR.

END OF SECTION

SECTION 40 05 05 EXPOSED PIPING INSTALLATION

PART 1 GENERAL

1.1. DESCRIPTION

A. Scope:

1. Furnish all labor, materials, equipment, and incidentals required to install and test all exposed piping, fitting, and appurtenances as shown and specified.
2. The Work includes, but is not limited to, the following:
 - a. All types of exposed piping unless specifically included under other Sections.
 - b. Piping embedded in concrete within a structure or foundation.
 - c. Restraints, thrust blocks and kickers.
 - d. Installation of all joints, specials, couplings, flexible couplings, mechanical couplings, harnessed and flanged adapters, expansion couplings, sleeves, tie rods, jointing and gasketing materials and all other Work required to complete the piping installation.
 - e. Valves, gates, meters, and specials shown or specified for the piping systems.
 - f. Testing, cleaning, and disinfecting.

B. Coordination: Review Installation Procedures Under Other Sections And Coordinate With The Work Which Is Related To This Section.

1.2. SUBMITTALS

A. Shop Drawings: Comply with the general requirements of Section 01 33 23.

1. Tests:

- a. Submit description of proposed testing methods, procedures, and apparatus.
- b. Submit copies of test reports.

2. Record Drawings:

- a. During progress of the Work keep an up-to-date set of drawings showing field modifications.
- b. Submit within 30 days of substantial completion drawings showing the actual inplace installation of all piping installed under this section at a scale satisfactory to the ENGINEER. Show all piping in plan and in section with reference dimensions and elevations required for complete record drawings of the piping systems.

1.3. 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 using proper handling devices. Do not drop or roll pipe off trucks; do not drop, roll or skid pipe. Materials cracked, gouged, chipped, dented or otherwise damaged will be rejected.
- C. Store pipe and fittings on heavy wood blocking or platforms to avoid contact with the ground.
- D. Unload pipe, fittings and specials as close to points of placement as practical to minimize handling. Keep interiors free of dirt and foreign matter.

PART 2 PRODUCTS

2.1. MATERIALS

- A. Piping Materials:** Comply with the applicable sections of Division 15.

B. Marking:

1. Clearly mark each piece of pipe and all fittings with designation complying with the Shop Drawings. Standard straight lengths of pipe with no outlets do not require mark at CONTRACTOR's option.
2. Paint or cast class designation on each pipe length or fitting 4 inches in diameter and larger.
3. Clearly mark material, type, and rating on piping less than 4 inches in diameter at the factory.

C. Pipe identification markers and arrows: refer to Section 09 91 00, Painting.

2.2. EXPOSED PIPING SCHEDULE

- A. attached to the end of this section is the "exposed piping schedule". Conform to the requirements of the schedule unless otherwise approved by engineer.

2.3. RESTRAINED JOINTS

- A. Provide restrained joints and thrust protection as required for all pressure piping systems.

PART 3 EXECUTION

3.1. INSTALLATION

A. General:

1. Install piping as shown, specified and as recommended by the manufacturer.
2. Review with ENGINEER before proceeding if there is a conflict between the manufacturer's recommendations and the Drawings or Specifications.
3. Present conflicts between piping systems and equipment or structures to the ENGINEER for review of corrective measures before proceeding.

B. Piping:

1. Install straight runs true to line and elevation.
2. Install vertical pipe plumb in all directions.
3. Install piping parallel or perpendicular to building walls. Piping at angles and 45 degree runs across comers will not be accepted unless specifically shown or approved.
4. Install small diameter piping generally as shown when specific locations and elevations are not indicated. Locate such piping to avoid ducts, equipment, beams, etc.
5. Install piping to avoid obstructing corridors, walkways, work areas, and like spaces. Provide minimum headroom clearance under all piping of 7 feet 6 inches unless otherwise approved.
6. Provide temporary caps or plugs at all pipe openings at the end of each days work and when otherwise requested by the ENGINEER.
7. Cut pipe to field measurements rather than Drawing dimensions.

C. Joints:

1. General:

- a. Make joints in accordance with the pipe manufacturer's recommendations and the requirements below.
- b. Cut piping accurate and square. Assemble without forcing or springing.
- c. Ream all pipe and tubing to full inside diameter after cutting. Remove sharp edges on end cuts.
- d. Remove all cuttings and foreign matter from the inside of pipes and tubing before installation.
- e. Thoroughly clean all pipe, fittings, valves, specials, and accessories before installing.
- f. Thoroughly wire brush, wipe clean and dry all spigot mating surfaces immediately before pipe is installed.

2. Threaded Joints:

- a. Use standard right-hand tapered full depth threads on steel piping.
- b. Apply before installation an approved joint compound to the male threads only.

- c. Leave three pipe threads maximum exposed at each connection.
- 3. Solder Joints:
 - a. Ream or file pipe to remove burrs.
 - b. Clean and polish contact surfaces of joints.
 - c. Apply flux to both male and female ends.
 - d. Insert end of tube full depth into fitting socket.
 - e. Heat joint evenly.
 - f. Form continuous solder bead around entire joint circumference.
- 4. Flanged Joints: Use hexagon head nuts and bolts. Assemble flanged joints with gaskets and gasket compounds in compliance with the applicable sections. Tighten flange bolts evenly.
 - a. Plastic Pipe Joints: Comply with manufacturer's recommendations.
 - b. Welded Joints: Comply with all applicable requirements of Code for Pressure Piping, ANSI B13.1 Section 6, and AWWA C206 for steel pipe and fittings.
 - c. All welders shall qualify for ANSI B13.1 AR-2 class welding and shall have current certificate available for ENGINEER review.
- 5. Unions:
 - a. Install dielectric unions where dissimilar metals are connected except at bronze or brass valves installed in ferrous piping.
 - b. Provide a union downstream of each screwed end valve.
- 6. Provide screwed or flanged unions at each piece of equipment, where shown, and where necessary to install or dismantle piping.
- D. Eccentric Reducers: Use eccentric reducers where shown and where air or water pockets would occur in mains because of reduction in pipe size.
- E. Valves and Accessories:
 - 1. Install floor stands and supports as shown, specified, recommended by the manufacturer, or otherwise required.
 - 2. Provide lateral restraints for extension bonnets and extension stems as shown and as recommended by the manufacturer.
 - 3. Provide steel sleeves where operating stems pass through floor. Extend sleeves 2 inches above floor.
 - 4. Position valve operators as shown. When the position is not shown, install the valve so that it can be conveniently operated as reviewed by ENGINEER. Avoid placing operators at angles to the floors or walls.
 - 5. Position flow measuring devices so that they comply with the manufacturer's recommended straight upstream and downstream runs unless specific location dimensions are shown. Position flow measuring devices to avoid conflict with butterfly control valve discs.
- F. Transitions between Type of Pipes: Provide all necessary adapters, specials and connector pieces when connecting different types and sizes of pipe or connecting pipe furnished by different manufacturers.
 - 1. Restraints, Supports and Thrust Blocks:
 - 2. Install restrained joints as shown, specified, recommended by manufacturer or otherwise required.
 - 3. Provide Concrete And Metal Cradles, Collars, Floorstands, Supports, Kickers, And Blocks As Shown, Specified, Recommended By The Manufacturer, Or Otherwise Required.

3.2. TESTING OF PIPING

A. General:

1. Contractor shall conduct high-pressure leakage test for all filtered water, potable water, and sewer force main pipe.
2. Notify ENGINEER 48 hours in advance of testing.
3. Provide all testing apparatus.
4. Pipelines which fail to hold specified test pressure or which exceed the allowable leakage rate shall be repaired and retested.
5. Test pressures required are at the lowest elevation of the pipeline section being tested unless otherwise specified.
6. Unless otherwise approved, conduct all tests in the presence of the ENGINEER.

B. High-Pressure Leakage Test:

1. After the pipe has been laid and backfilled, all newly laid pipe or any valved section thereof shall be subjected to a hydrostatic pressure of 150 psi unless shown to be different in piping schedule. The duration of each pressure test shall be at least 2 hours. Pressure shall not vary by more than 5 psi for the duration of the test. Each valved section of pipe shall be slowly filled with water and the specified test pressure (based on the elevation of the lowest point of the line or section under test and corrected to the elevation of the test gauge) shall be applied by means of a pump connected to the pipe in a manner satisfactory to the ENGINEER. The pump, pipe connection, gauges and all necessary apparatus shall be furnished by the Contractor. The Contractor shall furnish all necessary assistance for conducting the tests.
2. Before applying the specified test pressure, all air shall be expelled from the pipe. If permanent air vents are not located at all high points, the Contractor shall install corporation stops at such points, so that the air can be expelled as the line is filled with water. After all air has been expelled, the corporation cocks shall be closed and the test pressure applied.
3. All exposed pipe, fittings, valves, hydrants and joints shall be carefully examined during the test. Any cracked or defective pipe, fittings, valves or hydrants discovered in consequence of this pressure test shall be removed and replaced by the Contractor with sound material. The test shall be repeated until satisfactory to the ENGINEER.
4. A leakage test shall be conducted by the Contractor after the pressure test has been satisfactorily completed. The duration of each leakage test shall be 12 hours. During the test, the main shall be subjected to a pressure of 150 psi unless shown to be different in Piping Schedule.
5. Leakage shall be defined as the quantity of water that must be supplied into the newly laid pipe or any valved section thereof, to maintain the specified leakage test pressure, within 5 psi, after the air in the pipe line has been expelled and the pipe has been filled with water.
6. No pipe installation will be accepted if the leakage is greater than that determined by the formula " $L = \frac{(S)(D)(P)^{1/2}}{148000}$ ".
7. Where "L" is the allowable leakage in gallons per hour, "S" is the length of pipe line tested, in feet; and "D" is the nominal diameter of the pipe measured in inches, and P is the average test pressure during the leakage test, in psi gauge.

3.3. CLEANING AND DISINFECTION

- #### A. All piping shall be thoroughly cleaned and flushed prior to placing in service in a manner approved by ENGINEER. Piping 24 inches diameter and larger shall be inspected from inside and all debris, dirt and foreign matter removed.
- #### B. Disinfection
1. Disinfect all filtered water piping and potable water piping.
 2. Completely clean interior of all piping and 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. Use continuous feed method of disinfection unless alternative method is acceptable to OWNER and ENGINEER.
4. Water for flushing, testing and chlorination shall be furnished and paid for by the CONTRACTOR. CONTRACTOR shall provide all temporary piping, hose, valves, appurtenances and services required.
5. Chlorine shall be supplied by CONTRACTOR.
6. Bacteriologic tests will be sampled by the ENGINEER or a certified water plant operator of the OWNER and analyzed by the Mississippi State Department of Health.
7. Chlorine concentration in the water entering the piping shall be between 50 to 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.
8. Complete disinfection shall be defined as "no coliform present" for samples taken on two consecutive days.

3.4. IDENTIFICATION OF PIPING

- A. Paint and color code piping and insulation in compliance with Section 09 91 00. Color code both insulated and uninsulated piping.
- B. Identify contents of pipe and direction of flow in compliance with Section 09 91 00.

3.5. PIPE ABBREVIATIONS

- A. Material Abbreviations
 1. Carbon Steel CS
 2. Copper C
 3. Fabricated Steel FS
 4. Ductile Iron DI
 5. Polyvinyl Chloride PVC
 6. Stainless Steel SS
- B. Joint Abbreviations
 1. Flanged F
 2. Soldered Sd
 3. Solvent Welded SW
 4. Screwed Fittings SF
 5. Grooved or Shouldered GSEC
 6. End Couplings EC

END OF SECTION

SECTION 40 05 07 HANGERS AND SUPPORTS FOR PROCESS PIPING

PART 1 GENERAL

1.1. DESCRIPTION

- A. Scope: Furnish all labor, materials, equipment and incidentals required to design and to provide hangers, supports, restraints and appurtenances for all piping systems complete and operational as shown and specified.
- B. Coordination:
 - 1. Review installation procedures under other Sections and coordinate the Work that must be installed with or attached to the hangers and supports.
 - 2. Notify other CONTRACTORS in advance of the Work to provide them with sufficient time for the installation of and coordination of items included in their contracts that must be installed in conjunction with the hangers and supports.
- C. Related Work Specified Elsewhere:
 - 1. Section 09 91 00, Painting.
 - 2. Section 33 14 19, Yard Valves, Hydrants, and Appurtenances.
 - 3. Section 40 05 05, Exposed Piping Installation.

1.2. QUALITY ASSURANCE

- A. Source Quality Control: Obtain each type of pipe hanger or support from no more than one manufacturer.
- B. Reference Standards: Comply with applicable provisions and recommendations of the following, except as otherwise shown or specified.
 - 1. The Manufacturer's Standardization Society of the Valve and Fittings Industry:
 - a. MSS SP-58, Pipe Hangers and Supports - Materials and Design.
 - 2. Federal Specification, FS W-H-171, Hangers and Support, Pipe.
 - 3. ASTM A 575, Steel Bars, Carbon, Merchant Quality, M-Grades.
- C. Underwriters' Laboratories, Inc., Standard UL-203, Pipe Hanger Equipment for Fire Protection Service.

1.3. SUBMITTALS

- A. Shop Drawings:
 - 1. Submit detailed Shop Drawings showing all hangers, supports and restraints for all piping systems.
 - 2. Show location, installation, material, loads or forces, and deflection of all hangers and supports.
 - 3. Each pipe system shall be analyzed for all loads and forces on the hangers, supports and restraints, and their reaction forces to the structure to which they are fastened.
- B. No material shall be fabricated into hangers, supports or restraints, without the approval of the ENGINEER.
- C. Manufacturers' Literature: Submit to the ENGINEER: manufacturers' catalogs, literature and engineering data on all hangers, supports and restraints. Load ratings, materials and installation shall be consistent with the recommendations of the MSS SP-58.
- D. Product delivery, storage and handling comply with the requirements of Section 01 60 00.

PART 2 PRODUCTS

2.1. GENERAL REQUIREMENTS

A. The Hangers And Supports Shall Meet With The Following Requirements Unless Otherwise Indicated On The Plans:

1. Standard and fabricated hangers and supports shall be furnished complete with necessary inserts, bolts, nuts, rods, washers, and other accessories.
2. Run piping in groups where practicable and parallel to building wall generally. Provide minimum clearance of one inch between pipe and other work.
3. Install hangers or supports at all locations where pipe changes direction.
4. All hangers and supports shall be capable of adjustment after placement of piping.
5. Each type of hanger or support shall be the product of one manufacturer. Types of hangers or supports shall be kept to a minimum.
6. All suspended or supported cast iron pipe shall have a hanger or support adjacent to each hub.
7. Vertical piping shall be supported at each floor and between floors by stays or braces to prevent rattling and vibration.
8. Hanger rods shall be straight and vertical. Chain, wire, strap or perforated bar hangers shall not be used. Hangers shall not be suspended from piping.
9. Maximum support spacing unless otherwise shown or approved for metal pipe shall be as follows:

<u>Pipe Size (in.)</u>	<u>Spacing (ft.)</u>
Up to 1-1/2	6
2 through 3	10
3-1/2 and greater	12

10. Maximum support spacing unless otherwise shown for plastic pipe at ambient temperature shall be one-half of the values specified for metal pipe.
11. Where proper hanger or support spacing does not correspond with joist or rib spacing, structural steel channels may be attached to joists or ribs and pipes suspended therefrom.
12. Prevent contact between dissimilar metals when supporting copper tubing, by use of copper plated rubber or vinyl coated, or stainless steel hangers or supports.
13. Thin-walled stainless steel piping shall be isolated from carbon steel by use of plastic-coated hangers or supports or by taping at points of contact with PVC or vinyl.
14. Use Galvanized or stainless steel hangers and supports as indicated on the plans in all basins or submerged locations and as shown on the drawings.

2.2. HANGERS AND SUPPORTS

A. General:

1. Hangers and supports where shown shall be in accordance with detail drawings.
2. Hangers and supports not shown shall be in accordance with MSS SP-58.
3. All hangers, supports and accessories shall be hot dipped galvanized unless otherwise indicated on the Plans.

B. Plastic and Ductile Iron Pipe: 1/2 inch through 24 inch:

1. Hangers:
 - a. Type: Adjustable wrought clevis.
 - b. Product and Manufacturer:
 - 1) Figure 260 by Anvil (formerly Grinnell).
 - 2) Or equal.

2. Riser Clamps:
 - a. Product and Manufacturer:
 - 1) Figure 261 by Anvil (formerly Grinnell)
 - 2) Or equal.
3. Pipe Saddles:
 - a. Type: Cast iron saddle.
 - b. Product and Manufacturer:
 - 1) Figure 258 by Anvil (formerly Grinnell).
 - 2) Or equal.
4. Pipe Stanchion Saddle:
 - a. Type: Cast iron saddle with steel yoke and nuts.
 - b. Product and Manufacturer:
 - 1) Figure 259 by Anvil (formerly Grinnell).
 - 2) Or equal.
5. Adjustable Pipe Saddle Support:
 - a. Type: Cast iron saddle and reducer with nipple.
 - b. Product and Manufacturer:
 - c. Figure 264 by Anvil (formerly Grinnell).
 - d. Or equal.
6. Miscellaneous:
 - a. Supply all pipe saddles including adjustable and stanchion types with pipe supports and mounting flanges.
7. Modify hangers and supports as required for stainless steel piping.
- C. Copper Pipe:
 1. Pipe Sizes: 1/2 inch through 4 inch.
 2. Hangers:
 - a. Type: Copper tubing split ring.
 - b. Product and Manufacturer:
 - 1) Figure CT-109 by Anvil (formerly Grinnell).
 - 2) Or equal.
 3. Riser Clamps:
 - a. Copper tubing riser clamp.
 - b. Product and Manufacturer:
 - 1) Figure CT-121 By Anvil (Formerly Grinnell).
 - 2) Or Equal.

2.3. FABRICATED CONCRETE AND STEEL HANGERS, SUPPORTS AND RESTRAINTS

- A. Provide Fabricated Concrete And Steel Hangers, Supports And Restraints As Shown And Specified. Materials And Design Shall Conform To The Standards Of Mss Sp-58.

2.4. ACCESSORIES

- A. Hanger rods shall be made from ASTM A 575, with square head nut on top and running thread on bottom end.
 1. Minimum size hanger rods shall be according to schedule below unless otherwise shown or specified.

<u>Pipe Size</u>	<u>Rod Diameter</u>
<u>(Inches)</u>	<u>(Inches)</u>

1/2 through 4	3/8
6 through 10	1/2
12 through 24	5/8

2. Furnish rod attachments including sockets, couplings and turn buckles as required.

B. Concrete Inserts:

1. Concrete inserts shall be MSS SP-58 malleable Type 18.
2. Concrete inserts shall be of the continuous type capable of supporting 2,000 pounds per foot of insert as shown on the Drawings. The continuous inserts shall be as manufactured by one of the following:
 - a. Unistrut Corporation, Wayne, Michigan.
 - b. Or equal

C. Steel Beam Clamps:

1. Standard Duty: Malleable iron conforming to MSS SP-58 Type 21.
2. Heavy Duty: Forged steel conforming to Federal specification WW-H-I 71c, Type 28, Anvil (formerly Grinnell). Fig. 292, Size 2 or equal.

D. Inserts for Pipe Insulation:

1. Insulated pipe, larger than 1-1/2 inches in diameter, shall be supported by a rigid insert to protect the insulation.
2. A steel metal saddle of sufficient gage to carry the weight of the pipe and its fluid without deforming shall extend 2 inches minimum on each side of the rigid insert.
3. The joints between insert and insulation shall be sealed before saddle is installed.
4. Sizes up to 6 inches IPS shall be MSS SP-58 Type 40 and for sizes over 10 inches shall be MSS SP-58 Type 39.

E. Brackets:

1. Brackets for wall mounting shall be MSS SP-69 Type 33.
2. Product and Manufacturer:
 - a. Figure 199 by Anvil (formerly Grinnell).
 - b. Or Equal.

2.5. PAINTING

A. Shop Priming:

1. Comply with the general requirements of Section 09 91 00.
2. Apply primer to surfaces to be painted. Primer to be as specified in Section 09 91 00 and to be the same primer included in the approved paint system.
3. CONTRACTOR shall coordinate primer and finish paint systems with paint manufacturer. No equipment shall be painted until paint systems under Section 09 91 00 have been submitted and approved.

- B. CONTRACTOR shall field apply finish coat as specified in section 09 91 00 unless otherwise specified.

PART 3 EXECUTION

3.1. GENERAL

- A. Restrain, block, brace, support or suspend pipe fittings as shown on the drawings and as required to prevent displacement, vibration, sagging, warping, deformation, or failure of piping and fittings while allowing for expansion and contraction.

3.2. INSTALLATION

- A. Locate hangers, supports, and accessories to support piping, valves, and at all concentrated loads.
- B. Locate hangers, supports and accessories within maximum span lengths specified to support continuous pipeline runs unaffected by concentrated loadings.
- C. Install items to be embedded before concrete placement.
- D. Fasten embedded items securely to prevent movement during concrete placement.
- E. Install hangers and support units on piping systems as recommended by manufacturer.
- F. Install all pipe saddles on 4-inch raised concrete pads complete with anchor bolts which extend through the support to the original floor. One-inch grout pads may be substituted where approved by the ENGINEER.
- G. Adjust Hangers And Supports And Place Grout For Concrete Supports To Bring Pipelines To Specified Elevations.

3.3. ACCEPTANCE AND SERVICE

- A. Acceptance: All pipe systems shall be brought up to operating pressures and temperatures. Systems shall be cycled to duplicate operating conditions. All malfunctions shall be corrected.
- B. Service: CONTRACTOR shall maintain and service all piping systems, hangers and supports for a period of one year after acceptance of the work. CONTRACTOR shall furnish all labor and materials to readjust and correct faults with hangers and supports for the piping systems installed.

END OF SECTION

SECTION 40 05 09

WALL PIPES, FLOOR PIPES, AND PIPE SLEEVES

PART 1 GENERAL

1.1. DESCRIPTION

- A. Scope: Furnish all labor, materials, equipment and incidentals required to provide complete and operational wall pipes, floor pipes, and pipe sleeves as shown and specified.
- B. Coordination: Review installation procedures under other Sections and coordinate with the work which is related to this Section including concrete, piping systems, valves, plumbing, and heating, ventilating and air conditioning.
 - 1. Related Work Specified Elsewhere:
 - 2. Section 03 30 00, Concrete and Grout.
 - 3. Section 07 92 00, Joint Sealants.
 - 4. Section 09 91 00, Painting.
- C. Division 40, Mechanical.

1.2. SUBMITTALS

- A. Comply with the general requirements of Section 01 33 00 and the supplemental requirements below.
- B. Submit detailed drawings and data for all wall and floor pipes and wall and floor pipe sleeves. Coordinate and submit with shop drawings required for all piping systems under Section 40 05 05.

1.3. DELIVERY, STORAGE AND HANDLING

- A. Comply with the requirements of Division 01.

PART 2 PRODUCTS

2.1. MATERIALS

- A. Wall and Floor Pipes:
 - 1. Material: Same as piping connected to wall or floor pipe unless otherwise reviewed by the ENGINEER.
 - 2. End Connections: Comply with connected piping.
 - 3. Thickness: Same as connected piping.
 - 4. Collars: Provide collar at mid-point of wall for anchorage and water tightness unless otherwise shown or reviewed.
 - 5. Piping ends shall be flush with wall face unless otherwise shown.
 - 6. Flanged end and mechanical joint bells shall be drilled and tapped for studs. Provide studs of the same material as connected piping except submerged and buried studs shall be stainless steel.
- B. Pipe Sleeves:
 - 1. Ferrous and Plastic Pipe: Standard weight steel pipe or ductile or cast iron pipe unless otherwise shown.
 - 2. Copper Pipe: Type K hard drawn copper pipe unless otherwise shown.
- C. Mechanical Sleeve Seals: Comply with the requirements of Section 15400.
- D. Wall and Ceiling Plates:
 - 1. Bare Pipes Passing Through Walls and Ceilings in Finished Rooms: Provide clevis or split ring and hinged cast brass or nickel plated cast iron escutcheon plates with set screws.
 - 2. Insulated pipes passing through walls and ceilings in finished rooms: provide 18-gauge plated-steel escutcheon plates.

PART 3 EXECUTION

3.1. INSTALLATION

- A. Reference: Install as shown and in accordance with approved Shop Drawings.
- B. Pipe Sleeves:
1. Use sleeves wherever pipes pass through walls, partitions, floors, and roofs unless wall or floor pipe shown.
 2. Extend all sleeves through floor slabs 6 inches minimum above finished floor.
 3. Anchor sleeves to concrete and masonry walls as shown or otherwise reviewed. Steel sleeves may be welded to reinforcing steel at CONTRACTOR'S option.
 4. Install sleeves through walls flush with wall face.
 5. Ensure that sleeves are not damaged or moved during placement of concrete.
 6. Shop prime cast wall sleeves in accordance with Section 09 91 00.
 7. Seal annular space between pipe and sleeve with mechanical seals.
 8. All pipe joints and annular spaces in exterior walls or walls subjected to hydrostatic pressure shall be completely watertight. Use mechanical seals.
 9. Use mechanical seals on both faces of the wall for pipe penetrating walls into rooms with chlorine and fluoride feed equipment.
 10. Size sleeves to provide annular space as follows if sleeve size is not shown on drawings:

<u>Pipe Size</u>	<u>Sleeve ID Minus Pipe Or Insulation OD</u>
Less Than 2 inches	2 1/2 to 3/4 inch
2 to 4 inches	3/4 to 1-1/4 inches
6 to 12 inches	1-1/4 to 2 inches
Over 12 inches	2 to 3 inches
 11. Install no sleeves nor pipes through structural members unless specifically shown or reviewed by ENGINEER.

END OF SECTION

SECTION 40 05 19 DUCTILE IRON PROCESS PIPE

PART 1 GENERAL

- A. DESCRIPTION
- B. Scope:
 - 1. Furnish all labor, materials, equipment and incidentals required for ductile-iron pipe systems and ductile-iron pipe fittings and specials.
 - 2. The extent of ductile iron piping is shown on the Drawings.
- C. Related Work Specified Elsewhere:
 - 1. Section 09 91 00, Painting.
 - 2. Section 40 05 05, Exposed Piping Installation.
 - 3. Section 33 14 19, Yard Valves, Hydrants, and Appurtenances.
 - 4. Section 15400, Plumbing Piping And Specialties

1.2. QUALITY ASSURANCE

- A. Source Quality Control: Obtain pipe and fittings from no more than one manufacturer.
- B. Reference Standards: Comply with the latest editions of the following:
 - 1. AWWA C104 (ANSI A21.4), Cement-Mortar Lining for Ductile-Iron Pipe and Fittings.
 - 2. AWWA C105 (ANSI A21.5), Polyethylene Encasement for Ductile-Iron Pipe.
 - 3. AWWA C110 (ANSI A21.10), Ductile-Iron and Gray-Iron Fittings.
 - 4. AWWA C111 (ANSI A21.11), Rubber Gasket Joints for Ductile-Iron Pressure Pipe and Fittings.
 - 5. AWWA C150 (ANSI A21.50), Thickness Design of Ductile-Iron Pipe.
 - 6. AWWA C151 (ANSI A21.51), Ductile-Iron Pipe, Centrifugally Cast.
 - 7. ASTM A 48, Gray Iron Castings.
 - 8. ASTM A 123, Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products.
 - 9. ASTM A 307, Carbon Steel Bolts, Studs, and Threaded Rod 60 000 PSI Tensile Strength.
 - 10. ASTM A 354, Quenched and Tempered Alloy Steel Bolts, Studs and Other Externally Threaded Fasteners.

1.3. SUBMITTALS

- A. Shop Drawings and Product Data: comply with the general requirements of section 01 33 00. Submit detailed drawings and data on pipe, fittings, gaskets, and appurtenances in conjunction with shop drawings required under Section 40 05 05.

1.4. DELIVERY, STORAGE AND HANDLING

- A. Refer to Section 40 05 05.

PART 2 PRODUCTS

2.1. MATERIALS

- A. Joints: Comply with Drawings. If not specified, use either flanged joints for exposed piping and push-on or mechanical joints for buried piping.
- B. Ductile-Iron Pipe and Fittings:
 - 1. Pipe:
 - a. Flanged:
 - 1) Standard: ANSI/AWWA C115/A21.15.
 - 2) Thickness: Comply with Drawings. If not shown, use Pressure Class 250.
 - b. Non-Flanged:

- 1) Standard: ANSI/AWWA C151/A21.51.
 - 2) Thickness: Comply with Drawings. If not shown, use Thickness Class 50.
2. Joints:
- a. Flanged Joint:
 - 1) Standard: AWWA C110 (ANSI A21.10).
 - 2) Gaskets: 1/2-inch thick red rubber, full face.
 - 3) Bolts and Nuts:
 - a) Standard: ANSI B18.2.1 and ANSI B18.2.2, respectively.
 - b) Material, Exposed Service: ASTM A 307, Grade B, cadmium plated or hot dipped galvanized, unless otherwise indicated.
 - c) Material, Buried or Submerged Service: Type 304 stainless steel, unless otherwise indicated.
 - b. Mechanical Joint:
 - 1) Standard: ANSI/AWWA C111/A21.11.
 - 2) Gaskets: Plain rubber gaskets.
 - 3) Bolts and Nuts: High strength low alloy steel.
 - c. Push-On: Comply with ANSI/ AWWA C111/A21.11.
 - d. Restraint Gasket:
 - 1) Fast-Grip by American Cast Iron Pipe Company.
 - 2) Field Lok by U.S. Pipe.
 - 3) Or Equal.
3. Fittings:
- a. Standard: ANSI/AWWA C153/A21.53.
 - b. Pressure Rating: 250 psi.
 - c. Material: Ductile iron or cast-iron.
 - d. Gaskets: Comply with specifications for joints.
 - e. Bolts and Nuts: Comply with specifications for joints.
 - f. Restrained Joint Systems: EBAA Iron Sales Megalug Series 1100.
 - g. Minimum length of sleeves shall be 12 inches.
4. Coatings and Linings:
- a. Inside Wall of Pipe and Fittings:
 - 1) Standard: ANSI/AWWA C104/A21.4.
 - 2) Cement-Mortar Lining Thickness: Standard (not required on air piping)
 - 3) Seal Coat: Asphaltic. (not required for air piping)
 - b. Outside Wall of Pipe and Fittings:
 - 1) Buried:
 - a) Coating: Bituminous.
 - b) Thickness: 1 mil approximate.
 - c) Exposed: Shall comply with Section 09 91 00.
- C. Specials:
1. Transition Pieces:
 - a. Furnish suitable transition pieces for connections to existing piping.
 - b. Expose existing piping to determine material, dimensions and other data required for transition pieces unless details are shown on Drawings.

2. Pipe Adapters: Provide necessary adapters to join pipe of different types. Comply with specifications for respective joints.
- D. Polyethylene Encasement:
 1. Provide polyethylene encasement on all buried ductile iron pipe, fittings, and accessories.
 2. In Accordance With ANSI/AWWA C105 (ANSI A21.5).

PART 3 EXECUTION

3.1. INSTALLATION

- A. Comply with Section 40 05 05.

END OF SECTION

SECTION 40 05 24.23 STEEL PIPE FOR WATER SERVICE

PART 1 GENERAL

1.1. DESCRIPTION

- A. Scope of Work: Furnish all labor, materials, equipment and incidentals required and install all above and below ground steel pipe and appurtenances as shown on the Drawings and as specified herein. Steel pipe shall include black steel and galvanized steel pipe and fittings.
- B. Related Work Specified Elsewhere
 - 1. Section 09 91 00, Painting
 - 2. Division 40, Mechanical

1.2. QUALITY ASSURANCE

- A. Reference Standards: Comply with the applicable provisions and recommendations of the following except as otherwise shown or specified:
 - 1. ASTM A47 - Standard Specification for Ferritic Malleable Iron Castings.
 - 2. ASTM A53 - Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless.
 - 3. ASTM A105 - Standard Specification for Carbon Steel Forgings for Piping Applications.
 - 4. ASTM A153 - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware.
 - 5. ASTM A234 - Standard Specification for Piping Fittings of Wrought Carbon Steel and Alloy Steel for Moderate and High Temperature Service.
 - 6. ASTM A307 - Standard Specification for Carbon Steel Bolts, Studs, and Threaded Rod 60 000 PSI Tensile Strength.
 - 7. ASME B16.1 - Gray Iron Pipe Flanges and Flanged Fittings: Classes 25, 125, And 250.
 - 8. ASME B16.5 - Pipe Flanges and Flanged Fittings
 - 9. ASME B16.9 - Factory-Made Wrought Butt welding Fittings
 - 10. American Welding Society (AWS)
 - 11. AWWA C200 - Steel Water Pipe, 6 In. (150 mm) and Larger
 - 12. AWWA C207 - Steel Pipe Flanges for Waterworks Service - Sizes 4-in through 144-in.
 - 13. AWWA C208 - Dimensions for Fabricated Steel Water Pipe Fittings
 - 14. AWWA C210 - Liquid-Epoxy Coatings and Linings for Steel Water Pipe and Fittings
 - 15. AWWA M11 - Steel Pipe -- A Guide For Design And Installation
- B. Where reference is made to one of the above standards, the revision in effect at the time of bid opening shall apply.
- C. All steel pipe and fittings shall be furnished by manufacturers who are fully experienced, reputable and qualified in the manufacture of the items to be furnished. The equipment shall be designed, constructed and installed in accordance with the best practices and methods and shall comply with this Section as applicable.
- D. Steel pipe and fittings shall conform to all applicable standards of ASTM, ANSI, ASME, and AWWA.

1.3. SUBMITTALS

- A. Submit to the ENGINEER, in accordance with Section 01 33 00, a list of materials to be furnished, the names of the suppliers and the date of delivery of materials to the site. Submittals shall include at least the following:
- B. Shop drawings including piping layouts, schedules, dimensioning, fittings, locations of valves and appurtenances, joint details, methods and locations of supports and all other pertinent technical specifications for all piping to be furnished.

- C. Shop drawing submittals for piping under this section shall include all data and information required for the complete piping systems. All dimensions shall be based on the actual equipment to be furnished. Types and locations of pipe hangers and/or supports shall be shown on the piping layouts for each piping submittal.

1.4. SYSTEM DESCRIPTION

- A. Steel piping shall be installed in the locations shown on the Drawings.
- B. The equipment and materials specified herein are intended to be standard types of steel pipe and fittings for use in transporting natural gas, air, and water.

PART 2 PRODUCTS

2.1. MATERIALS

- A. Seamless steel pipe shall be standard weight, Schedule 40 and shall conform to ASTM A53. Where indicated on the Drawings to be galvanized, pipe shall be hot-dipped galvanized after fabrication.
- B. Joints for pipe 2-in or less shall be threaded for standard screwed joints. Threaded joints shall be made up with good quality thread compound and applied to the male thread only. After having been set up, a joint shall not be backed off unless the joint is completely broken, the threads cleaned and new compound applied. All joints shall be air tight. A sufficient number of unions shall be provided to allow for convenient removal of piping.
- C. Fittings for steel pipe 2 inches or less shall be standard malleable iron, 150 lbs except for steam and hot water cleaning piping which shall be extra heavy, malleable iron, 300 lbs. Fittings shall conform to ASTM A47, Grade 32510 service rating. for galvanized pipe, fittings shall also be hot dipped galvanized and shall conform to ASTM A153. Joints for fittings shall be threaded for standard screwed joints.
- D. Where flanged connections are indicated or otherwise required on pipe 2 inches or less for connection to flanged valves, fittings and appurtenances, they shall be made up using companion type flanges. Where flanged fittings are indicated or otherwise required, they shall be made up using threaded steel nipples and steel companion type flanges. Companion flanges shall be steel, 150 lb ASME Standard flat face flanges of the threaded type. Flanges shall be spot faced on the back around each bolt hole. for galvanized pipe, flanges shall also be hot-dipped galvanized.
- E. Pipe greater than 2-in size shall have welded joints. Fittings shall be manufactured per AWWA C208. Pipe shall be field welded using "butt straps" or "slip belts" per AWWA M11 standard details. Flanges shall be AWWA C207 Class "D" ring type. Gaskets shall be ring type, composition asbestos sheet no. 3, 1/16-in thick, i.d. and o.d. as required by pipe size. Bolts and nuts for flanges shall be hex head cap screws conforming to ASME B16.2, coarse threads, Class 2A fit, manufactured of ASTM A307, Grade B steel. Split type couplings as specified in Section 40 05 51 may be used in lieu of flanged or welded joints as approved by the engineer. Pipe for split type couplings shall have radius grooved ends for a rigid joint.

2.2. SURFACE PREPARATION AND SHOP PRIME PAINTING

- A. All piping and fittings exposed to view shall have its surface prepared and be painted as specified in Section 09 91 00. Surface preparation and shop priming is a part of the work of this section. Pipe finish painting and marking is included in Division 09, but it shall be part of the work of this section to assist as required by the ENGINEER in identifying pipe contents, direction of flow and all else required for proper marking of pipe.

PART 3 EXECUTION

3.1. INSTALLATION

- A. Steel pipe shall be installed true to alignment, and rigidly supported anchors shall be provided where required under Section 40 05 07 or as shown on the Drawings. After installation, the piping shall be tested as specified in PART 3.

- B. All threads shall be clean, machine cut and all pipes shall be reamed before erection. Each length of pipe as erected shall be up-ended and rapped to dislodge dirt and scale.
- C. Screwed joints shall be made up with good quality thread compound and applied to the male thread only. After having been set up, a joint must not be backed off unless the joint is completely broken, the threads cleaned and new compound applied. All joints shall be air-tight.
- D. All piping shall have a sufficient number of unions to allow convenient removal of piping. Unions shall be compatible with pipe.
- E. When cutting of pipe is required, the cutting shall be done by machine in a neat workmanlike manner without damage to the pipe. Cut ends shall be smooth and at right angle to the axis of the pipe.
- F. All field welding shall be in accordance with the AWS. The strength of the field weld shall develop the strength of the pipe.

3.2. TESTING AND CLEANING

- A. Testing and cleaning shall be as specified in sections 33 01 12 and 33 05 05.

END OF SECTION

SECTION 40 05 31 THERMOPLASTIC PROCESS PIPE

PART 1 GENERAL

1.1. DESCRIPTION

- A. Scope:
 - 1. Furnish all labor, materials, equipment and incidentals for exposed PVC pipe systems.
 - 2. The extent of plastic piping is shown on the Drawings and in the schedules in Section 40 05 05.
- 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 09 91 00, Painting.
 - 2. Section 40 05 05, Exposed Piping Installation.

1.2. QUALITY ASSURANCE

- A. Reference Standards: Comply with the latest edition of the following:
 - 1. ASTM D1784 - Standard Classification System and Basis for Specification for Rigid Poly(Vinyl Chloride) (PVC) Compounds and Chlorinated Poly(Vinyl Chloride) (CPVC) Compounds.
 - 2. ASTM D2241 - Standard Specification for Poly(Vinyl Chloride) (PVC) Pressure-Rated Pipe (SDR Series).

1.3. SUBMITTALS

- A. Shop Drawings and Product Data: Comply with the general requirements of Section 01 33 23 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 40 05 05.

1.4. DELIVERY, STORAGE AND HANDLING

- A. Refer to Section 40 05 05.

PART 2 PRODUCTS

2.1. CHLORINATED POLYVINYL CHLORIDE (CPVC) PIPING

- A. Pipe and Fitting Material:
 - 1. Standard: ASTM D1784.
 - 2. Type: Cell Classification, 23447-B.
- B. Pipe:
 - 1. Standard: ASTM D 1785.
 - 2. Designation: PVC 4120.
 - 3. Schedule: Schedule 80.
- C. Joints:
 - 1. Connect pipe by solvent cementing except where flanged or threaded fitting are required at expansion joints, valves, flowmeters, equipment connections or otherwise shown or directed.
 - 2. Flanged Joints:
 - a. Use flanges joined to pipe by solvent cementing.
 - b. Flange Drilling and Dimensions: Comply with ASME B16.1.

- c. Flange Gaskets: Use Viton, full face unless other, more durable material recommended by pipe manufacturer for service intended.
 - d. Bolts and Nuts: Type 304 stainless steel.
 - 3. Threaded Joints:
 - a. Taper Pipe Threads: ANSI B2.
 - b. Joint Preparation: Teflon Tape.
 - 4. Primer and Solvent Cement: Standard: ASTM D 2564.
 - D. Fittings:
 - 1. Socket-Type: a Standard: ASTM D 2467.
 - a. Wall Thickness: Schedule 80.
 - b. Designation: CPVC.
 - 2. Threaded-Type:
 - a. Standard: ASTM D 2464.
 - b. Wall Thickness: Schedule 80.
 - c. Designation: CPVC.
- ## 2.2. POLYVINYL CHLORIDE (PVC) PIPING
- A. Pipe and Fitting Material:
 - 1. Standard: ASTM D 1784.
 - 2. Type: Cell Classification, 12454-B
 - B. Pipe:
 - 1. Standard: ASTM D 1785.
 - 2. Designation: PVC 1120.
 - C. Joints:
 - 1. General: Connect pipe by solvent cementing except where flanged or threaded fitting are required at expansion joints, valves, flowmeters, equipment connections or otherwise shown or directed.
 - 2. Flanged Joints:
 - a. Use flanges joined to pipe by solvent cementing.
 - b. Flange Drilling and Dimensions: Comply with ANSI B 16.1.
 - c. Flange Gaskets: Use Viton, full face unless other, more durable material recommended by pipe manufacturer for service intended.
 - d. Bolts and Nuts: Type 304 stainless steel.
 - 3. Threaded Joints:
 - a. Taper Pipe Threads: ANSI B2.1.
 - b. Joint Preparation: Teflon Tape.
 - 4. Primer and Solvent Cement: Standard - ASTM D 2564.
 - D. Fittings:
 - 1. Socket-Type:
 - a. Standard: ASTM D 2467.
 - b. Wall Thickness: Schedule 80.
 - c. Designation: PVC I.
 - 2. Threaded-Type:
 - a. Standard: ASTM D 2464
 - b. Wall Thickness: Schedule 80.
 - 3. Designation: PVC I.

2.3. MARKING REQUIREMENTS

- A. Intervals: 5 feet maximum.
- B. Designation:
 - 1. Pipe nominal size and NSF mark.
 - 2. Pipe schedule or SDR designation.
 - 3. Designation "Specification ASTM D-1785 or ASTM D-2241."
 - 4. PVC cell classification.
 - 5. Manufacturer's Name Or Trade Name And Code.

PART 3 EXECUTION

3.1. INSTALLATION

- A. Comply with Section 40 05 05.

END OF SECTION

SECTION 40 05 51 PROCESS VALVES

PART 1 GENERAL

1.1. DESCRIPTION

- A. Scope: CONTRACTOR shall furnish all labor, materials, equipment and incidentals required to provide all valves and appurtenances as shown and specified.
- B. The valves and appurtenances including within this specification shall include, but are not limited to, the following. All items specified herein may not be included in this project.
 - 1. Gate Valves
 - 2. Butterfly Valves for Fluid Service
 - 3. Butterfly Valves for Air Service
 - 4. Check Valves
 - 5. Solenoid Valves
 - 6. Pressure Gauges
 - 7. Diaphragm Seals for Pressure Gauges
 - 8. Ball Valves (Plastic)
 - 9. Unions (Plastic)
 - 10. Hose Bibb
- C. System Description:
 - 1. All of the equipment and materials specified herein is intended to be standard for use in controlling the flow of potable water, or air, depending on the individual systems, as noted on the Drawings. Drawings and as specified, so as to form complete workable systems.
 - 2. Unless otherwise noted all powered valve operators shall have:
 - a. Valves smaller than 8 inches: electric operators 480V, 3 phase, 60 Hz.
 - b. Valves 8 inches and larger: electric operators 480 volt, 3 phase, 60 Hz.
 - c. Solenoid valves: 120 volt, single phase, 60 Hz, NEMA 4 enclosure, continuous duty Class F coils and manual operator.
 - d. See other paragraphs for additional requirements.
- D. Coordination: Review installation procedures under other Sections and coordinate with the Work which is related to this Section including exposed piping installation, piping insulation, heating, ventilating and air conditioning, plumbing, chemical feed equipment, etc.
- E. Related Work Specified Elsewhere:
 - 1. Section 09 91 00, Painting.
 - 2. Section 40 05 07, Hangers, Supports and Restraints.
 - 3. Division 16, Electrical.
- F. Certain appurtenances for individual types of pipe or systems are specified with the specific type of pipe or system. However, additional items are specified in this Section.
- G. Certain items similar to those specified in this Section may be specified to be furnished and installed with individual equipment or systems. In case of a conflict, those individual equipment or system requirements shall govern.
- H. Piping and disinfection for potable water systems is included in Section 33 01 10.

1.2. QUALITY ASSURANCE

- A. Manufacturer's Qualifications:

1. Valves and appurtenances provided under this Section shall be the standard product in regular production by manufacturers whose products have proven reliable in similar service for at least five years.
2. Insofar as possible all valves of the same specific type shall be the product of one manufacturer.
- B. Reference Standards: Comply with applicable provisions and recommendations of the following, except as otherwise shown or specified.
 1. AWWA C504 - Rubber-Seated Butterfly Valves.
 2. AWWA C515 - Reduced-Wall, Resilient-Seated Gate Valves for Water Supply Service
 3. ASME B16.1 - Cast-Iron Pipe Flanges and Flanged Fittings.
 4. ASME B16.4 - Cast-Iron Screwed Fittings.
 5. ASTM A 307 - Carbon Steel Bolts, Studs, and Threaded Rod 60 000 PSI Tensile Strength.
 6. ASTM A 354 - Quenched and Tempered Alloy Steel Bolts, Studs, and Other Externally Threaded Fasteners.
 7. Standards of National Electrical Manufacturer's Association.

1.3. SUBMITTALS

- A. Shop Drawings:
 1. Comply with the requirements of Section 01300.
 2. Submit for approval detailed drawings, data and descriptive literature on all valves and appurtenances, including:
 - a. Dimensions.
 - b. Size.
 - c. Materials of construction.
 - d. Weight.
 - e. Protective coating.
 - f. Actuator weight
 - g. Calculations for actuator torque where applicable.
 - h. Wiring diagram including:
 - 1) Ladder diagrams.
 - 2) Point-to-point wiring.
- B. Manufacturer's Certificates:
 1. Comply with the requirements of Section 01 33 00.
 2. Submit manufacturer's certificates of compliance with ANSI, AWWA and other Standards listed herein.
- C. Manufacturer's Service Report:
 1. Comply with the requirements of Section 01 33 00.
 2. Certify that valves are properly installed except as noted.
 3. Recommend corrective action for any deficiencies noted.
- D. Operating and Maintenance Data:
 1. Comply with the requirements of Section 01 78 23.
 2. Submit a detailed operation and maintenance manual for all valves and appurtenances provided under this Section including the following information:
 - a. Product name and number.
 - b. Name, address and telephone number of manufacturer and local distributor.
 - c. Instruction bulletins for operation, maintenance and recalibration.
 - d. Complete parts and recommended spare parts lists.

1.4. WARRANTY

- A. Comply with the requirements of Section 01 78 36.

1.5. PRODUCT DELIVERY, STORAGE AND HANDLING:

- A. Comply with the requirements in Section 01 60 00.
- B. Handle all valves and appurtenances with care.
- C. Valves and appurtenances which are cracked, chipped, distorted or otherwise damaged or dropped will not be acceptable.
- D. Store all valves and appurtenances off the ground in enclosed shelter.

PART 2 PRODUCTS

2.1. MATERIALS

A. General:

- 1. All valves shall have manufacturer's name and working pressure cast in raised letters on valve body.
- 2. All manual valve operators shall turn right to close unless otherwise specified. Valves shall indicate the direction of operation.
- 3. Unless otherwise specified all flanged valves shall have ends conforming to ASME B16.1, Class 125.
- 4. All bolts and studs embedded in concrete required to connect wall pipes to valves and appurtenances specified herein shall be stainless steel.
- 5. All other bolts, nuts and studs shall, unless otherwise approved, conform to ASTM A 307. Grade B cadmium plated, hot dipped galvanized.
- 6. Bolts and nuts shall have hexagon heads and nuts.
- 7. Gasket material and installation shall conform to manufacturer's recommendations.

B. Gate Valve:

1. 2-1/2-inches Diameter and Smaller:

- a. Type: Rising stem with solid wedge and union bonnet
- b. Construction:
 - 1) Body: Bronze
 - 2) Packing: TFE impregnated asbestos
 - 3) Trim: Bronze
- c. End Connections: As required
- d. Manufacturer and Model:
 - 1) Jenkins, Fig. 47-U
 - 2) Walworth, Fig. 2
 - 3) Or equal.
- e. All water valves 2-1/2-in and 3-in unless noted otherwise, shall be brass body gates and shall be Jenkins No. 1240, or Hammond 1B-647.

2. 3-inch and larger

- a. Standard: AWWA C509 and AWWA C515 as applicable to the type of valve specified.
- b. General: Unless otherwise specified below, these requirements shall apply to all gate valves.
- c. Construction and Design:
 - 1) Buried and submerged valves shall be as Specified in Section 33 14 19.
 - 2) Exposed valves shall be furnished with Class 125 flanged ends; provide valves with non-rising stems.

- 3) All-metal valves shall be manufactured of ASTM A126 Cast Iron, Class B, with bronze mounting design.
 - 4) Non-rising stem valves shall use a double O-ring stem seal, except that packing shall be used where geared operators are required.
 - 5) All valve bodies shall be hydrostatically tested to at least twice the rated working water pressure. In addition, valves shall be seat-tested, bi-directional at the rated working pressure, with seat leakage not to exceed one fluid ounce per inch of valve diameter per hour. Provide certificates of testing.
 - 6) Flanged valves to have face-to-face dimensions per ASME B 16.1 and flanges per ASME B 16.10.
 - 7) All bonnet and packing gland bolts shall be zinc or cadmium electroplated steel; packing gland bolts shall have bronze nuts.
 - 8) Provide geared operator and chainwheel, chain and chain guides for valves with handwheel centerline more than 6-ft above operating level.
 - 9) All valves shall be marked per AWWA Standards, including name of Manufacturer, valve size and working pressure and year of manufacture.
 - 10) Unless otherwise indicated, valves 12-in and smaller shall be capable of installation in the vertical or horizontal position, sealing in both directions at the rated pressure.
 - 11) Valve operation shall be counterclockwise (OPEN) for both potable water and wastewater. Provide permanent label showing "OPEN" and arrows.
 - 12) Resilient seated valves shall be coated, interior and exterior, with fusion-bonded epoxy per AWWA C550.
- d. Valve Applications and Manufacturers:
- 1) Valves for Potable Water Service: Resilient seated design manufactured by:
 - a) American Flow Control
 - b) Kennedy Valve
 - c) M&H Valve
 - d) Clow Valve Company
 - 2) Valves for Wastewater Service: Resilient seated design manufactured by:
 - a) American Flow Control
 - b) Kennedy Valve
 - c) M&H Valve
 - d) Clow Valve Company
- e. Valve Requirements: Resilient Seated
- 1) Conform to AWWA C509 or C515. Also, UL and FM approved.
 - 2) Internal and external epoxy coating of valve body, including bonnet, per AWWA C550.
 - 3) Gate shall be encapsulated with synthetic rubber. It shall be bonded and vulcanized in accordance with ASTM B429 Method
 - 4) No recesses in valve body.
- f. Buried Valves: Buried valves shall be as specified in Section 33 14 19.
- g. Tapping Valves: Tapping valves shall comply with the same requirements as resilient seated gate valves except they shall have the flanged end and port opening modified for tapping service. Valves shall be capable of passing a full nominal sized cutter without damage to the valve. Valves shall have non-rising stems. Tapping sleeves and service clamps for process piping shall be as specified in Section 40 05 09. Valve shall be manufactured by:
- 1) American Flow Control
 - 2) Kennedy Valve

- 3) M&H Valve
- 4) Clow Valve Company
- C. Butterfly Valves for Fluid Service (Metal Body):
 - 1. Standard: AWWA C504, certified.
 - 2. Body Type: Short body unless otherwise shown.
 - 3. Pressure Class: Rated at a minimum 150 psig or as specified in the Process Valve Schedule.
 - 4. Construction:
 - a. Body:
 - 1) Cast iron
 - 2) Body shall have permanently self-lubricating body bushings.
 - 3) Packing:
 - a) Packing shall be of the self-compensating v-type.
 - b) Packing shall be held in place by a bolted corrosion resistant retainer plate or gland; retainer clips are not acceptable
 - 4) Disc:
 - a) 20-inch and Smaller: Cast iron with Ni-Chrome or stainless steel edge.
 - b) 24-inch and larger: Cast iron with Ni-Chrome or stainless steel edge.
 - 5) Shaft:
 - a) Type 304 stainless steel.
 - b) Shaft shall be designed for both torsional and shearing stresses when the valve is operated under its greatest dynamic or seating torque.
 - c) No reduction of valve diameter will be allowed except at the operator connection.
 - 6) Seats:
 - a) Natural or synthetic rubber.
 - b) Seats shall be full resistant seats retained in the body or on the disc edge in accordance with AWWA C504.
 - c) For valves 24 inch in diameter and larger, when the resilient seat is attached to the body, discs shall have Type 316 stainless steel seating edges.
 - d) When the resilient seat is attached to the disc, it shall be fastened with a one piece Type 316 stainless steel retaining ring, Type 316 stainless steel Nylock set screws and a mating Type 316 stainless steel ring shall be installed in the valve body.
 - 7) End Connections: Flanged unless otherwise indicated on the Process Valve Schedule. Flanged valves shall be fully faced.
 - 5. Design:
 - a. Valves and their operators shall be designed for a flow velocity meeting their class requirements.
 - b. All valves and operators shall be designed for bi-directional flow.
 - c. Valves 30-inch and larger shall have flow through type vane.
 - d. Replacement of seals, for all butterfly valves, shall not require removal of the valve from the line.
 - e. Replacement of seals on valves 30 inches or larger shall not require disturbing any part of the valve or operator assembly, except any packing follower gland.
 - 6. Actuator:
 - a. Gearing for the actuators where required shall be totally enclosed in a gear case in accordance with AWWA C504.
 - b. Manual actuators shall conform to AWWA C504, insofar as applicable. Actuators shall have a permanent indicator with raised or engraved marks to show the position of the valve.

7. Manufacturer:
 - a. Henry Pratt Company
 - b. DeZurik
 - c. Or equal.
- D. Butterfly Valves for Air Service (Metal Body):
 1. Standard: Butterfly valves for air service shall meet ASME B16.104 and MSS-SP-67, except as modified herein.
 2. Body Type: Wafer style, except for dead end service, where flanged valves shall be used.
 3. Construction:
 - a. Body: Cast iron.
 - b. Disc:
 - 1) Bronze, semi-steel, or ductile iron
 - 2) Disc Edge shall be Monel, Type 316 stainless steel, or welded nickel machined to a smooth surface.
 - c. Shaft:
 - 1) Type 316 stainless steel
 - 2) Shaft shall be one piece
 - 3) Shaft seals shall be finished, ground and polished to minimize bearing and shaft seal wear.
 - 4) Shafts of 8 inch or larger valves shall have a non-adjustable thrust collar.
 - d. Seats: Valves shall have resilient seats of reinforced Norel (EPDM).
 - e. End Connections: Wafer style unless otherwise indicated on the Process Valve Schedule. Flanged valves shall be fully faced.
 4. Design:
 - a. Wafer style butterfly valves shall have an air profile (undercut) disc.
 - b. Air butterfly valves shall be suitable for 250 degree F continuous and 300 degree F intermittent operation.
 - c. ALL valves shall be furnished with self lubricating bearings of TFE coated stainless steel.
 - d. Shaft seals shall be provided to prevent leakage and to protect bearings from internal or external corrosion. Use EPDM or Buna-N O-rings or self adjusting packing.
 5. Actuator:
 - a. Valves 8 inch and smaller shall have 10-position levers.
 - b. All manually actuated valves 10 inch and larger shall be operated using a geared operator.
 - c. All units shall have adjustable open and closed position stops with provision to prevent accidental adjustment changes.
 6. Manufacturer:
 - a. DeZurik
 - b. Or equal.
- E. Check Valve:
 1. Double Door Disc for Air Service:
 - a. Construction:
 - 1) Body: Cast iron
 - 2) Valve Plate, Clamp Plate, Hinge Post, and Fasteners: Aluminum
 - 3) Seat: EPDM.
 - 4) End Connections: Flanged, ASME B16.1 Class 125 unless otherwise specified in the Process Valve Schedule.
 - b. Design:

- 1) The elastomer shall close and seal the valve without using springs or seats.
- 2) Valves shall be suitable for 250 degree F continuous and 300 degree F intermittent air service.
- 3) Valve travel shall be 45 degree.
- c. Manufacturer and Model:
 - 1) Techno Corporation, Model Technocheck 5004
 - 2) Or equal.
2. Plastic
 - a. Type: Ball check, true union type.
 - b. Construction: PVC with EPDM seals and seat.
 - c. Size: Same as connecting piping unless shown otherwise.
 - d. End connections: Flanged or socket welded as shown and specified.
 - e. Manufacturer:
 - 1) Techno Corporation, Model Technocheck 5004
 - 2) Spears Manufacturing Company.
 - 3) ASAHI/America.
 - 4) Chemtrol.
 - 5) Or equal.
- F. Solenoid Valve for Air and Water Service:
 1. Type: Solenoid valves shall be packless piston type direct acting for sizes less than 1-in and internal pilot operated for sizes 1-in and larger, 2-way or 3-way, valves.
 2. Construction:
 - a. Body: Forged brass bodies
 - b. Internal Parts: Type 304 stainless steel
 - c. Seats: Buna-N or Ethylene Propylene
 - d. End Connections: Threaded
 - e. Pressure Class: Valves shall have a minimum 150 psig safe working pressure and zero minimum operating pressure differential.
 3. Design:
 - a. Valves shall be energized to open, except for valves on water seal lines to pumps which shall be energized to close.
 - b. Note that solenoid valves may be shown on Electrical and/or Mechanical Drawings, or may only be specified.
 - c. Solenoid valves shall have NEMA 4X enclosures and operate on 120 volt, 60 hertz single phase unless otherwise shown on the Drawings.
 4. Manufacturer:
 - a. ASCO Valve.
 - b. Red Hat as manufactured by Automatic Switch Co.
 - c. Or equal.
- G. Pressure Gauges:
 1. Bosses, connections, or nipples for gauges shall be provided as acceptable to the ENGINEER. Unbossed tappings shall not be acceptable. Where gauge tappings are not available in the suction or discharge nozzle, the necessary tapping in the adjacent piping shall be made.
 2. In addition to the locations shown on the Drawings, pressure gauges shall be furnished and installed on the upstream and downstream sides of pressure reducing stations and in the suction

- and discharge nozzle of all pumps, compressors and similar equipment. Additional pressure gauges shall be furnished and installed as specified with individual equipment.
3. Gauges shall be furnished as part of a complete factory assembly, including gauge, snubber, liquid fill, bar stock ball valve isolation valve and threaded red brass connecting piping.
 4. Unless otherwise noted, gauge rating shall be from 0 to at least 2.5 percent higher than the rating of the pipe it is connected to.
 5. For Liquid Service:
 - a. Pressure gauges shall have an ABS case and shall be 4-1/2-in nominal diameter with a full-sized Type 316 stainless steel Bourdon tube and a 300 series stainless steel movement. The gauges shall be liquid filled with glycerin and shall be provided with a filler/breather cap. The socket shall be 1/4-in NPT Type 316 stainless steel with a bottom connection and the dial shall be a white background with black markings. Gauges shall be ANSI Grade A plus or minus 1 percent of scale and shall have a blow-out back design.
 - b. Gauges for the above services shall be the appropriate model, liquid filled, as manufactured by U.S. Gauge; Ashcroft; Terice or equal.
 6. Air Service:
 - a. Unless otherwise noted, pressure gauges for low pressure air pipelines shall have a range of 0 to 15 psig.
 - b. Pressure gauges shall have a 300 series stainless steel case and shall be 4-1/2-in nominal diameter with a Type 316 stainless steel Bourdon tube and a 300 series stainless steel movement. The socket shall be 1/2-in NPT Type 316 stainless steel with a bottom connection. Gauges shall have an accuracy of at least plus or minus 0.25 percent of scale. Gauges shall be furnished with needle valve isolation.
 - c. Gauges for air service shall be Model 5840 as manufactured by Marsh Instrument Co., Skokie, IL or equal.
 7. Gauges shall be furnished from standard ranges of the manufacturer, with dual range (ft and psi) scales, per the following schedule:
- H. Diaphragm Seals for Gauges
1. Diaphragm seals shall be installed for all pressure gauges and pressure switches to protect pressure gauges and pressure switches from contact with the fluid in the pipeline. Gauges shall be furnished as part of a complete factory assembly, including gauge, snubber, diaphragm seal, liquid fill, bar stock isolation valve and threaded red brass interconnecting piping. Furnish also a 1/4-in backflushing connection and ball valve.
 2. For services other than sodium hypochlorite, diaphragm seals shall be minimum 2-1/2-in diameter, or as required for the connected pressure gauges. The diaphragm shall be "thread attached" to both piping and pressure switches or gauges. Furnish mineral oil fill between the diaphragm seal and the gauge.
 - a. Diaphragm seals shall have an upper housing of cadmium plated carbon steel, with the lower housing of Type 316 stainless steel or appropriate material compatible with service fluid and pressure. Bolts shall be Type 304 stainless steel. Diaphragms shall be Teflon.
 - b. Each diaphragm seal shall be connected to its respective piping or equipment with threaded red brass pipe and fittings. Pipe size and diaphragm tap size shall match the size of the gauge tap on the equipment, but shall not be less than 3/4-in, except for connections to plant water piping which shall be minimum 1/2-in. Furnish a ball valve shut-off valve between the pipeline or equipment and the diaphragm seal.
 - c. Each diaphragm seal shall have a minimum 1/4-in NPT flush connection with ball valve and gauge tap to match the size of the gauge.
 - d. Furnish pulsation dampeners adequate to prevent pulsation and/or vibration of the gauge indicator under all system operating conditions.

- e. Pump gauges shall connect to the diaphragm seal by a flexible Type 304 stainless steel capillary tube. Gauges shall be mounted on a support stand independent of the pump and piping, to minimize vibration of the gauges caused by vibration of the equipment or piping. Mount both the suction and discharge gauges at the same elevation. Furnish supports as specified in Section 40 05 07, or attach gauges to the seal water assembly support (where applicable).
 - f. Diaphragm seals shall be Type SG by Mansfield and Green; Ashcroft or equal.
- 3. Diaphragm seals for sodium hypochlorite chemical piping pressure gauges shall be equal to Series 30 threaded-end (1/2-in to 1-in diameter piping) or Series 40 wafer flange (1-1/2-in to 2-in diameter piping) as manufactured by Red Valve. Body shall be PVC with PVC end caps and diaphragms shall be Hypalon.
- I. Ball Valves (Plastic):
 - 1. Type: True union ball valve.
 - 2. Construction: Use same material (PVC or CPVC) as connecting piping, with EPDM shaft seals and Teflon seats.
 - 3. Valve shall be constructed so that seat wear can be adjusted by tightening union nut.
 - a. Operator:
 - b. Provide manual lever operator unless otherwise shown.
 - 4. Electric actuators shall be valve manufacturer's standard for 120 V, single phase power.
 - 5. Size: Provide same size valve as connecting piping unless shown otherwise.
 - 6. End connection: Flanged or socket welded as shown and specified.
 - a. Manufacturer:
 - b. Spears Manufacturing Company.
 - c. ASAHI/ America.
 - d. Chemtrol.
 - e. Or equal.
- J. Unions (Plastic):
 - 1. Construction: Use same material (PVC or CPVC) as connecting piping with viton O-rings.
 - 2. Size: Same as connecting piping unless shown otherwise.
 - 3. End connections: Socket welded as shown and specified.
 - 4. Manufacturer:
 - a. Spears Manufacturing Company.
 - b. Chemtrol.
 - c. George Fischer Sloane, Inc.
 - d. Or equal.
- K. Hose Bibbs:
 - 1. Service: Plant water.
 - 2. Type: solid wedge, non-rising stem with cap and chain.
 - 3. Location and Size: As shown on the Drawings or otherwise specified.
 - 4. End Connections: Provide quick connect adapter with female NPT as specified.
 - 5. Construction:
 - a. Body and Trim: Bronze.
 - b. Wedge: Bronze.
 - c. Cap and Chain: Bronze.
 - 6. Manufacturer and Model:
 - a. Crane Co. No. 451.

- b. Or Equal.

2.2. VALVE APPURTENANCES

A. Extension Stems, Stem Guides, Wrenches and Keys:

1. Extension stem shall be at least as large as the stem of the valve it operates.
2. Intermediate stem guide shall be installed for extensions more than 10 feet long.
3. Stem brackets and guides shall be made of cast iron and have fully adjustable bronzed bushed guide block. Fasten brackets to walls with approved expansion bolts.
4. Operating nuts about 2 inches square shall be included with extension stem.
5. Provide operating key or wrench of suitable length and size for each valve that is not readily accessible to direct operation.

B. Extension Bonnets: Shall be provided as shown on drawings or Process Valve Schedule. Extension shall be of adequate length to place top of bonnet as shown on the drawings.

C. Manual Operators:

1. Type: Handwheel, lever, chainwheel, chainlever or operating nut.
2. Location:
 - a. Handwheel or Lever: Comply with Process Valve Schedule.
 - b. Chainwheel or Chainlever: Provide on all valves more than 6 feet 6 inches above the operating floor level or as otherwise specified in Process Valve Schedule.
 - c. General:
3. Conform to the requirements of AWWA C504.
 - a. Maintain valve position in any intermediate position without creep or flutter.
 - b. Designed to prevent over travel of valve at either full open or closed position.
 - c. Designed to produce required torque at a maximum input pull of 80 pounds.
4. Gearing:
 - a. Provide worm gear operators for all handwheel and chainwheel operated butterfly valves.
 - b. Design: Totally enclosed.
5. Chainwheel Operator Details:
 - a. Chainwheel: Manufacturer's standard design or sprocket wheel bolted directly to valve handwheel.
 - b. Chain:
 - 1) Material: Zinc-coated steel.
 - 2) Length and Size: As reviewed by the ENGINEER.
 - c. Chain Hold Device: Equip each operator with 1/2-inch hook bolt located to keep chain out of walking area.
6. Additional Butterfly Valve Operator Details:
 - a. Stop-limiting Devices: Provide for open and closed positions.
 - b. Design: Adequate to avoid damage to all components from 200 lb pull on handwheel or chainwheel operators or 300 ft-lb input torque from operating nuts.

D. Motor Operators:

1. Electric Open/Closed Valve Actuators:
 - a. General:
 - 1) Self-contained unit with drive motor and controls, reduction gearing, limit and torque switching gearing, declutching device and auxiliary handwheel;
 - 2) Torque Rating: 1.5 times maximum required torque;
 - 3) Gearing capable of opening or closing valve from one extreme to the other in not less than 30 seconds nor more than 60 seconds;

- 4) Mechanical Stops: Internal limit stops to prevent overtravel;
 - 5) Rotation: 90 degrees reversible;
 - 6) Limit switches for valve open/closed control;
 - 7) Auxiliary Limit Switches for Remote Position Indication: 4 SPDT required - 2 for open and 2 for closed indication;
 - 8) Adjustable torque switches to protect motor in the event of excessive torque developed during travel in either direction;
 - 9) Handwheel:
 - a) Provide integral declutching mechanisms to disengage motor and motor gearing mechanically;
 - b) Design so handwheel does not rotate during motor operation;
 - c) Design to produce required torque at maximum input pull of 80 pounds.
 - 10) Enclosure: NEMA 4.
- b. Electrical Features:
- 1) Characteristics:
 - a) Power Supply: 480-volt, 3-phase, 60 Hz;
 - b) Control Power: 120 volt, single phase, 60 Hz;
 - 2) Motor duty rating sufficient for one complete open-close-open or reverse cycle without exceeding motor temperature rating;
 - 3) Integral reversing magnetic starter;
 - 4) Circuit breaker disconnect with external operating handle;
 - 5) 120 volt, single phase space heater, if required to eliminate moisture;
 - 6) Local Controls:
 - a) Remote/local switch;
 - b) Open and closed position indicating lights;
 - c) Reversible, intermittent contact open-stop-closed switch;
 - d) Mount controls on the cover of the unit.
- c. Manufacturer:
- 1) Limitorque;
 - 2) AUMA;
 - 3) Rotork;
 - 4) Or equal.
- E. Miscellaneous: Double pole, double throw, isolated circuits with lever operator and in NEMA enclosure.
- F. Painting: All ferrous surfaces shall be shop primed and field painted. Painting shall be in accordance with Section 09 91 00.

2.3. VALVE SCHEDULE

- A. Attached at the end of this Section is the "Process Valve Schedule" for valves 4-inches and larger. Conform to the type, size, joint, press operator and designation shown unless otherwise approved by ENGINEER.
- B. This schedule may be subject to revision to suit equipment actually installed or to provide for valves inadvertently omitted. CONTRACTOR shall provide all valves as shown on schedules and Drawings.
- C. Valves are identified by a letter and number code. First two or three letters designate type of valve. The number designates a certain size, connection and operator for that type of valve. Identifying legends follow:

<u>FIRST TWO OR THREE LETTERS</u>	<u>TYPE OF VALVES</u>
-----------------------------------	-----------------------

CV	CHECK VALVES
BFV	BUTTERFLY VALVE
BV	BALL VALVE

D. Connection Abbreviation:

1. Flanged Joint - CF
2. Threaded - CT
3. Mechanical Joint - MJ
4. Valve Identification Tags - Not Required In This Contract.

PART 3 EXECUTION

3.1. INSTALLATION - GENERAL

- A. All valves and appurtenances shall be installed per the Manufacturer's instructions in the locations shown, true to alignment and rigidly supported. Any damage to the above items shall be repaired to the satisfaction of the ENGINEER before they are installed.
- B. Install all brackets, extension rods, guides, the various types of operators and appurtenances as shown on the Drawings, or otherwise required. Before setting these items, the CONTRACTOR shall check all Drawings and figures which have a direct bearing on their location. The CONTRACTOR shall be responsible for the proper location of valves and appurtenances during the construction of the Work.
- C. All materials shall be carefully inspected for defects in construction and materials. All debris and foreign material shall be cleaned out of openings, etc. All valve flange covers shall remain in place until connected piping is in place. All operating mechanisms shall be operated to check their proper functioning and all nuts and bolts checked for tightness. Valves and other equipment which do not operate easily, or are otherwise defective, shall be repaired or replaced at no additional cost to the OWNER.
- D. Where installation is covered by a Referenced Standard, installation shall be in accordance with that Standard, except as herein modified, and the CONTRACTOR shall certify such. Also note additional requirements in other parts of this Specification.
- E. Unless otherwise noted, joints for valves and appurtenances shall be made up utilizing the same procedures as specified under the applicable type connecting pipe joint and all valves and other items shall be installed in the proper position as recommended by the manufacturer. Contractor shall be responsible for verifying manufacturer's torquing requirements for all valves.

3.2. INSTALLATION OF MANUAL OPERATIONAL DEVICES

- A. Unless otherwise noted, all operational devices shall be installed with the units at the factory, as shown on the Drawings or as acceptable to the ENGINEER to allow accessibility to operate and maintain the item and to prevent interference with other piping, valves and appurtenances.
- B. For manually operated valves 3-in in diameter and smaller, valve operators and indicators shall be rotated to display toward normal operation locations.
- C. Floor boxes, extension stems and low floor stands shall be installed vertically centered over the operating nut, with couplings as required and the elevation of the box top shall be adjusted to conform with the elevation of the finished floor surface or grade at the completion of the contract. Boxes and stem guides shall be adequately supported during concrete pouring to maintain vertical alignment.

3.3. INSPECTION, TESTING, AND CORRECTION OF DEFICIENCIES

- A. See also Division 01.

- B. Take care not to over pressure valves or appurtenances during pipe testing. If any unit proves to be defective, it shall be replaced or repaired to the satisfaction of the ENGINEER.
- C. Functional Test: Prior to plant startup, all items shall be inspected for proper alignment, proper operation, proper connection and proper performance.
- D. The various pipe lines in which the valves and appurtenances are to be installed are specified to be field tested. During these tests any defective valve or appurtenance shall be adjusted, removed and replaced, or otherwise made acceptable to the ENGINEER.
- E. Various regulating valves, strainers, or other appurtenances shall be tested to demonstrate their conformance with the specified operational capabilities and any deficiencies shall be corrected or the device replaced or otherwise made acceptable to the engineer.

3.4.CLEANING

- A. All items (including valve interiors) shall be cleaned prior to installation, testing, disinfection and final acceptance.

3.5.DISINFECTION

- A. Disinfection of valves and appurtenances on all potable water lines and where otherwise noted, shall be as noted in section 40 05 05.

END OF SECTION

SECTION 41 13 23 LIME AND FLUORIDE FEEDERS

PART 1 GENERAL

1.1. DESCRIPTION

- A. Under this item, the CONTRACTOR shall furnish and install to manufacturer's recommendations, a complete dry chemical feeding system, one system to feed Lime, and one system to feed Fluoride, as shown on the plans and specified hereafter.
- B. The Lime feeder shall be the volumetric dry solids type for feeding hydrated lime, with an approximate bulk density of 30 pounds per cubic feet.
- C. The Fluoride feeder shall be the volumetric dry solids type for feeding Fluoride.

1.2. QUALITY ASSURANCE

- A. The dry chemical feeder/dissolver system shall be furnished by a single supplier, with all manufacturing and assembly of the equipment and controls carried out in the supplier's facilities.
- B. The supplier shall have a minimum of 40 years of experience in providing similar equipment in municipal installations.
- C. The system shall be as manufactured by Acrison, Inc., Moonachie, NJ.

PART 2 PRODUCTS

2.1. VOLUMETRIC FEEDER

- A. The feeder shall employ a dissimilar speed, Double Concentric Auger Metering Mechanism mechanically geared together in a specific ratio to each other that produces uniform product density for accurate and continuous material feed without flooding, bridging or voids. The feeder housing shall be dust-tight with a minimum of 11 gauge steel construction. The feeder shall be heavy-duty and designed to provide easy cleaning without the need for removing the feeder from its mounting, or disassembling flexible connectors, hoppers, or removing the dissolving tank. The feeder shall be constructed to provide complete access to its internal components by simply removing its discharge spout. The feeder's double augers, drive shafts and seal housing shall be constructed of 304 stainless steel; the seals shall be synthetic.
- B. The Double Concentric Auger Metering Mechanism shall consist of a solid flight metering auger and a concentric, 10 inch diameter conditioning auger (Intromitter) operating in a mechanically "fixed-ratio" to each other. The larger conditioning auger (Intromitter) shall span the full length of the feeder chamber and shall be driven at a slower speed than the smaller metering auger, filling the auger from a full 360 degrees, thereby eliminating the possibility of the metering auger not filling with material. This mechanical design shall increase the torque capability associated with the large conditioning auger (Intromitter) to ensure low speed starting. The feeder shall be powered by a single, 1 HP, AC inverter duty motor.
- C. All chemical contact areas of the feeder including the double augers, seal assembly and discharge cylinder shall be constructed of 304 stainless steel. Minimum sheet metal thickness shall be 11 gauge and all welds shall be continuous.
- D. The feeder shall have a volumetric metering accuracy of +/- 1% (error) for free flowing chemicals and a maximum of +/- 2% (error) for non-free flowing chemicals based on a given number of consecutive one-minute samples.
- E. The dry solids feeder shall be equal to the Series W-105 as manufactured by Acrison, Inc., Moonachie, New Jersey.

2.2. STORAGE HOPPER

- A. The feeder shall be supplied with an integral supply hopper to provide 6 cubic feet of storage capacity. The hopper shall be constructed of 11 gauge 304 stainless steel and be complete with a gasketed, hinged cover with handle and quick clamps.
- B. The feeder/hopper assembly shall be placed on a steel frame base capable of supporting the feeder and its accessories. The base shall be supplied by the feeder manufacturer and finished same as the feeder.

2.3. HOPPER VIBRATOR

- A. The manufacturer of the storage hopper shall furnish, mounted on the hopper, a suitable electrical vibrator to prevent arching or bridging of the chemical. A vibrator controller and cycle timer shall be provided.

2.4. DISSOLVING TANK

- A. The dissolving tank shall be fabricated of 11 gauge, 316 stainless steel, have a minimum working capacity of 50 gallons, and shall be complete with a full gasketed cover.
- B. The dissolving tank shall have a water supply inlet, drain, discharge outlet, and a bottom flange for fastening it to the base or floor.
- C. The feeder discharge housing, where material is fed into the dissolving tank, shall be equipped with a removable inspection cover.
- D. The tank cover shall be equipped with a bolted and gasketed access hatch to allow for operator access to the tank internals.
- E. The tank shall be equipped with a baffle to ensure proper wetting of the material before it is discharged, and to prevent short-circuiting.
- F. Plastic tanks will not be considered acceptable.

2.5. MECHANICAL MIXER

- A. The dissolving tank shall have an intermediate speed mechanical mixer having a 316 stainless steel shaft and impeller.
- B. Mixer shall be driven by a 1/2 HP, 900 RPM, totally enclosed motor, directly coupled to the mixer shaft.
- C. Power requirements for mixer shall be 115/1/60.

2.6. DUST AND VAPOR REMOVER

- A. The dissolving tank shall have a venturi-based dust and vapor removal unit to prevent vapors from rising into the feed mechanism, and to prevent dust from escaping the system. The CONTRACTOR shall provide supply water and drain piping for the vapor remover.

2.7. CONTROLLER

- A. Variable speed controller: Each feeder shall be automatically paced by a 4-20 ma signal which is proportional to flow. To accept the pacing signal, the feeder shall be complete with a full wave variable frequency controller capable of accepting such an input signal. Provide with each drive, a manual ratio station to ratio the input signal when controlled from an external signal. The dust-tight VFD enclosure shall be furnished separate from the feeder. The variable frequency drive will convert single phase into three phase.

PART 3 EXECUTION

3.1. INSTALLATION

- A. The system shall be installed by the CONTRACTOR in strict conformance with the manufacturer's installation instructions. Checkout of final installation, start-up, and instruction of operating personnel shall be performed by the manufacturer's field service personnel.

SECTION 43 17 11 MULTI-STAGE CENTRIFUGAL BLOWER

PART 1 GENERAL

1.1. SCOPE OF WORK

- A. This specification covers the supply of multistage centrifugal air blower(s) systems to be used to provide air scour during backwash of the filters. The principal items to be furnished shall include:
 - 1. Multistage centrifugal blower(s)
 - 2. Electric motor drivers.
 - 3. All accessory items and blower control panels as described herein and as shown on the plans, which are required for proper operation of the centrifugal blower(s).
- B. Furnish all labor, materials, equipment and incidentals required and install complete, ready for operation and field test blower and appurtenances, as shown on the Drawings and as specified herein.
- C. The entire blower package and its components shall comply with all applicable safety and environmental regulations.

1.2. SUBMITTALS

- A. Drawings and Documentation
 - 1. Three (3) sets of submittals shall be provided. Submittals shall include all dimensions for blower and accessories such as filters, silencers, expansion joints, couplings, valves, and other equipment that would affect equipment package layout at installation.
- B. Submittals shall include at least the following information:
 - 1. Certified general arrangement drawings showing materials, details of construction, dimensions and connections.
 - 2. Complete Blower Performance Data including:
 - a. RPM
 - b. Capacity- scfm and icfm
 - c. Discharge pressure
 - d. dB(A) noise pressure level
 - e. Maximum gear tip speed and rotor tip speed (fpm)
 - f. HP required at rated capacity and pressure
 - g. Rated maximum pressure rise of blowers
 - 3. List of recommended spare parts broken down into on hand parts and long term for 2 years operation and 3 to 5 years operation.
 - 4. Descriptive Brochures
 - 5. Performance Curves
 - 6. Motor Data
 - 7. Valves
 - 8. ISO 1217 Performance Test Results
- C. Complete blower package operating and maintenance instructions shall be furnished for all equipment included under these specifications.
- D. Operation and Maintenance Manuals
 - 1. The blower manufacturer shall furnish up to six (6) copies of custom-made Operation & Maintenance manuals, professionally published, hard copy and electronic copy, for all of the equipment specified. All manuals shall consist of standard drawings, vendor drawings, and all applicable instructions for the proper installation and operation of the equipment.

1.3. WARRANTY

- A. The manufacturer shall warrant the products of its manufacture to be free from defects in material and/or workmanship under normal use and service for a period of one (1) year from date of operation. Motor, accessories, and other equipment not manufactured by the blower manufacturer shall be guaranteed by their own individual manufacturer's warranties.

PART 2 PRODUCTS

2.1. GENERAL REQUIREMENTS

- A. The equipment covered by this specification is intended to be standard equipment of proven reliability as manufactured by a reputable manufacturer having experience in the production of such equipment. The equipment furnished shall be designed, manufactured, and installed following the best practices and methods and shall operate properly when installed in accordance with the contract drawings and operated per manufacturer's recommendations.
- B. The blower unit shall be a Model 73205 direct drive multistage centrifugal blower, as manufactured by Gardner Denver-Hoffman, Or approved equal.
- C. The blower shall be built from parts cast in patterns from which previous units have been built and tested. The blower shall be of the manufacturer's standard design.

2.2. PERFORMANCE

- A. Each Centrifugal Blower shall be designed for a capacity of 1450 SCFM. Discharge pressure at the specified capacity shall be 5 PSIG, when operating at site conditions of 200 feet above mean sea level, and a temperature range of 40° F to 100° F, 60% relative humidity.

2.3. COMPONENTS

- A. Blower Housings
 - 1. The blower housings shall consist of vertically split cast iron intermediate sections held securely between cast iron inlet and outlet heads with high strength steel tie rods. Two-piece fabricated construction with rope packing is not acceptable.
 - 2. No contact shall be made between the shaft rotor and the housing, other than through the bearings. Where the blower shaft passes through the inlet and outlet heads, suitable carbon graphite ring seals shall be provided to prevent air leakage.
 - 3. Inlet and outlet connections shall match ASA 125-pound drilling pattern.
- B. Impellers
 - 1. The impellers shall be high strength cast aluminum or fabricated composite aluminum construction. Impellers shall butt together directly or through one-piece metal spacers and be securely keyed to the blower shaft.
 - 2. Impellers shall be individually statically balanced, then assembled to the shaft and the entire rotating element shall be dynamically balanced as an assembly. Blower shall be designed to operate at a maximum vibration level of 1.25 mils in the vertical plane when measured on the bearing housing.
- C. Diffusers
 - 1. Diffuser sections that receive air from the impeller and guide the air to the eye of the next impeller shall be provided. Diffusing vanes shall be provided and be an integral part of the intermediate section casting.
- D. Baffle Rings
 - 1. Units incorporating baffle rings at the inlet and intermediate sections shall be provided with one-piece stainless steel baffle rings, securely mounted to the head and sections either directly or through one-piece stainless steel mounting brackets.
- E. Shaft
 - 1. Blower shaft shall be fully ground high-grade carbon steel of sufficient diameter to operate at a minimum of 20% below first critical speed. Shaft speed shall not exceed 3600 RPM.

F. Bearings

1. Each blower shall be provided with two grease or oil lubricated anti-friction ball bearings.
2. Bearings shall be sized to provide a bearing life of minimum 10 years per AFBMA B-10 standards.

G. Bearing Housing

1. Bearings shall be mounted in cast iron outboard mounted bearing housings designed to isolate the bearings from blower temperature. Bearing housings shall be designed to allow removal and replacement of the bearings without dismantling the machine or disconnecting piping.

H. Flexible Coupling

1. The blower shall be connected to the motor through a suitable flexible coupling. The installing CONTRACTOR shall check, and if necessary, adjust the coupling alignment in accordance with manufacturer's instructions. Each coupling shall be provided with a suitable coupling guard in compliance with OSHA standards.

I. Baseplate

1. Each blower and motor shall be mounted on a common base with coupling, coupling guard and resilient foundation mounting strips supplied by the blower manufacturer.

J. Motor

1. Electric motors shall be constant speed, squirrel cage design in accordance with NEMA and IEEE standards. Motors shall be 60 HP, designed to operate at 3600 RPM on 3 phase, 60 cycle, 460-volt electrical supply. Motor shall have a 1.15 service factor. Motor enclosure shall be TEFC.

2.4.ACCESSORIES

- A. Reinforced flexible connectors shall be provided for both inlet and outlet piping.
- B. Wafer style lever operated butterfly valve designed for low pressure air throttling service shall be provided for mounting in the blower inlet piping.
- C. Wafer style check valve for low-pressure air service shall be provided for mounting in the blower discharge piping.
- D. Suitable inlet filter/silencer shall be provided. Filter element shall be cleanable and replaceable. Filter shall be sized for the specified flow. Filter efficiency shall be minimum 90% on 10-micron particles.

PART 3 EXECUTION

3.1. TESTING

- A. Each blower shall be given a mechanical run test at the manufacturer's facility for a minimum of four hours. Blower bearing vibration and temperature shall be checked to ensure compliance with manufacturers standards.
- B. All tests shall conform to ASME Power Test Code and shall extend from surge to beyond rated design flow. ASME tests are not required for blowers built from parts cast in patterns from which previous units have been cast, built and tested.

3.2.INSTALLATION

- A. Blower shall be installed in accordance with manufacturer's recommendations. The installing CONTRACTOR shall provide qualified personnel to check the coupling alignment and make any necessary adjustments. All piping and accessories shall be fully supported to prevent the transmission of excessive forces to the blower connections. Blower shall be installed on suitable resilient foundation pads supplied by the blower manufacturer.
- B. The Contractor shall make all electrical and process connections to the blower package prior to the arrival of the manufacturer's representative.

3.3.FIELD TESTING

- A. After installation of all equipment has been completed and as soon as conditions permit, the manufacturer shall provide one (1) trip for a total of one (1) 8 hour day to verify the installation and

conduct an acceptance test under actual operating conditions. The test shall consist of 3 hours operation of each blower with readings taken and recorded at 30-minute intervals.

- B. If required, Contractor shall make any changes, at his own expense, to the installation that may be necessary to assure satisfactory operation. Contractor shall be held liable for changes needed in the installation.

END OF SECTION

SECTION 46 41 11 RAPID MIXER

PART 1 GENERAL

1.1. SCOPE OF WORK

- A. Equipment furnished and installed under this section shall be fabricated, assembled, erected, and placed in proper operating condition in full conformity with drawings, specifications, engineering data, instructions, and storage recommendations of the equipment manufacturer.
- B. Each agitator shall be furnished and installed complete with horizontal motor, flexible coupling with approved steel guard, **right-angle**, low-profile gear reducer, and the specified shaft and turbine assembly. The CONTRACTOR shall use proper installation techniques to ensure proper shaft alignment and to prevent damage to the equipment. The installing CONTRACTOR shall follow the agitator manufacturer's Installation, Operation and Maintenance Manual for proper storage and installation procedures.
- C. Only agitator manufacturers that are a member of American Gear Manufacturers Association (AGMA) will be allowed to supply the agitator assembly. The agitator manufacturer shall have at least 10 years of experience in the manufacture of agitator drives, shafts, and impellers for similar service conditions as those described in this specification. Agitator manufacturer shall supply evidence of such experience at the ENGINEER's request.

PART 2 PRODUCTS

2.1. AGITATOR DRIVE

- A. Drive units shall be specifically designed for agitator service and shall be suitable for 24 hours per day operation under moderate shock load conditions. To ensure design integration and unit responsibility, the agitator drive coupled to the impeller shaft must be designed, manufactured, inventoried and tested only by the mixer supplier. Drives manufactured by vendors not specifically involved in manufacture of complete agitator systems will not be allowed. Agitator drives imported to the United States are not permitted. Gear reducers requiring a separate bearing below the agitator drive will not be allowed. A signed affidavit from an officer of the mixer supplier (Vice President or higher) must be provided with the approval submittal that guarantees that the agitator drive is designed, manufactured and tested by his organization. The complete address of the manufacturing location is to be provided.
- B. The agitator gear drive shall be of a heavy duty, right angle construction utilizing only matched and lapped spiral bevel and helical gearing. The drive design shall incorporate a "change gear" feature to allow changes in agitator output speed **without removing the motor** from the drive. The gear drive efficiency shall be a minimum of 95%.
- C. The gears shall be protected from the normal and shock loads that are transmitted to the drive from the agitator shaft/impeller assembly. The agitator drive shall incorporate an oversized, solid output shaft, and this single piece output shaft must be larger in diameter than the impeller shaft. As an alternate, the drive must incorporate independent bearing supports for a hollow drive output shaft and solid extension shaft. In this case a flexible coupling shall be used to connect the impeller shaft to the hollow drive output shaft. Acceptable drives are the Chemineer Series HT or Lightnin Series 80.
- D. The drive shall incorporate a dry-well seal on the low speed shaft. Lubrication shall be of the "fail safe" oil splash type. Oil pumps will not be acceptable. Drive oil levels shall be checked either by a "bulls eye" sight glass or a "dipstick". Drive bearings shall be either oil or grease lubricated. All grease-lubricated bearings shall be re-greasable and not "sealed-for-life". All bearings shall have a

minimum B-10 life of 100,000 hours. The design of the output shaft bearings shall be adequate to support the weight of the shaft and turbine assembly and to withstand the random hydraulic forces of agitation.

- E. The agitator drive shall have an AGMA service factor of at least 1.5 based upon motor nameplate. (The reducer Class I mechanical rating must be at least 1.5 times the motor nameplate horsepower.) The thermal rating of the gear drive shall exceed the mechanical rating. No external cooling devices shall be allowed. Manufacturer shall show reducer service factor, agitator critical speed, weight, bending moment, reaction torque, and minimum L-10 output bearing life in the submittal.

2.2. SHAFT AND IMPELLER SYSTEM

- A. Extension shaft shall be designed such that the material tensile yield stress is at least 3.0 times the calculated shaft tensile stress and the material shear yield stress is at least 3.5 times the calculated shaft shear stress. Calculations shall consider the combined torsional and bending loads, and shall be submitted upon the ENGINEER's request.
- B. Shaft rotational speed shall not exceed 65% of the first critical speed when no impeller stabilizers are used. Stabilized impeller and shaft systems shall operate at less than 80% of the first critical speed. Hydrofoil impellers can operate at less than 80% of the first critical without stabilizers.
- C. Shafts shall be manufactured of turned, ground and polished or annealed and center less ground bar which is straightened to within 0.003" TIR (total indicated run out) per foot of length. Material of construction shall be stainless steel. Fiberglass or composite shaft and impeller systems shall not be allowed.
- D. The Impeller shaft shall be provided with a rigid coupling located immediately below the gear reducer to allow easy removal of the shaft system without disturbing the gear drive. Exposure of the gear reducer internals to remove the shaft system will not be acceptable.
- E. The impeller shall be of the axial or radial flow type and shall consist of 3 or 4 blades bolted to a central hub. Impeller material shall be stainless steel. The hubs shall be attached to the shaft by means of a keyway, hook and pin key arrangement. Impellers shall be sized to draw at least 70%, but no more than 90%, of motor nameplate horsepower, excluding service factor, under actual service conditions. Calculated turbine pumping capacity shall include only actual displaced flow and not entrained flow.

2.3. MOTOR

- A. Motors shall be horizontal, foot-mount or C-Face mount and suitable for operation on 230 volts, 3 phase, 60 Hertz, alternating current. The motor shall have a TEFC enclosure and shall be built to current NEMA standards for NEMA design B operation. Motor shall have as a minimum class B insulation, and a 1.15 service factor. Motor shall be grease-lubricated ball bearing, solid shaft designed to operate at 1750, 1150, or 875 rpm. The motor shall be of the standard efficiency design suitable for severe duty service, and shall be of manufacturer's standard design and features. Acceptable motor manufacturers are ABB, Siemens, WEG, and U.S.
- B. The connection between the motor and the gear drive shall be made with a flexible coupling. This coupling shall be provided with an approved guard.

2.4. FINISH

- A. Exposed carbon steel components of the agitator system shall be painted with a two-coat finish system; the first coat to be a 3 to 4 mil DFT (dry film thickness) coat of Sherwin Williams 2.8 VOC catalyzed primer, the second coat to be a 2-3 mil DFT coat of Sherwin Williams Polane 8880 Polyurethane paint. This paint system may be applied to primed surfaces, to painted surfaces or directly over clean metal surfaces.
- B. An optional paint system may be used consisting of a 2 to 3 mil DFT coat of "barrier" primer Tnemec #37-77 applied to all external previously painted surfaces, followed by a 3 to 4 mil DFT coat of Tnemec Primer #66-1211, followed by a 4 to 6 mil DFT top coat of Tnemec Hi-Build Epoxoline #66-J8150.

- C. Steel weldments (gear boxes) may be sand-blasted to remove mill scale and rust. No sand-blasting to machined surfaces will be allowed. Prior to painting all surfaces must be thoroughly solvent washed. Paint system may be applied over the motor manufacturer's standard paint.

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 46 61 13 FILTER MEDIA

PART 1 GENERAL

1.1. SCOPE OF WORK

A. Work Included

1. All of the equipment described in this section shall be supplied by a single underdrain manufacturer regularly engaged in that business. This section requires the furnishing and installation of six filters as shown on the contract drawings. Each filter is 12' x 24'.
2. The equipment to be supplied shall consists of:
 - a. Filter media.

B. References

1. NSF - Standard 61 - Drinking Water Systems Components - Health Effects.
2. AWWA B 100 Water Treatment Filtering Material latest edition.
3. ANSI/AWWA FI 01 Contact-Molded, Fiberglass-Reinforced Plastic Washwater Troughs and Launderers.
4. ANSI/AWWA FI02 Matched-Die-Molded, Fiberglass-Reinforced Plastic Weir Plates Scum Baffles and Mounting Brackets.
5. ASTM Standards listed in Section 1.4.H, Table 1.

1.2. PERFORMANCE AND DESIGN REQUIREMENTS

A. General Requirements

1. The filters shall consist of:
 - a. 12 inches of gravel,
 - b. 10 inches of silica sand media, and
 - c. 18 inches of anthracite media.
2. An air scour system at the rate of 4 SCFM/sf shall be supplied to ensure optimum cleaning.

B. Design Flow Rates: The filter underdrain system shall be furnished and installed to perform satisfactorily and as specified when operated under the following conditions:

1. Downflow of filtered water up to 10 gpm/sf (24.5 m/h).
2. Upflow of backwash air at a rate in the range of 1 to 5 SCFM/sf (18.3 - 91.5 m/h).
3. Upflow of backwash air, together with backwash water. Typical recommended combined air and water rates: 4 SCFM/sf (73.2 m/h) and 5 gpm/sf (12.3 m/h). (Confirm other combinations with the factory).
4. Upflow of backwash water up to 25 gpm/sf (61 m/h). (Contact the factory for higher rates).

C. Flow Distribution: The filter system, as installed, shall provide acceptable flow uniformity. Maldistribution (MD) of air and water flows during backwash shall be as follows:

1. Lateral Water MD: The maldistribution in a lateral 16 feet (4.8 m) long or less shall not exceed +/- 2 percent of the average gpm/sf of filter for a backwash rate of 20 gpm/sf (48.9 m/h).
2. Flume Water MD: Note, additional maldistribution, due to specific flume arrangement, entry conditions into both flume and underdrain laterals and flow velocities, must be considered.
3. System Air MD: Visually, the air should show a uniform pattern.

1.3. QUALITY ASSURANCE

- ##### **A. Manufacturer: The filter media shall be supplied by one manufacturer that shall assume total responsibility**

- B. Media: The filter equipment manufacturer shall furnish a Quality Control Manual demonstrating that the filter media to be furnished will comply with the requirements of the contract specifications. The Quality Control Manual will define the following:
 - 1. Qualification of the raw feedstock
 - 2. Control procedures at the screening mill
 - 3. Independent testing laboratories
 - 4. Packaging definition
 - 5. Purchase orders
 - 6. Storage procedures

1.4. SUBMITTALS

- A. Submit to the ENGINEER as a minimum, headloss data for air, water and combined air/water backwash, installation details, and flow distribution calculations.
- B. Testing Procedures: Detailed start-up, hydraulic, and air scour test procedures.
- C. Proper documentation showing NSF-61 certification of all underdrain components.
- D. The media submittal and technical information will be provided and approved by a licensed ENGINEER regularly employed by the filter manufacturer. The ENGINEER shall have at least 15 years experience in water treatment. All submittal shall include the following information as a minimum:
 - 1. Supplier's Name
 - 2. Resume of ENGINEER Providing Submittal
 - 3. Quality Control Manual
 - 4. Gradation of Each Media Type
 - 5. Date of Sampling/Lot Number
 - 6. Samples of Each Media Type (If Required)
 - 7. Representative Sample Analysis, (i.e. effective size, uniformity coefficient, specific gravity, acid solubility and MOH hardness for Anthracite only.)
 - 8. Material Quantities
 - 9. Diagram with Type of Material and Depth of Each
 - 10. Estimated Shipping Schedule
 - 11. Media Loading Procedure
 - 12. All testing shall conform to the requirements of the latest edition of AWWA B100.

1.5. SHIPMENTS

- A. Media materials will not be shipped until the submittal is approved by the OWNER. Approval of the submittal, including the Quality Control Manual, samples and independent testing, shall constitute acceptance of the media.
- B. The schedule of work shall be submitted to the OWNER for approval prior to commencement of work.
- C. The CONTRACTOR shall be responsible for coordinating the shipment of supplies of materials and equipment specified herein. Coordination will be required during demolition, construction, start-up, and/or testing.
- D. The OWNER shall provide storage space for gravel and filter media and protect it from exposure to sunlight if stored for more than two weeks. Paper bags (if used) shall be protected from moisture at all times.

PART 2 PRODUCTS

2.1. GENERAL

- A. Air Header

1. Because the proper distribution of air into the underdrain has a significant effect upon operation, the filter manufacturer shall have the responsibility to design and provide the air distribution header for this underdrain.

B. Filter Media

1. Filter sand shall be composed of hard, durable clean siliceous particles, free of an mica with an average specific gravity of 2.6 (+/-0.05) and shall be in strict accordance with AWWA B100, and have an effective size of 0.44-0.55 mm, and a uniformity coefficient of 1.40 or less, for a finished depth after backwashing and scraping and removal of fines and debris of 12 inches. for depths up to 12 inches, a 1/2-inch skimming allowance shall be provided.
2. Filter anthracite shall be composed of specially selected and graded hard, durable anthracite coal particles. The anthracite shall be composed entirely of deep mined material. A quality control manual shall be included to show the source of the material and the quality of the material produced. The anthracite shall have an average specific gravity of 1.65 (+/-0.05) with a hardness (MOH scale) of 2.7 or ore and shall be essentially free of iron, clay, shale, extraneous dirt, and excessive dust with moisture less than 4.0 percent as shipped. The anthracite shall be in accordance with AWWA B100, and have an effective size of 0.85-0.95 mm, and a uniformity coefficient of 1.70 or less for a finished depth after backwashing and scraping and removal of fines and debris of 18 inches. A skimming allowance of 1 inch shall be provided.
3. The gravel shall be as follows:

a. 2"	3/4" - 1/2"	Gravel
b. 2"	1/4" - 1/8"	Gravel
c. 2"	1/8" - 1/16"	Gravel
d. 2"	1/8" - 1/4"	Gravel
e. 2"	1/2" - 1/4"	Gravel
f. 2"	3/4" - 1/2"	Gravel

2.2. MATERIALS AND CONSTRUCTION

A. Air Header

1. General: The air distribution system shall be generally comprised of a corrosion resistant header specially calibrated to evenly distribute air flow via properly located drop pipes to each underdrain lateral. Sufficient relative velocities shall be maintained in both the header and riser pipes to insure proper distribution of air.
2. Material: The air header piping shall be Sch. 5, type 304 stainless steel. The anchors and hardware for anchoring the air header shall be type 18-8 stainless steel.

B. Grout

1. Cement: Cement shall be standard brand Portland cement conforming to ASTM C150, Type II, for general use. Cement that has become "lumpy" shall not be used. Do not use non-shrink grout.
2. Water: Water for mixing and curing shall be clean and clear potable water. The water shall be considered potable if it meets the requirements of the local government agencies. Agriculture water with a total dissolved solids of 1000 mg/l or higher, shall not be used.
3. Sand: Sand shall be clean and washed masonry sand. When tested in accordance with ASTM D2419, the sand equivalency shall not be less than 90% for an average of three samples, or less than 85% for any individual sample. 100% of sand particles shall pass No. 4 sieve and not more than 4% of sand particles shall pass No. 200 sieve.
4. Chemical Admixtures: No chemical admixture is needed in most of the applications. The grout can be mixed in a small batch and used immediately.
5. Strength: The grout shall have a minimum compressive strength of 2500 psi after 30 days of curing. Normally, use a grout with one part Portland cement and two parts clean silica sand

properly mixed and wetted with a maximum water-cement ratio by weight equal to 0.50 to 0.55 for the base grout and 0.61 to 0.67 for the fill grout.

PART 3 EXECUTION

3.1. PRODUCT HANDLING, STORAGE AND DELIVERY

- A. All filter media will be shipped in "semi-bulk" containers having lifting loops and bottom discharge spout. Anthracite superbags are 60 cubic feet weighing approximately 3,000 pounds each.
- B. Delivery of "bulk" shipments will not be permitted unless the CONTRACTOR can demonstrate that the materials can be handled and stored without contamination.

3.2. INSTALLATION

- A. Media
 - 1. Marks shall be placed on the side of the filter designating the top elevation of each layer.
 - 2. Carefully place each layer so as not to disturb the previous layers.
 - 3. Complete the installation of each layer before the next layer above is started. Do not stand or walk directly upon the filter materials. Workers must stand or walk on boards that will sustain their weight without displacing the gravel and media.
 - 4. Measure depth of each layer of media after it has been backwashed and skimmed as recommended by the filter equipment manufacturer.
 - 5. Clean the filter tanks before any media is placed and keep them clean throughout the placing operation.
 - 6. Filter Sand and Filter Anthracite: Place the filter sand and filter anthracite in the bed in the order of their respective specific gravities. Place and level the filter sand first. Then backwash the bed a minimum of three times, and remove the surface fines by scraping as required to the correct elevation. Place the filter anthracite and backwash the bed three times, and remove the surface fines by scraping as required to the correct elevation.

3.3. FIELD TESTING

- A. Underdrain Lateral Flow Distribution Test
 - 1. The filter underdrain system in each filter cell shall be given a series of visual, qualitative, flow distribution tests to verify that orifices are not clogged with debris and that flow distribution is uniform. These tests shall be performed before the filter media is placed.
 - 2. During each test, the underdrain laterals shall be visually inspected for uniform distribution of air and water and for any signs of quiescent zones and excessive surface turbulence.

3.4. DISINFECTION

- A. After all work is completed and before the filter is placed in service, the OWNER will disinfect the entire filter by chlorination.

END OF SECTION



MISSISSIPPI STATE DEPARTMENT OF HEALTH

March 15, 2021

Lamar Rutland, P.E.
City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39403

Re: Plans, Specifications, and Contract Documents Approval
Upgrade and Rehab Water Treatment Plant No.1
City of Hattiesburg, Forrest County, MS, PWS ID: MS0180008
DWI-L180008-01

Dear Mr. Rutland:

In accordance with the DWSIRLF Program Regulations, the referenced plans, specifications, and contract documents are hereby approved. The contract includes construction of the following facilities:

This project includes upgrade and rehab the existing Water Treatment Plant No.1

A set of plans, specifications, and contract documents identical to those approved hereunder shall be used for bidding and shall always be available at the project site.

In accordance with DWSIRLF Rule 3.7.7, within 90 days after approval, the loan recipient must: (1) submit clear title certificates from the loan recipient and title counsel for all real property (enclosed); (2) secure all local funds necessary for the project; **then** (3) advertise all construction related contracts for bids including sending the required documents to the Mississippi Procurement Technical Assistance Program (MPTAP). The MPTAP link has been provided to the system's consulting engineer. If the documents are not submitted to the MPTAP, the project will have to be rebid.

As specified by the DWSIRLF Regulations, the loan recipient is solely responsible for the proper planning, design, construction, operation, maintenance, replacement, performance, and fiscal integrity of the project. The Department's approval of any document does not relieve the applicant or any others of any liabilities or responsibilities. This approval is for loan eligibility/allowability purposes only and does not establish or convey any such liability or responsibility.

Copies of the approved documents are being returned to you and your consultant. If you have any questions, or if we may provide further assistance, please contact Rohana Yamat at (601) 576-7518.

Sincerely,

Harry D. Gong, Jr., P.E., F.NSPE
DWSIRLF Engineering Coordinator
Bureau of Public Water Supply

cc: Nicholas Connolly, P.E., P.L.S., SDW Engineering Progress, Inc.
File

2021 MAR -1 PM 2:10



Engineering Progress

SPECIFICATIONS AND CONTRACT DOCUMENTS

FOR

WATER PLANT #1
REHABILITATION
PHASE 1

FOR THE

CITY OF HATTIESBURG

FEBRUARY 2021



PREPARED BY:

SHOWS, DEARMAN & WAITS, INC.
CONSULTING ENGINEERS

3/15/2021
Hany D. Gong
APPROVED
BUREAU OF PUBLIC WATER SUPPLY
OFFICE OF ENVIRONMENTAL HEALTH
MISSISSIPPI STATE DEPARTMENT OF HEALTH



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Chris McGee, Director of Parks and Recreation

cc:

Date: Tuesday, April 6, 2021

Re: Approve the sale of grave spaces per attached, Memo's, Receipts and Deeds.
File Number: 2021-284
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 April 6, 2021 City Council meeting for consideration.

To: CITY COUNCIL

From: Deborah Bourne, Assistant Division Manager of Cemeteries

Date: March 9, 2021

Cynthia Brown

(1) Space \$ 175.00

North Half (N ½) of the Southeast Quarter (SE ¼)

Lot 85, Section 34, Highland Cemetery

Terrie Gwen Broome

(1) Space \$ 175.00

South Half (S ½) of the Southwest Quarter (SW ¼)

Lot 29, Section 39, Highland Cemetery

Russell Jennings

(1) Space \$ 175.00

South Half (S ½) of the Southeast Quarter (SE ¼)

Lot 29, Section 34, Highland Cemetery

Terrie Gwen Broome

(1) Space \$ 175.00

South Half (S ½) of the Southeast Quarter (SE ¼)

Lot 28, Section 39, Highland Cemetery

Terrie Gwen Broome

(4) Spaces \$ 700.00

East Half (E ½)

Lot 38, Section 39, Highland Cemetery

Terrie Gwen Broome

(4) Spaces \$ 700.00

West Half (W ½)

Lot 39, Section 39, Highland Cemetery

Brenda Burkett

(1) Space \$ 150.00

West Half (W ½) of the Northeast Quarter (NE ¼)

Lot 89, Section 1, South Hill Cemetery

To: CITY COUNCIL

From: Deborah Bourne, Assistant Division Manager of Cemeteries

Date: March 16, 2021

James P. & Judith E, Scott

(2) Spaces \$ 350.00

Southwest Quarter (SW ¼)

Lot 114, Section 38, Highland Cemetery

William H. & Wanda S. Pace

(2) Spaces \$ 350.00

Northwest Quarter (NW ¼)

Lot 111, Section 38, Highland Cemetery

Georgia Walker

(2) Spaces \$ 350.00

Northwest Quarter (NW ¼)

Lot 37, Section 34, Highland Cemetery

Barbara Williams

(2) Spaces \$ 350.00

Northeast Quarter (NE ¼)

Lot 130, Section 39, Highland Cemetery

Benita Jakes

(2) Spaces \$ 350.00

Southwest Quarter (SW ¼)

Lot 8, Section 36, Highland Cemetery

Dirome S. Williamson, Jr

(1) Space \$ 175.00

South Half (S ½) of the Southeast Quarter (SE ¼)

Lot 166, Section 25, Highland Cemetery

LaTasha Turner

(1) Space \$ 150.00

West Half (W ½) of the Northeast Quarter (NE ¼)

Lot 39, Section 1, South Hill Cemetery

Tonny Cobbins

(1) Space \$ 175.00

North Half (N ½) of the Southeast Quarter (SE ¼)

Lot 47, Section 37, Highland Cemetery

Mary Ann Jordan

(1) Space \$ 175.00

South Half (S ½) of the Southwest Quarter (SW ¼)

Lot 22, Section 39, Highland Cemetery

Mark Jordan

(1) Space \$ 175.00

North Half (N ½) of the Southwest Quarter (SW ¼)

Lot 22, Section 39, Highland Cemetery

Elena Tate

(1) Space \$ 175.00

South Half (S ½) of the Northwest Quarter (NW ¼)

Lot 22, Section 39, Highland Cemetery

Thomas Jordan

(1) Space \$ 175.00

North Half (N ½) of the Northwest Quarter (NW ¼)

Lot 22, Section 39, Highland Cemetery

Ronald Jordan

(1) Space \$ 175.00

North Half (N ½) of the Northwest Quarter (NW ¼)

Lot 32, Section 39, Highland Cemetery

Sylvester & Pamela London

(2) Spaces \$ 350.00

Southwest Quarter (SW ¼)

Lot 11, Section 39, Highland Cemetery

Michael & Veronica Jordan

(2) Spaces \$ 350.00

Northwest Quarter (NW ¼)

Lot 11, Section 39, Highland Cemetery

Arnulfo Olguin

(4) Spaces

East Half (E ½)

Lot 121, Section 38, Highland Cemetery

Larry & Burrelle Rush

(2) Space \$ 350.00

Southwest Quarter (SW ¼)

Lot 63, Section 38, Highland Cemetery

Charles Dewayne Bennett

(1) Space \$ 150.00

East Half (E ½) of the Northeast Quarter (NE ¼)

Lot 116, Section 1, South Hill Cemetery

Reginald Smith

(2) Spaces \$ 300.00

Northwest Quarter (NW ¼)

Lot 45, Section 1, South Hill Cemetery

To: CITY COUNCIL

From: Deborah Bourne, Assistant Division Manager of Cemeteries

Date: March 24, 2021

Kenneth G. Hawkins

(1) Space \$ 175.00

South Half (S ½) of the Southeast Quarter (SE ¼)

Lot 113, Section 38, Highland Cemetery

Lonnie L. Steele

(1) Space \$ 175.00

North Half (N ½) of the Northwest Quarter

Lot 60, Section 23, Highland Cemetery

Nancy Buse

(1) Space \$ 175.00

West Half (W ½) of the Southeast Quarter (SE ¼)

Lot 13, Section 22, Highland Cemetery

Tori Barnett

(1) Space \$ 175.00

North Half (N ½) of the Northwest Quarter (NW ¼)

Lot 33, Section 36, Highland Cemetery

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., March 4 2021

SOLD TO:

Mr. Mrs. Miss CYNTHIA BROWN

ADDRESS 8 COLLINS ST, HATTIESBURG MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 SE 1/4 Lot No. 85 Section No. 34 in McALAN Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00 CASH

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 03/04/ 2021

SOLD TO:

Mr. Mrs. Miss Terrie Gwen Brumme

ADDRESS 6 Sistrunk Lane, Hattiesburg, MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 SW 1/4 Lot No. 29 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 Deborah Brumme
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., March 4 2021

SOLD TO:

Mr. Mrs. Miss RUSSELL JENNINGS

ADDRESS 1028 N. MAEN ST, HATTIESBURG MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 SE 1/4 Lot No. 29 Section No. 34 in McALAN Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

CK # 4253

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 03/04/2021

SOLD TO:

Mr. Mrs. Miss

Terrie Gwen Broome

ADDRESS

6 Sistrunk Lane Hattiesburg MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

S $\frac{1}{2}$ SE $\frac{1}{4}$ Lot No. 28 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

Deborah Brune

Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 03/04/2021

SOLD TO:

Mr. Mrs. Miss

Terrie Gwen Broome

ADDRESS

6 Sistrunk Lane, Hattiesburg MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

E $\frac{1}{2}$ — $\frac{1}{4}$ Lot No. 38 Section No. 39 in Highland Cemetery

Number of grave spaces 4

Price per grave space \$ 175.⁰⁰

Price Received \$

700.⁰⁰

CASH

CITY OF HATTIESBURG, MISSISSIPPI

By

Deborah Brune

Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 03/04/ 20 21

SOLD TO:

Mr. Mrs. Miss

Terrie Gwen Broome

ADDRESS

6 Sistrunk Lane, Hattiesburg, MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

W $\frac{1}{2}$ - $\frac{1}{4}$ Lot No. 39 Section No. 39 in Hickory Cemetery

Number of grave spaces

4

Price per grave space \$

175.00

Price Received \$

700.00

CASH

CITY OF HATTIESBURG, MISSISSIPPI

By

Dennis Broome

Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 03-05- 20 21

SOLD TO:

Mr. ~~Mr.~~ Miss

Brenda Burkett

ADDRESS

1207 West Pine Street Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

W $\frac{1}{2}$ NE $\frac{1}{4}$ Lot No. 89 Section No. 1 in South Hill Cemetery

Number of grave spaces

1

Price per grave space \$

150.00

Price Received \$

150.00

ck#5517 (Legacy)

CITY OF HATTIESBURG, MISSISSIPPI

By

[Signature]

Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 03-11- 2021

SOLD TO:

Mr. Mrs. Miss

ADDRESS

desires to purchase the grave space described below, subject to Cemetery regulations.

1/2 SW 1/4 Lot No. 8 Section No. 36 in Highland Cemetery

Number of grave spaces 2 Price per grave space \$ 175.00

Price Received \$ 350.00

cash

CITY OF HATTIESBURG, MISSISSIPPI

By

Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 03-09- 2021

SOLD TO:

Mr. Mrs. Miss

ADDRESS

desires to purchase the grave space described below, subject to Cemetery regulations.

1/2 NW 1/4 Lot No. 37 Section No. 34 in Highland Cemetery

Number of grave spaces 2 Price per grave space \$ 175.00

Price Received \$ 350.00

cash

CITY OF HATTIESBURG, MISSISSIPPI

By

Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 03-09- 2021

SOLD TO:

Mr. Mrs. Miss

ADDRESS

desires to purchase the grave space described below, subject to Cemetery regulations.

1/2 NE 1/4 Lot No. 130 Section No. 39 in Highland Cemetery

Number of grave spaces 2 Price per grave space \$ 175.00

Price Received \$ 350.00

CK# 5700

CITY OF HATTIESBURG, MISSISSIPPI

By

Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 03/19/ 2021

SOLD TO:

Mr. Mrs. Miss

Larry + Burrelle Rush

ADDRESS

2501 W. 7th St. Apt 511, Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

SW 1/2 Lot No. 63 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 Deborah Bourne
Supt. of City Cemeteries

Debit card

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 03/19/ 2021

SOLD TO:

Mr. Mrs. Miss

Arnulfo Olguin

ADDRESS

1502 N. Main St. Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

E 1/2 Lot No. 121 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 Deborah Bourne
Supt. of City Cemeteries

cash

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 03/19/ 2021

SOLD TO:

Mr. Mrs. Miss

Charles Dewayne Bennett

ADDRESS

1207 W. Pine St. Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

E $\frac{1}{2}$ NE $\frac{1}{4}$ Lot No. 116 Section No. 1 in South Hill Cemetery

Number of grave spaces

1 Price per grave space \$ 150.00

Price Received \$

150.00

CITY OF HATTIESBURG, MISSISSIPPI

By

Deborah Bawne

Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 03-16- 2021

SOLD TO:

Mr. Mrs. Miss

Reginald Smith

ADDRESS

202 Davis Rd Petal, MS 39465

desires to purchase the grave space described below, subject to Cemetery regulations.

1/2 NW $\frac{1}{4}$ Lot No. 45 Section No. 1 in South Hill Cemetery

Number of grave spaces

2 Price per grave space \$ 150.00

Price Received \$

300.00

CITY OF HATTIESBURG, MISSISSIPPI

By

[Signature]

Supt. of City Cemeteries

cash

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 03-09- 2021

SOLD TO:

Mr. Mrs. Miss Darlene S. Williamson Jr.

ADDRESS 7 Greenleaf Dr. Hattiesburg, MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 SE 1/4 Lot No. 1166 Section No. 25 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.⁰⁰

Price Received \$ 175.⁰⁰

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

CK# 1576

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 03-10- 2021

SOLD TO:

Mr. Mrs. Miss James P. & Judith E. Scott

ADDRESS 15 Goose Road Hattiesburg, MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

1/2 SW 1/4 Lot No. 114 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

CK# 122

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 03-11- 2021

SOLD TO:

Mr. Mrs. Miss William H. & Wanda S. Pace

ADDRESS 101 Candewick Rd. Hattiesburg, MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

1/2 NW 1/4 Lot No. 111 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

CK# 4445

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 03/15/ 2021

SOLD TO:

Mr. Mrs. Miss

La Tasha Turner

ADDRESS 201 Parkdale DR, Hattiesburg, ms. 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

W 1/2 NE 1/4 Lot No. 39 Section No. 1 in South Hill Cemetery

Number of grave spaces 1 Price per grave space \$ 150.00

Price Received \$ 150.00

Debit card

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Burre
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., MARCH 15 2021

SOLD TO:

Mr. Mrs. TENNY COBBENS

ADDRESS 214 EASTSIDE AVE, HATTIESBURG MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 SW 1/4 Lot No. 47 Section No. 37 in HIGHLAND Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00 CASH

CITY OF HATTIESBURG, MISSISSIPPI

By Andy Baker
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss. 03-15- 2021

SOLD TO:

Mr. Mrs. Sylvester & Pamela London

ADDRESS 303 Roman Place Hattiesburg, MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

1/2 SW 1/4 Lot No. 11 Section No. 39 in Highland Cemetery

Number of grave spaces 2 Price per grave space \$ 175.00

Price Received \$ 350.00

CITY OF HATTIESBURG, MISSISSIPPI

By Andy Baker
Supt. of City Cemeteries

CK# 4025

✓✓

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 03-15-2021

SOLD TO:

Mr. Mrs. Miss

Michael & Veronica Jordan

ADDRESS

14 Brookline Dr. Hattiesburg, MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

1/2 NW 1/4 Lot No. 11 Section No. 39 in Highland Cemetery

Number of grave spaces

2

Price per grave space \$

175.00

Price Received \$

350.00

CITY OF HATTIESBURG, MISSISSIPPI

By

Supt. of City Cemeteries

CK#4025

✓✓

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 03-15-2021

SOLD TO:

Mr. Mrs. Miss

Mary Ann Jordan

ADDRESS

303 Remor Place Hattiesburg, MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 SW 1/4 Lot No. 22 Section No. 39 in Highland Cemetery

Number of grave spaces

1

Price per grave space \$

175.00

Price Received \$

175.00

CITY OF HATTIESBURG, MISSISSIPPI

By

Supt. of City Cemeteries

CK#4025

✓✓

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 03-15-2021

SOLD TO:

Mr. Mrs. Miss

Mark Jordan

ADDRESS

303 Remor Place Hattiesburg, MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 SW 1/4 Lot No. 22 Section No. 39 in Highland Cemetery

Number of grave spaces

1

Price per grave space \$

175.00

Price Received \$

175.00

CITY OF HATTIESBURG, MISSISSIPPI

By

Supt. of City Cemeteries

CK#4025

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 03-15-2021

SOLD TO:

Mr. Miss Elena Tate

ADDRESS 303 Romar Place Hattiesburg, MS 39402

Desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 NW 1/4 Lot No. 22 Section No. 39 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

CK#4025

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 03-15-2021

SOLD TO:

Mr. Miss Thomas Jordan

ADDRESS 303 Romar Place Hattiesburg, MS 39402

Desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 NW 1/4 Lot No. 22 Section No. 39 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

CK#4025

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 03-15-2021

SOLD TO:

Mr. Ronald Jordan

ADDRESS 303 Romar Place Hattiesburg, MS 39402

Desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 NW 1/4 Lot No. 32 Section No. 39 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

CK#4025

✓✓

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 03-22- 2021

SOLD TO:

Mr. Mrs. Miss Kenneth G. Hawkins

ADDRESS 849 Hwy 11 Petal, MS 39465

desires to purchase the grave space described below, subject to Cemetery regulations.

S $\frac{1}{2}$ SE $\frac{1}{4}$ Lot No. 113 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

CK# 101

✓✓

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 03-22- 2021

SOLD TO:

Mr. Mrs. Miss Lonnie L. Steele

ADDRESS 331 Archie Smith Rd Hattiesburg, MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

N $\frac{1}{2}$ NW $\frac{1}{4}$ Lot No. 60 Section No. 23 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.⁰⁰

Price Received \$ 175.⁰⁰

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

CK# 3053

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 03/23/ 20 21

SOLD TO:

Mr. Mrs. Miss Nancy Buse

ADDRESS 89-F John Draughn Rd, Richton, ms. 39476

desires to purchase the grave space described below, subject to Cemetery regulations.

W $\frac{1}{2}$ SE $\frac{1}{4}$ Lot No. 13 Section No. 22 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

CASH

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Burne
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 03/22/ 20 21

SOLD TO:

Mr. Mrs. Miss Tori Barnett

ADDRESS 78 Wisteria DR Apt 173, Hattiesburg, ms 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N $\frac{1}{2}$ NW $\frac{1}{4}$ Lot No. 33 Section No. 36 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 Burne
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 Tonny Cobbins, 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 47 Section 37

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 6TH day of April, 2021.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 6th day of April, 2021.

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 Mary Ann Jordan, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Southwest Quarter (SW¼)

Lot 22 Section 39

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 6TH day of April, 2021.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 6th day of April, 2021.

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 Mark Jordan, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Southwest Quarter (SW¼)

Lot 22 Section 39

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 6TH day of April, 2021.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 6th day of April, 2021.

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 Elena Tate, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Northwest Quarter (NW¼)

Lot 22 Section 39

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 6TH day of April, 2021.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 6th day of April, 2021.

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 Thomas Jordan, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Northwest Quarter (NW¼)

Lot 22 Section 39

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 6TH day of April, 2021.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 6th day of April, 2021.

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 Ronald Jordan, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Northwest Quarter (NW¼)

Lot 32 Section 39

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 6TH day of April, 2021.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 6th day of April, 2021.

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, Sylvester & Pamela London, 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 11 Section Number 39

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 6th day April, 2021.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 6th day of April, 2021

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, Michael & Veronica Jordan, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Northwest Quarter (NW¼)

Lot Number 11 Section Number 39

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 6th day April, 2021.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 6th day of April, 2021

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of SEVEN HUNDRED AND NO/100 Dollars (\$700.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Arnulfo Olguin, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Lot 121 East Half (E½) Section Number: 38

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing Four (4) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 6th day of April, 2021.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 6th day of April, 2021.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of THREE HUNDRED FIFTY AND NO/100 Dollars (\$350.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto, Larry & Burrelle Rush, 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 63 Section Number 38

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 6th day April, 2021.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 6th day of April, 2021

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
SOUTH HILL CEMETERY**

For and in consideration of the sum of THREE HUNDRED AND NO/100 Dollars (\$300.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Reginald 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:

Northwest Quarter (NW¼)

Lot Number: 45

Section Number: 1

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as South Hill Cemetery, and containing
Two (2) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 6th day of April, 2021.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK
(S E A L)

MAYOR

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton Mayor and Deputy City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 6th day of April, 2021.

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 Charles Dewayne Bennett, 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 Northeast Quarter (NE¼)

Lot Number: 116 Section Number: 1

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as South Hill Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 6th day of April, 2021.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK
(SEAL)

MAYOR

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and Deputy City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 6th day of April, 2021.

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 Tori Barnett, 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 33 Section 36

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 6TH day of April, 2021.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 6th day of April, 2021.

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 Kenneth G. Hawkins, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Southeast Quarter (SE¼)

Lot 113 Section 38

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 6TH day of April, 2021.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 6th day of April, 2021.

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 Lonnie L. Steele, 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 60 Section 23

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 6TH day of April, 2021.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 6th day of April, 2021.

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 Nancy Buse, 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 13 Section 22

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 6TH day of April, 2021.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 6th day of April, 2021.

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, Benita Jakes, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Southwest Quarter (SW¹/₄)

Lot Number 8 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 6th day April, 2021.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 6th day of April, 2021

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, James P. & Judith E. Scott, 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 114 Section Number 38

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 6th day April, 2021.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 6th day of April, 2021

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, William H. & Wanda S. Pace, 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 111 Section Number 38

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 6th day April, 2021.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 6th day of April, 2021

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, Georgia 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:

Northwest Quarter (NW¼)

Lot Number 37 Section Number 34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 6th day April, 2021.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 6th day of April, 2021

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, Barbara Williams, 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 130 Section Number 39

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 6th day April, 2021.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 6th day of April, 2021

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 Dirome S. Williamson, Jr., subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Southeast Quarter (SE¼)

Lot 166 Section 25

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 6TH day of April, 2021.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 6th day of April, 2021.

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 LaTasha Turner, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

West Half (W½) of the Northeast Quarter (NE¼)

Lot Number: 39 Section Number: 1

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as South Hill Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 6th day of April, 2021.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK
(S E A L)

MAYOR

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and Deputy City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 6th day of April, 2021.

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 Cynthia Brown, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Southeast Quarter (SE¼)

Lot 85 Section 34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 6TH day of April, 2021.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 6th day of April, 2021.

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 Terrie Gwen Broome, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Southwest Quarter (SW¼)

Lot 29 Section 39

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 6TH day of April, 2021.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 6th day of April, 2021.

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 Russell Jennings, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Southeast Quarter (SE¼)

Lot 29 Section 34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 6TH day of April, 2021.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 6th day of April, 2021.

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 Terrie Gwen Broome, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Southeast Quarter (SE¼)

Lot 28 Section 39

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 6TH day of April, 2021.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 6th day of April, 2021.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of SEVEN HUNDRED AND NO/100 Dollars (\$700.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Terrie Gwen Broome, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Lot 38 East Half (E½)
Section Number: 39

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing Four (4) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 6th day of April, 2021.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 6th day of April, 2021.

My Commission Expires:

NOTARY PUBLIC

**STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS**

DEED TO CEMETERY LOT HIGHLAND CEMETERY

For and in consideration of the sum of SEVEN HUNDRED AND NO/100 Dollars (\$700.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Terrie Gwen Broome, 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)
Lot 39 Section Number: 39

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing Four (4) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 6th day of April, 2021.

CITY OF HATTIESBURG, MISSISSIPPI

MAYOR

(SEAL)

**STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR**

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 6th day of April, 2021.

NOTARY PUBLIC

1000

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 Brenda Burkett, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

West Half (W½) of the Northeast Quarter (NE¼)

Lot Number: 89 Section Number: 1

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as South Hill Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 6th day of April, 2021.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK
(S E A L)

MAYOR

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and Deputy City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 6th day of April, 2021.

My Commission Expires:

NOTARY PUBLIC



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, April 6, 2021

Re: Approve claims docket for the period ending March 31, 2021.
File Number: 2021-310
Minute Book #

Summary

Approve claims docket for the period ending March 31, 2021.

Recommendation Statement

Please place this on the April 6, 2021 City Council meeting for consideration.

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/6 TO 2021/6											
ACCOUNT/VENDOR		INVOICE		PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION	
BALANCE SHEET											
001000				BALANCE SHEET							
001000	0520EM				D/F	EMER.MGMT.DISTRICT					
002158	AT&T	3/21	M818327	0010594	0	2021	6	INV P	2,167.08	033121	281717 3/21 601 M81-8327 0
ACCOUNT TOTAL									2,167.08		
001000	0520LB				D/F	LIBRARY					
002158	AT&T	3/21	M818327	0010594	0	2021	6	INV P	236.52	033121	281717 3/21 601 M81-8327 0
ACCOUNT TOTAL									236.52		
001000	060100				GAS/LUBRICANT-CITY BARN						
003308	KEITHCO	PETROLEUM	0508751	220689	2021	6	INV P	7,996.68	033121	281838	FUEL FOR FUEL STATI
003308	KEITHCO	PETROLEUM	060894	221120	2021	6	INV P	6,676.86	033121	281838	DIESEL FOR FUEL STA
003308	KEITHCO	PETROLEUM	061030	221170	2021	6	INV P	3,870.00	033121	281838	DIESEL FOR FUEL STA
003308	KEITHCO	PETROLEUM	134830	220211	2021	6	INV P	5,486.28	033121	281838	DIESEL FOR FUEL STA
003308	KEITHCO	PETROLEUM	800809	0	2021	6	INV P	8,326.44	033121	281838	GAS FOR FUEL STATIO
003308	KEITHCO	PETROLEUM	803380	221119	2021	6	INV P	11,129.40	033121	281838	GAS & DIESEL FOR FU
									43,485.66		
003497	MAPLES	GAS COMPANY	200268	221193	2021	6	INV P	9,755.71	033121	281852	GAS FOR FUEL STATIO
ACCOUNT TOTAL									53,241.37		
001000	063700				PREPAID WORKMAN'S COMP						
003695	MS MUNICIPAL	LIABILI	0108WC2020-6	0	2021	6	INV P	223,484.10	033121	281867	WORKERS COMP PREMIU
ACCOUNT TOTAL									223,484.10		
001000	1050CC				D/T CONVENTION COMMISSION						
003054	H'BURG	CONVENTION CO	3/26/21	0	2021	6	INV P	500,000.00	033121	281808	STATE BND FNDS PASS
ACCOUNT TOTAL									500,000.00		
001000	105205				RESTITUTION HOLDING ACCOUNT						
004309	SPARKMAN, KEITHA	3/26/21		0	2021	6	INV P	600.00	033121	281926	RESTITUTION
ACCOUNT TOTAL									600.00		
001000	126100				BONDS PENDING						
047267	DANIEL A ZAKKOUR	REFUND DU 2020	02132	0	2021	6	INV P	1,348.00	033121	281970	REFUND CASH BOND
ACCOUNT TOTAL									1,348.00		
ORG 001000 TOTAL									781,077.07		
REVENUES											
001001	332000				POLICE FINES						
003426	LINEBARGER	GOGGAN BL	2/16/21	0	2021	6	INV P	74.00	033121	281850	MUNICIPAL COURT COL
004271	SOUTHERN FINANCIAL	S CMCHAT2	2/17-2/26/21	0	2021	6	INV P	52.60	033121	281917	FINE COLLECTIONS 2/

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/6 TO 2021/6									
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
004271	SOUTHERN FINANCIAL	S CMCHAT2 3/1-3/16/21	0	2021	6	INV P	12.00	033121	281917 POLICE FINE COLLECT
004271	SOUTHERN FINANCIAL	S CMCHAT3 3/1-3/16/21	0	2021	6	INV P	1,181.86	033121	281917 POLICE FINES COLLEC
004271	SOUTHERN FINANCIAL	S CMCHAT3 2/17-2/26/21	0	2021	6	INV P	1,606.77	033121	281917 FINES COLLECTED 2/1
							2,853.23		
ACCOUNT TOTAL							2,927.23		
ORG 001001 TOTAL							2,927.23		
CITY COUNCIL									
001003	501000			OTHER EXPENDABLE	OFF.SPL				
002709	EATON, ALVIN K (PETT PC 2/2021		0	2021	6	INV P	24.00	033121	281772 PETTY CASH VARIOUS
ACCOUNT TOTAL							24.00		
BOOKS									
001003	507000			2021	6	INV P			
002709	EATON, ALVIN K (PETT PC 2/2021		0	2021	6	INV P	17.68	033121	281772 PETTY CASH VARIOUS
ACCOUNT TOTAL							17.68		
TELEPHONE AND TELEGRAPH									
001003	606000			2021	6	INV P			
002160	AT&T MOBILITY	287273578351X03	0	2021	6	INV P	291.38	033121	281718 MB2016-287/WIRELESS
ACCOUNT TOTAL							291.38		
TRAVEL EXP-CLERK									
001003	6110CL			2021	6	INV P			
002505	COLE, RONDA	8837	0	2021	6	INV P	381.60	033121	281753
ACCOUNT TOTAL							381.60		
EXHIBITIONS & PROMOTIONS									
001003	650000			2021	6	INV P			
003692	MS MUNICIPAL CLERKS	032521-005	0	2021	6	INV P	70.00	033121	281866 MMCCA CONF. EVENT F
ACCOUNT TOTAL							70.00		
ORG 001003 TOTAL							784.66		
CITY COURT									
001015	501000			OTHER EXPENDABLE	OFF.SPL				
002709	EATON, ALVIN K (PETT PC 2/2021		0	2021	6	INV P	15.45	033121	281772 PETTY CASH VARIOUS
003810	OFFICE PRODUCTS PLUS	933748-0*	220949	2021	6	INV P	3,248.37	033121	281878 COURT OFFICE SUPPLI
003810	OFFICE PRODUCTS PLUS	933748-2*	220949	2021	6	INV P	39.84	033121	281878 COURT OFFICE SUPPLI
							3,288.21		
ACCOUNT TOTAL							3,303.66		
COMPUTER SUPPLIES									
001015	508000			2021	6	INV P			
002709	EATON, ALVIN K (PETT PC 068		0	2021	6	INV P	26.62	033121	281771 PC 1/21 GEN
002709	EATON, ALVIN K (PETT PC 069		0	2021	6	INV P	10.57	033121	281771 PC 1/21 GEN

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/6 TO 2021/6		INVOICE		PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
								37.19		
ACCOUNT TOTAL								37.19		
001015	546000									
002709	EATON, ALVIN K (PETT PC 084			0	2021	6	INV P	28.35	033121	281771 PETTY CASH 1/2021 M
ACCOUNT TOTAL								28.35		
001015	604800									
002564	COURT PROGRAMS INC	3385208		0	2021	6	INV P	450.00	033121	281760 COURT BHC DRUG TEST
003917	PINE BELT MENTAL HEA	2021-02		0	2021	6	INV P	51,238.68	033121	281889 COURT BHC MON.PERSO
ACCOUNT TOTAL								51,688.68		
001015	604901									
004050	RICOH CORP	34784712		0	2021	6	INV P	287.51	033121	281897 COURT RICOH MONTHLY
004482	TYLER TECHNOLOGIES IN	025-326389		0	2021	6	INV P	58,182.00	033121	281945 COURT SOFTWARE
ACCOUNT TOTAL								58,469.51		
001015	606000									
002160	AT&T MOBILITY	287273578351X03		0	2021	6	INV P	395.48	033121	281718 MB2016-287/WIRELESS
ACCOUNT TOTAL								395.48		
001015	630500									
003700	MS POWER COMPANY	E2021-3/29		0	2021	6	INV P	695.75	033121	281868 MS POWER VARIOUS DE
ACCOUNT TOTAL								695.75		
ORG 001015 TOTAL								114,618.62		
MAYOR/ADMIN.										
001020	502000									
002714	ECONOMY SUPPLY CO	051037		221038	2021	6	INV P	78.00	033121	281774 ADMIN - MEASURE WHE
ACCOUNT TOTAL								78.00		
001020	511500									
002766	EXELL WATER AND COFF	275264		0	2021	6	INV P	53.95	033121	281787 ADMIN - COFFEE
003053	H'BURG COCA COLA BOT	19873214523		0	2021	6	INV P	123.75	033121	281807 ADMIN - WATER
ACCOUNT TOTAL								177.70		
001020	604900									
002709	EATON, ALVIN K (PETT PC 073			0	2021	6	INV P	26.00	033121	281771 PC 1/2021 GEN
002709	EATON, ALVIN K (PETT PC 092			0	2021	6	INV P	26.00	033121	281772 PETTY CASH 1/2021 C

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/6 TO 2021/6											
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION		
							52.00				
ACCOUNT TOTAL							52.00				
001020	606000			TELEPHONE AND TELEGRAPH							
002160	AT&T MOBILITY	287273578351X03	0	2021	6	INV P	228.97	033121	281718	MB2016-287/WIRELESS	
002160	AT&T MOBILITY	287289913717X03	0	2021	6	INV P	99.33	033121	281718	MB2016-287/WIRELESS	
							328.30				
ACCOUNT TOTAL							328.30				
001020	615000			ADVERTISING							
003039	HATTIESBURG PUBLISHI	97269	0	2021	6	INV P	35.28	033121	281814	ADMIN - FIRE ACADEM	
ACCOUNT TOTAL							35.28				
ORG 001020 TOTAL							671.28				
001030	ELECTIONS										
001030	607000			POSTAGE							
004493	U S POSTMASTER-POSTA	REIMBPERMIT213ELECTM	0	2021	6	INV P	435.32	033121	281946	REIMBURSE PERMIT 21	
ACCOUNT TOTAL							435.32				
001030	620000			PRINTING							
003395	LAWRENCE PRINTING CO	54760	0	2021	6	INV P	22.60	033121	281848	ASENTEE BALLOT ENV	
003395	LAWRENCE PRINTING CO	54761	220840	2021	6	INV P	1,160.00	033121	281848	ASENTEE BALLOT ENV	
							1,182.60				
004050	RICOH CORP	5061495673	0	2021	6	INV P	74.44	033121	281897	CHARGES FOR PRODUCT	
ACCOUNT TOTAL							1,257.04				
ORG 001030 TOTAL							1,692.36				
001040	MUNICIPAL CLERK										
001040	604900			OTHER PROFESSIONAL SERV.							
002709	EATON, ALVIN K (PETT PC 089		0	2021	6	INV P	26.00	033121	281772	PETTY CASH 1/2021 G	
ACCOUNT TOTAL							26.00				
001040	615000			ADVERTISING							
003141	HUB CITY SPOKES	97435	0	2021	6	INV P	559.20	033121	281821	CITY WIDE ADS AND N	
ACCOUNT TOTAL							559.20				
001040	641000			OFFICE EQUIPMENT RENT							
004057	RJ YOUNG COMPANY	INV4115262	0	2021	6	INV P	222.45	033121	281898	COPIER LEASE FOR CL	

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/6 TO 2021/6												
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
					ACCOUNT TOTAL				222.45			
					ORG 001040 TOTAL				807.65			
001042 ACCOUNTING DIV.												
001042 500500 PRINTED FORMS												
004327 STANDARD OFFICE SUPP 5204675-0					220752	2021	6	INV	P	332.00	033121	281930 ENVELOPES FOR CLAIM
					ACCOUNT TOTAL				332.00			
001042 501000 OTHER EXPENDABLE OFF.SPL												
002709 EATON, ALVIN K (PETT PC 067					0	2021	6	INV	P	17.10	033121	281771 PETTY CASH 01/2021
					ACCOUNT TOTAL				17.10			
					ORG 001042 TOTAL				349.10			
001045 PURCHASING DIV.												
001045 636500 OFFICE EQUIPMENT R&M												
002406 CANON FINANCIAL SERV 26368352					0	2021	6	INV	P	185.85	033121	281735 MB2018-145/PURCHASI
					ACCOUNT TOTAL				185.85			
					ORG 001045 TOTAL				185.85			
001081 LOSS CONTROL												
001081 570000 MTR VEHICLE REP. PTS/SPL												
002709 EATON, ALVIN K (PETT PC 2/2021					0	2021	6	INV	P	5.87	033121	281772 PETTY CASH VARIOUS
					ACCOUNT TOTAL				5.87			
001081 606000 TELEPHONE AND TELEGRAPH												
002160 AT&T MOBILITY 287273578351X03					0	2021	6	INV	P	96.87	033121	281718 MB2016-287/WIRELESS
					ACCOUNT TOTAL				96.87			
					ORG 001081 TOTAL				102.74			
001090 URBAN DEVELOPMT												
001090 500300 PAPER												
003809 OFFICE DEPOT INC 162888837001					220994	2021	6	INV	P	89.97	033121	281877 OFFICE SUPPLIES & C
					ACCOUNT TOTAL				89.97			
001090 501000 OTHER EXPENDABLE OFF.SPL												
003809 OFFICE DEPOT INC 162889104001					220994	2021	6	INV	P	22.78	033121	281877 OFFICE SUPPLIES & C
					ACCOUNT TOTAL				22.78			
001090 502000 MINOR OFFICE EQUIP/FURN.												
003809 OFFICE DEPOT INC 162889101001					220994	2021	6	INV	P	209.99	033121	281877 OFFICE SUPPLIES & C

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/6 TO 2021/6										
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
004328	STAPLES	3472860484	221242	2021	6	INV P	79.89	033121	281931	SHREDDER - PLANNING
ACCOUNT TOTAL							289.88			
001090	508000	COMPUTER SUPPLIES								
003809	OFFICE DEPOT INC	162888837001	220994	2021	6	INV P	25.49	033121	281877	OFFICE SUPPLIES & C
ACCOUNT TOTAL							25.49			
001090	606000	TELEPHONE AND TELEGRAPH								
002160	AT&T MOBILITY	287273578351X03	0	2021	6	INV P	250.56	033121	281718	MB2016-287/WIRELESS
ACCOUNT TOTAL							250.56			
001090	615000	ADVERTISING								
003141	HUB CITY SPOKES	97435	0	2021	6	INV P	52.68	033121	281821	CITY WIDE ADS AND N
ACCOUNT TOTAL							52.68			
001090	620000	PRINTING								
004050	RICOH CORP	5061495673	0	2021	6	INV P	78.74	033121	281897	CHARGES FOR PRODUCT
ACCOUNT TOTAL							78.74			
001090	641000	OFFICE EQUIPMENT RENT								
004050	RICOH CORP	34784575	0	2021	6	INV P	232.90	033121	281897	COPIER PAYMENT APRI
ACCOUNT TOTAL							232.90			
001090	684000	DUES AND MEMBERSHIPS								
003760	NATL TRUST FOR HISTO R21FORMRN4		0	2021	6	INV P	195.00	033121	281873	PRES. LEADER FORUM
ACCOUNT TOTAL							195.00			
ORG 001090 TOTAL							1,238.00			
001091	INFO TECHNOLOGY									
001091	508000	COMPUTER SUPPLIES								
002383	C D W GOVERNMENT	9260677	221007	2021	6	INV P	825.18	033121	281733	COMPUTER SUPPLIES -
ACCOUNT TOTAL							825.18			
001091	604900	OTHER PROFESSIONAL SERV.								
004482	TYLER TECHNOLOGIES IN 045-327213A		0	2021	6	INV P	1,400.00	033121	281945	MUNIS IMPLEMENTATIO
004482	TYLER TECHNOLOGIES IN 045-329702		0	2021	6	INV P	213,091.00	033121	281945	MB 2020-29 TYLER M
004482	TYLER TECHNOLOGIES IN 045-331517		0	2021	6	INV P	5,600.00	033121	281945	MUNIS IMPLEMENTATIO
004482	TYLER TECHNOLOGIES IN 045-332081		0	2021	6	INV P	11,200.00	033121	281945	MUNIS IMPLEMENTATIO
004482	TYLER TECHNOLOGIES IN 045-332082		0	2021	6	INV P	700.00	033121	281945	MUNIS IMPLEMENTATIO
004482	TYLER TECHNOLOGIES IN 045-333578		0	2021	6	INV P	4,200.00	033121	281945	MUNIS IMPLMENTATION
							236,191.00			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/6 TO 2021/6				ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
							ACCOUNT TOTAL		236,191.00				
001091	606000					TELEPHONE AND TELEGRAPH							
002160	AT&T MOBILITY	287273578351X03	0	2021	6	INV	P	160.51	033121	281718	MB2016-287/WIRELESS		
002160	AT&T MOBILITY	287289913717X03	0	2021	6	INV	P	305.51	033121	281718	MB2016-287/WIRELESS		
									466.02				
							ACCOUNT TOTAL		466.02				
001091	606800					NETWORK							
002384	C SPIRE (MEGAGATE)	1616801	0	2021	6	INV	P	16,251.28	033121	281734	NETWORK/INTERET - M		
002384	C SPIRE (MEGAGATE)	1619674	0	2021	6	INV	P	883.49	033121	281734	NETWORK/INTERET - M		
									17,134.77				
							ACCOUNT TOTAL		17,134.77				
001091	636500					OFFICE EQUIPMENT R&M							
002158	AT&T	AT&T 0591 3.8.21	0	2021	6	INV	P	47.00	033121	281716	INTERACT SUPPORT -		
002158	AT&T	AT&T 0598 3.8.21	0	2021	6	INV	P	6,790.00	033121	281716	INTERACT SUPPORT -		
									6,837.00				
003342	KRONOS INCORPORATED	11730565	0	2021	6	INV	P	9,964.78	033121	281842	PAYROLL SOFTWARE -		
004050	RICOH CORP	5061495673	0	2021	6	INV	P	29.47	033121	281897	CHARGES FOR PRODUCT		
							ACCOUNT TOTAL		16,831.25				
							ORG 001091 TOTAL		271,448.22				
001092	GEN.GOV'T.BLDG												
001092	546000					MINOR EQUIPMENT							
002154	ASSA ABLOY ENTRANCE	SEI 1414817	220921	2021	6	INV	P	350.00	033121	281715	CITY HALL PUSH PLAT		
047149	SOUND CRAFT SYST	4115	220464	2021	6	INV	P	2,499.00	033121	281916	LECTERN FOR CITY HA		
							ACCOUNT TOTAL		2,849.00				
001092	604900					OTHER PROFESSIONAL SERV.							
002100	AMERICAN AIR SPECIAL	107890	0	2021	6	INV	P	150.00	033121	281713	SERVICE CALL TO CHK		
002523	COMCAST CABLEVISION	898505 3/11/21	0	2021	6	INV	P	308.19	033121	281755	CITY HALL CABLE SER		
							ACCOUNT TOTAL		458.19				
001092	630000					GAS							
004321	SPIRE ENERGY	G2021-15	0	2021	6	INV	P	20.00	033121	281928	GAS VARIOUS LOCATIO		
							ACCOUNT TOTAL		20.00				

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/6 TO 2021/6		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
001092	630500										
003700	MS POWER COMPANY	E2021-14*	0			2021	6	INV P	405.52	033121	281868 MS POWER VARIOUS DE
003700	MS POWER COMPANY	E2021-3/29	0			2021	6	INV P	3,616.59	033121	281868 MS POWER VARIOUS DE
									4,022.11		
									ACCOUNT TOTAL	4,022.11	
001092	637000										
002567	COURTNEY'S RESTAURAN	13941	0			2021	6	INV P	175.00	033121	281761 ANNUAL SERVICE TO I
									ACCOUNT TOTAL	175.00	
001092	639400										
003040	HAVARD PEST CONTROL	L2021-3/29	0			2021	6	INV P	325.00	033121	281815 QUATERLY PEST CONTR
									ACCOUNT TOTAL	325.00	
001092	644900										
002720	EDWARDS PROPERTY MGM	L2021 - 4/21	0			2021	6	INV P	1,100.00	033121	281776 DRIVER LIC RENEWAL
002720	EDWARDS PROPERTY MGM	L2021-3/21	0			2021	6	INV P	1,100.00	033121	281775 DRIVER LIC STATION
									2,200.00		
									ACCOUNT TOTAL	2,200.00	
									ORG 001092 TOTAL	10,049.30	
001093											
001093	510000										
004634	WHEELER'S JANITORIAL	081379	221210			2021	6	INV P	85.60	033121	281967 TRAIN DEPOT JANITOR
									ACCOUNT TOTAL	85.60	
001093	546000										
002709	EATON, ALVIN K (PETT PC 2/2021		0			2021	6	INV P	15.50	033121	281772 PETTY CASH VARIOUS
									ACCOUNT TOTAL	15.50	
001093	560000										
002709	EATON, ALVIN K (PETT PC 072		0			2021	6	INV P	5.90	033121	281771 PETTY CASH VAR 1/20
									ACCOUNT TOTAL	5.90	
001093	630500										
003700	MS POWER COMPANY	E2021-3/29	0			2021	6	INV P	3,138.73	033121	281868 MS POWER VARIOUS DE
									ACCOUNT TOTAL	3,138.73	
001093	635000										
004234	SMITH, JIM SERVICES	0000090873	0			2021	6	INV P	2,606.80	033121	281914 SERVICE CALL FOR RE

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/6 TO 2021/6		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
004272	SOUTHERN FIRE & SPRI	20-28347	220973	2021	6	INV	P		420.00	033121	281918 TRAIN DEPOT ANNUAL
				ACCOUNT TOTAL					3,026.80		
				ORG 001093		TOTAL			6,272.53		
001094				METRPLTN PLANG.							
001094	604900			OTHER PROFESSIONAL SERV.							
002097	ALTA LANGUAGE SERVIC	IT519516	221045	2021	6	INV	P		85.00	033121	281712 TRANSLATION OF TITL
002160	AT&T MOBILITY	287273578351X03	0	2021	6	INV	P		37.23	033121	281718 MB2016-287/WIRELESS
				ACCOUNT TOTAL					122.23		
001094	636500			OFFICE EQUIPMENT R&M							
004057	RJ YOUNG COMPANY	INV4131966	0	2021	6	INV	P		184.05	033121	281898 COPIER FEES, 2/5-3/
				ACCOUNT TOTAL					184.05		
				ORG 001094		TOTAL			306.28		
001095				G/G INS.OTH SER							
001095	602500			LEGAL							
002709	EATON, ALVIN K (PETT PC 2/2021		0	2021	6	INV	P		26.00	033121	281772 PETTY CASH VARIOUS
002906	GLADDEN LAW OFFICE P 0259		0	2021	6	INV	P		2,362.75	033121	281801 ADMIN - AUGUSTA COU
002906	GLADDEN LAW OFFICE P 0262		0	2021	6	INV	P		1,981.00	033121	281801 PLANNING, ZONING, O
									4,343.75		
004694	ZAC FAIRLEY APPRAISA	1036	0	2021	6	INV	P		2,250.00	033121	281969 ADMIN - APPRAISAL -
				ACCOUNT TOTAL					6,619.75		
001095	602701			MEDICAL ANALYSIS-EMP CLINIC							
002522	COMCAST	022621	0	2021	6	INV	P		185.67	033121	281754 CABLE SVC-EMPLOYEE
				ACCOUNT TOTAL					185.67		
001095	604900			OTHER PROFESSIONAL SERV.							
002856	FORREST GENERAL HOSP	PT-0331 3/21	0	2021	6	INV	P		1,785.00	033121	281796 EAP CONTRACT MB #MB
				ACCOUNT TOTAL					1,785.00		
001095	606000			TELEPHONE AND TELEGRAPH							
002158	AT&T	L2021-3/24	0	2021	6	INV	P		99.80	033121	281716 BLUE LIGHTS ON THE
002158	AT&T	L2021-3/24 LD	0	2021	6	INV	P		47.75	033121	281716 BLUE LIGHTS ON TRAC
002158	AT&T	L2021-3/29	0	2021	6	INV	P		49.90	033121	281716 BLUE LIGHTS ON THE
002158	AT&T	L2021-BL 3/22	0	2021	6	INV	P		149.70	033121	281716 BLUE LIGHTS ON TRAC
									347.15		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/6 TO 2021/6		ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
ACCOUNT TOTAL								347.15		
ORG 001095 TOTAL								8,937.57		
001100		POLICE/PUB.SFTY								
001100	500300	PAPER								
003810	OFFICE PRODUCTS PLUS	932716-0	220823	2021	6	INV	P	205.41	033121	281878 OFFICE SUPPLIES & P
ACCOUNT TOTAL								205.41		
001100	501000	OTHER EXPENDABLE OFF.SPL								
003810	OFFICE PRODUCTS PLUS	932716-0	220823	2021	6	INV	P	282.40	033121	281878 OFFICE SUPPLIES & P
ACCOUNT TOTAL								282.40		
001100	501200	EXPENDABLE OFF.SPL-LIFE								
003810	OFFICE PRODUCTS PLUS	931881-0	220667	2021	6	INV	P	164.79	033121	281878 OFFICE SUPPLIES FOR
003810	OFFICE PRODUCTS PLUS	931881-1	220667	2021	6	INV	P	31.99	033121	281878 OFFICE SUPPLIES FOR
								196.78		
ACCOUNT TOTAL								196.78		
001100	525000	GAS AND OIL								
002443	CERTIFIED LABORATORI	7231591	221076	2021	6	INV	P	2,414.50	033121	281738 OIL FOR SHOP-HPD
ACCOUNT TOTAL								2,414.50		
001100	535000	UNIFORMS, BADGES, ETC.								
003588	MID SOUTH UNIFORM &	614684	220838	2021	6	INV	P	168.42	033121	281858 NAME PLATES FOR NEW
003588	MID SOUTH UNIFORM &	614781	220820	2021	6	INV	P	1,714.00	033121	281858 TROUSERS FOR STOCK-
								1,882.42		
ACCOUNT TOTAL								1,882.42		
001100	535500	WEARING APPAREL								
003588	MID SOUTH UNIFORM &	614558	220747	2021	6	INV	P	112.28	033121	281858 NAME PLATES FOR REC
ACCOUNT TOTAL								112.28		
001100	546000	MINOR EQUIPMENT								
002070	AIRDESIGNS SIGN & GR	589781	220576	2021	6	INV	P	96.30	033121	281706 PARKING SIGNS FOR M
002492	CLEMTS HARDWARE	126847	220923	2021	6	INV	P	119.00	033121	281752 CHAINS -ANIMAL CONT
004593	WATCH GUARD VIDEO	ACCINV0029680	220353	2021	6	INV	P	543.18	033121	281963 SLIDE LATCH AND BAT
ACCOUNT TOTAL								758.48		
001100	570000	MTR VEHICLE REP. PTS/SPL								
002060	ADVANCE AUTO PARTS	560410576835	221023	2021	6	INV	P	114.94	033121	281705 BELT TOOL/SHOP-HPD

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/6 TO 2021/6		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
002060	ADVANCE	AUTO	PARTS	5604108476974	221077	2021	6	INV P	1,239.34	033121	281705 REPAIR PARTS FOR ST
002060	ADVANCE	AUTO	PARTS	5604108577016	221211	2021	6	INV P	1,113.06	033121	281705 REPAIR PARTS STOCK,
									2,467.34		
002160	AT&T	MOBILITY		287273861504X03	0	2021	6	INV P	1,884.01	033121	281718 MB2016-287/GPS TRAC
002413	CARQUEST	AUTO	PARTS	14758-154341	220708	2021	6	INV P	156.39	033121	281736 FUEL PUMP MODULE UN
003712	MS STATE/TAX	COMM/TA	2021TAGS		0	2021	6	INV P	36.00	033121	281869 GOVERNMENT TAGS MEM
ACCOUNT TOTAL									4,543.74		
001100	599000					OTHER REPAIR/MAINT. SPL.					
003681	MS FIRE & SAFETY OF		70293		0	2021	6	INV P	198.00	033121	281865 SERVICE & CERTIFICA
ACCOUNT TOTAL									198.00		
001100	602700					MEDICAL					
002856	FORREST	GENERAL	HOSP	2262021	0	2021	6	INV P	840.00	033121	281796 EAP SERVICE-HPD
003033	HATTIESBURG	CLINIC	P	7483507	0	2021	6	INV P	300.00	033121	281812 PSYCH EVAL FOR LATE
ACCOUNT TOTAL									1,140.00		
001100	604900					OTHER PROFESSIONAL SERV.					
002473	CIOX	HEALTH		0331196540	0	2021	6	INV P	16.85	033121	281748 MEDICALRECORD RETRI
002473	CIOX	HEALTH		0331199310	0	2021	6	INV P	18.20	033121	281748 MEDICAL RECORDS RET
002473	CIOX	HEALTH		0332807737	0	2021	6	INV P	14.00	033121	281748 MEDICAL RECORDS RET
002473	CIOX	HEALTH		0332810281	0	2021	6	INV P	17.60	033121	281748 MEDICAL RECORD RETR
									66.65		
002523	COMCAST	CABLEVISION		3/1/21-3/31/21	0	2021	6	INV P	119.51	033121	281755 CONVERTER BOX LEASE
002750	EQUIFAX	INFORMATION		6265165	0	2021	6	INV P	10.67	033121	281783 ONLINE INVE3STIGATI
047055	INTERPRETERS & TRANS		147122		0	2021	6	INV P	102.03	033121	281827 INTERPRETING SERVI
047246	HERITAGE	ENTER		CS2021-012	0	2021	6	INV P	334.76	033121	281817 HEADSHOT PHOTO FOR
ACCOUNT TOTAL									633.62		
001100	606000					TELEPHONE AND TELEGRAPH					
002158	AT&T		L2021-3/22	9404	0	2021	6	INV P	76.00	033121	281716 HPD INTERCEPTOR CAL
002158	AT&T		L2021-3/22	PD	0	2021	6	INV P	189.96	033121	281716 POLICE DISPATCH 3/8
002158	AT&T		L2021-3/29	HPD	0	2021	6	INV P	413.50	033121	281716 HPD M31-8222 001 05
									679.46		
002160	AT&T	MOBILITY		287273578351X03	0	2021	6	INV P	2,171.41	033121	281718 MB2016-287/WIRELESS
002160	AT&T	MOBILITY		287289913717X03	0	2021	6	INV P	6,098.30	033121	281718 MB2016-287/WIRELESS

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/6 TO 2021/6				ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
										8,269.71		
ACCOUNT TOTAL										8,949.17		
001100	606900						NETWORK WIRELESS					
002905	GILLILANDS ELECTRONI	4526	0	2021	6	INV	P	600.00	033121	281800	YEARLY CELLULAR FIR	
002905	GILLILANDS ELECTRONI	4527	0	2021	6	INV	P	420.00	033121	281800	YEARLY ALARM CELLUL	
										1,020.00		
ACCOUNT TOTAL										1,020.00		
001100	611000						TRAVEL EXPENSE					
004141	SEALY, PEGGY	06/15-18/21 SEALY	0	2021	6	INV	P	746.00	033121	281904	TRAVEL ADVANCE CHIE	
ACCOUNT TOTAL										746.00		
001100	612000						FREIGHT					
003963	PRECISION DELTA CORP	19313	221144	2021	6	INV	P	175.00	033121	281892	AMMUNITION-HPD	
004593	WATCH GUARD VIDEO	ACCINV0029680	220353	2021	6	INV	P	19.82	033121	281963	SLIDE LATCH AND BAT	
ACCOUNT TOTAL										194.82		
001100	630000						GAS					
004321	SPIRE ENERGY	G2021-15	0	2021	6	INV	P	4,309.12	033121	281928	GAS VARIOUS LOCATIO	
ACCOUNT TOTAL										4,309.12		
001100	630500						ELECTRICITY					
003700	MS POWER COMPANY	E2021-14*	0	2021	6	INV	P	2,410.26	033121	281868	MS POWER VARIOUS DE	
003700	MS POWER COMPANY	E2021-3/29	0	2021	6	INV	P	1,549.06	033121	281868	MS POWER VARIOUS DE	
										3,959.32		
ACCOUNT TOTAL										3,959.32		
001100	638400						MOTOR VEHICLE EQ. R&M					
003421	LIL TIRE SHOPPE (BR 1104214		220541	2021	6	INV	P	353.95	033121	281849	TIRES FOR UNIT31671	
ACCOUNT TOTAL										353.95		
001100	639400						DISINFECT./EXTERMINATION					
003040	HAVARD PEST CONTROL	L2021-3/29	0	2021	6	INV	P	285.00	033121	281815	QUATERLY PEST CONTR	
ACCOUNT TOTAL										285.00		
001100	639800						TOW IN CHARGES					
003389	LARRY'S WRECKER SERV	8543	0	2021	6	INV	P	55.00	033121	281847	TOWING OF UNIT#1759	
003389	LARRY'S WRECKER SERV	8581	0	2021	6	INV	P	55.00	033121	281847	TOWING OF UNIT#1757	

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/6 TO 2021/6				INVOICE		PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
										110.00			
003869	PEANUTS	TOWING	SERVI	095422	0	2021	6	INV	P	65.00	033121	281885 TOWING OF UNT#20423	
003869	PEANUTS	TOWING	SERVI	095610	0	2021	6	INV	P	65.00	033121	281885 TOWING OF UNIT#1831	
										130.00			
ACCOUNT TOTAL										240.00			
001100	641000	OFFICE EQUIPMENT RENT											
004057	RJ YOUNG COMPANY		INV4140947	0	2021	6	INV	P		253.00	033121	281898 ADMIN COPIER LEASE	
ACCOUNT TOTAL										253.00			
001100	684000	DUES AND MEMBERSHIPS											
003198	INTERNATIONAL POLICE		6032437	0	2021	6	INV	P		60.00	033121	281826 MEMBERSHIP DUES FOR	
003199	INTL ASSN OF CHIEFS		0138512	0	2021	6	INV	P		190.00	033121	281828 MEMBERSHIP DUE FOR	
047186	NOTARY PUBLIC		104387-3/26/21	0	2021	6	INV	P		114.00	033121	281876 NOTARY RENEWAL FOR	
ACCOUNT TOTAL										364.00			
001100	684500	REGISTRATION FEE/TUITION											
003668	MS ASSN OF CHIEFS OF		6.15.21 CHIEF SEALY	0	2021	6	INV	P		350.00	033121	281863 MS ASSOC. CHIEF OF	
ACCOUNT TOTAL										350.00			
ORG 001100 TOTAL										33,392.01			
001131	JOINT P&F TRNG.												
001131	508000	COMPUTER SUPPLIES											
002709	EATON, ALVIN K (PETT PC 2/2021			0	2021	6	INV	P		18.18	033121	281772 PETTY CASH VARIOUS	
ACCOUNT TOTAL										18.18			
001131	511500	FOOD											
002709	EATON, ALVIN K (PETT PC 2/2021			0	2021	6	INV	P		9.36	033121	281772 PETTY CASH VARIOUS	
ACCOUNT TOTAL										9.36			
001131	546200	MINOR FIRE FIGHTING EQUIP.											
002812	FIRE STORE(WITMER AS 2110101			220632	2021	6	INV	P		68.94	033121	281792 P/F BLOOD PRESSURE	
ACCOUNT TOTAL										68.94			
001131	546600	HAZ.MAT SUPPLIES											
004273	SOUTHERN GAS & SUPPL		35861572	0	2021	6	INV	P		240.00	033121	281919 P/F CO2 STEEL CYLIN	
ACCOUNT TOTAL										240.00			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/6 TO 2021/6		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
001131	559000										
002607	CUSTOM CREATIONS	17375	221247	2021	6	INV	P		30.00	033121	281762 P/F FLAG PRINTING
									30.00		
001131	560000										
047056	WARREN PAVING INC	42230	220867	2021	6	INV	P		1,687.22	033121	281960 P/F GRAVEL FOR TRAI
									1,687.22		
001131	607000										
002709	EATON, ALVIN K (PETT PC 075		0	2021	6	INV	P		24.53	033121	281771 PETTY CASH 1/2021 G
002709	EATON, ALVIN K (PETT PC 091		0	2021	6	INV	P		22.02	033121	281772 PETTY CASH 1/2021 F
002709	EATON, ALVIN K (PETT PC 2/2021		0	2021	6	INV	P		15.58	033121	281772 PETTY CASH VARIOUS
									62.13		
									62.13		
001131	611100										
047244	SIMMONS MORIEL	8832	0	2021	6	INV	P		368.00	033121	281912 P/F TRAV REIMBURS F
									368.00		
001131	630500										
003700	MS POWER COMPANY	E2021-14*	0	2021	6	INV	P		845.22	033121	281868 MS POWER VARIOUS DE
									845.22		
001131	639400										
003040	HAVARD PEST CONTROL	L2021-3/29	0	2021	6	INV	P		360.00	033121	281815 QUATERLY PEST CONTR
									360.00		
001131	644900										
004057	RJ YOUNG COMPANY	4119649	0	2021	6	INV	P		198.00	033121	281898 P/F COPIER RENT 02/
004494	U SAVE AUTO RENTAL	19752	221176	2021	6	INV	P		99.95	033121	281947 P/F VAN RENTAL
									297.95		
001131	684000										
047259	S T O R M INC	2021 01 HPD	0	2021	6	INV	P		30.00	033121	281900 P/F MEMBERSHIP DUE
									30.00		
									4,017.00		
001160											
001160	501000										
003810	OFFICE PRODUCTS PLUS 929523-0		220317	2021	6	INV	P		22.64	033121	281878 HFD ADMIN OFFICE JA
003810	OFFICE PRODUCTS PLUS 929523-1		220317	2021	6	INV	P		24.70	033121	281878 HFD ADMIN OFFICE JA

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/6 TO 2021/6		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
003810	OFFICE PRODUCTS PLUS	929523-2	220317	2021	6	INV	P		31.18	033121	281878 HFD ADMIN OFFICE JA
									78.52		
				ACCOUNT TOTAL					78.52		
001160	510000			CLEANING/JANITORIAL				SPLY			
003810	OFFICE PRODUCTS PLUS	929523-0	220317	2021	6	INV	P		171.09	033121	281878 HFD ADMIN OFFICE JA
003810	OFFICE PRODUCTS PLUS	929523-1	220317	2021	6	INV	P		8.24	033121	281878 HFD ADMIN OFFICE JA
003810	OFFICE PRODUCTS PLUS	929523-2	220317	2021	6	INV	P		27.82	033121	281878 HFD ADMIN OFFICE JA
									207.15		
				ACCOUNT TOTAL					207.15		
001160	511000			HOUSEHOLD SUPPLIES							
004386	T & C RESTAURANT EQU	1-11903	220571	2021	6	INV	P		62.36	033121	281935 HFD KITCHEN EQUIPME
				ACCOUNT TOTAL					62.36		
001160	512000			MEDICAL SUPPLIES							
002735	EMERGENCY MEDICAL PR	2238856	220570	2021	6	INV	P		1,312.32	033121	281781 HFD MEDICAL SUPPLIE
				ACCOUNT TOTAL					1,312.32		
001160	525500			LUBRICANTS							
003388	LARD OIL COMPANY	1081247-IN	220467	2021	6	INV	P		740.85	033121	281846 HFD STOCK OIL SUPPL
				ACCOUNT TOTAL					740.85		
001160	535000			UNIFORMS, BADGES, ETC.							
003123	HOOK-FAST SPECIALTIE	354727	220771	2021	6	INV	P		74.70	033121	281820 HFD NAMEPLATES FOR
004501	UNIFORM SURPLUS OF A	1301	204259	2021	6	INV	P		7,342.50	033121	281949 HFD - UNIFORM JACKIE
				ACCOUNT TOTAL					7,417.20		
001160	560000			BUILDING MATERIALS & SPLY							
002709	EATON, ALVIN K (PETT PC 085		0	2021	6	INV	P		16.04	033121	281771 PETTY CASH 1/2021 F
002709	EATON, ALVIN K (PETT PC 086		0	2021	6	INV	P		23.48	033121	281772 PETTY CASH 1/2021 F
									39.52		
				ACCOUNT TOTAL					39.52		
001160	560500			ELECTRICAL SUPPLIES							
002709	EATON, ALVIN K (PETT PC 087		0	2021	6	INV	P		7.00	033121	281772 PETTY CASH 1/2021 F
002709	EATON, ALVIN K (PETT PC 088		0	2021	6	INV	P		8.90	033121	281771 PETTY CASH 1/2021 F
									15.90		
003152	HUGHES SUPPLY	S160826522.001	220596	2021	6	INV	P		222.25	033121	281822 HFD BAY HEATER REPA

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/6 TO 2021/6		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
003152	HUGHES SUPPLY	S160941396.001	220807	2021	6	INV	P		40.50	033121	281822 HFD STATION 4 HEATE
									262.75		
				ACCOUNT TOTAL					278.65		
001160	565000			PAINT AND PAINTING SPLY.							
004597	WATERS INTERNATIONAL	08P804248	220918	2021	6	INV	P		98.12	033121	281964 HFD 1939 SEAGRAVE T
				ACCOUNT TOTAL					98.12		
001160	570000			MTR VEHICLE REP. PTS/SPL							
002160	AT&T MOBILITY	287273861504X03	0	2021	6	INV	P		536.64	033121	281718 MB2016-287/GPS TRAC
002194	BARDING GENERATOR &	175891	221019	2021	6	INV	P		161.50	033121	281722 HFD UNIT #20315 BAT
002357	BUMPER TO BUMPER #23	230-139118	220223	2021	6	INV	P		138.11	033121	281729 HFD UNIT #1939 SEAG
002709	EATON, ALVIN K (PETT PC 2/2021		0	2021	6	INV	P		13.39	033121	281772 PETTY CASH VARIOUS
003034	HATTIESBURG HYDRAULI	88386	220165	2021	6	INV	P		125.36	033121	281813 UNIT #13933 E6 AIR
003746	NAPA AUTO PARTS	5930-628188	221094	2021	6	INV	P		136.81	033121	281872 HFD UNIT #19835 REP
004465	TRUCKPRO LLC	039-0690863	221083	2021	6	INV	P		933.06	033121	281944 HFD REPAIR PARTS FO
004499	UNDERWOOD OUTDOOR PO	96926	221024	2021	6	INV	P		127.47	033121	281948 HFD STATION 7 LAWN
004499	UNDERWOOD OUTDOOR PO	97246	221137	2021	6	INV	P		37.47	033121	281948 HFD REPLACEMENT BLA
									164.94		
004597	WATERS INTERNATIONAL	08P804247	220916	2021	6	INV	P		125.26	033121	281965 HFD UNIT #13933 REP
				ACCOUNT TOTAL					2,335.07		
001160	604900			OTHER PROFESSIONAL SERV.							
004272	SOUTHERN FIRE & SPRI	20-28050	220578	2021	6	INV	P		660.00	033121	281918 HFD ANUAL SPRINKER
				ACCOUNT TOTAL					660.00		
001160	606000			TELEPHONE AND TELEGRAPH							
002160	AT&T MOBILITY	287273578351X03	0	2021	6	INV	P		215.15	033121	281718 MB2016-287/WIRELESS
				ACCOUNT TOTAL					215.15		
001160	630000			GAS							
004321	SPIRE ENERGY	G2021-15	0	2021	6	INV	P		610.45	033121	281928 GAS VARIOUS LOCATIO
004321	SPIRE ENERGY	G2021-3/24	0	2021	6	INV	P		288.22	033121	281928 GAS VARIOUS DEPTS 2
004321	SPIRE ENERGY	G2021-3/29	0	2021	6	INV	P		687.50	033121	281928 GAS VARIOUS LOCATIO
									1,586.17		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/6 TO 2021/6												
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION	
					ACCOUNT TOTAL			1,586.17				
001160 630500					ELECTRICITY							
003700 MS POWER COMPANY				E2021-14*	0	2021	6	INV P	268.69	033121	281868 MS POWER VARIOUS DE	
003700 MS POWER COMPANY				E2021-3/29	0	2021	6	INV P	1,866.00	033121	281868 MS POWER VARIOUS DE	
								2,134.69				
					ACCOUNT TOTAL			2,134.69				
001160 631500					WATER							
002146 ARNOLD LINE WATER AS				T2021-3/26	0	2021	6	INV P	32.00	033121	281714 WATER SERVICE 2/17/	
					ACCOUNT TOTAL			32.00				
001160 635000					BUILDING R&M							
003649 MORGAN, C J INC				2021016	220842	2021	6	INV P	457.69	033121	281862 HFD FURNISH AND INS	
003824 OVERHEAD DOOR CO OF				200624	220803	2021	6	INV P	670.00	033121	281880 HFD STATION 8 BAY D	
					ACCOUNT TOTAL			1,127.69				
001160 638200					MINOR EQUIPMENT R&M							
002709 EATON, ALVIN K (PETT PC 2/2021					0	2021	6	INV P	18.30	033121	281772 PETTY CASH VARIOUS	
					ACCOUNT TOTAL			18.30				
001160 638400					MOTOR VEHICLE EQ. R&M							
002700 EAGLE TIRE AND SERVI				INV054091	220941	2021	6	INV P	246.57	033121	281769 HFD UNIT #20099 REP	
002700 EAGLE TIRE AND SERVI				INV054096	220940	2021	6	INV P	715.12	033121	281769 HFD UNIT #19835 REP	
								961.69				
004299 SOUTHERN TIRE MART L					2520057557	221160	2021	6	INV P	1,935.60	033121	281925 HFD UNIT # 20919 TI
					ACCOUNT TOTAL			2,897.29				
001160 638900					SCBA EQUIP. R&M							
002733 EMERGENCY EQUIPMENT				458051	0	2021	6	INV P	303.52	033121	281780 HFD SCBA EMERGENCY	
					ACCOUNT TOTAL			303.52				
001160 639000					COMMUNICATION EQ. R&M							
002535 COMSOUTH				197552	220638	2021	6	INV P	1,104.00	033121	281756 HFD RADIO REPLACEME	
					ACCOUNT TOTAL			1,104.00				
001160 639400					DISINFECT./EXTERMINATION							
003040 HAVARD PEST CONTROL				L2021-3/29	0	2021	6	INV P	220.00	033121	281815 QUATERLY PEST CONTR	
					ACCOUNT TOTAL			220.00				

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/6 TO 2021/6		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
001160	641000					OFFICE EQUIPMENT RENT			
004050	RICOH CORP	34784521		0		2021 6 INV P	192.00 033121	281897	HFD ADMIN COPIER RE
ACCOUNT TOTAL							192.00		
001160	642500					CYLINDER RENT			
002071	AIRGAS USA LLC (NORD 9977774213			0		2021 6 INV P	34.13 033121	281707	HFD INDUSTRIAL OXYG
ACCOUNT TOTAL							34.13		
001160	684700					CONTINUING EDUCATION			
004331	STATE FIRE ACADEMY	28642		0		2021 6 INV P	1,084.00 033121	281932	HFD FIREFIGHTER 1001
ACCOUNT TOTAL							1,084.00		
ORG 001160 TOTAL							24,178.70		
001180						LAND DEVEL.ADM.			
001180	501000					OTHER EXPENDABLE OFF.SPL			
003809	OFFICE DEPOT INC	162869353001		220990		2021 6 INV P	48.45 033121	281877	OFFICE SUPPLIES - B
003809	OFFICE DEPOT INC	162870411001		220990		2021 6 INV P	33.98 033121	281877	OFFICE SUPPLIES - B
							82.43		
004328	STAPLES	3471813298		220992		2021 6 INV P	190.19 033121	281931	OFFICE SUPPLIES - B
ACCOUNT TOTAL							272.62		
001180	502000					MINOR OFFICE EQUIP/FURN.			
002709	EATON, ALVIN K (PETT PC 2/2021			0		2021 6 INV P	4.00 033121	281772	PETTY CASH VARIOUS
004575	WAL-MART STORES INC	PO #220991 3/10/21		220991		2021 6 INV P	74.84 033121	281956	MICROWAVE - 1ST FLO
ACCOUNT TOTAL							78.84		
001180	570000					MTR VEHICLE REP. PTS/SPL			
002709	EATON, ALVIN K (PETT PC 2/2021			0		2021 6 INV P	14.95 033121	281772	PETTY CASH VARIOUS
ACCOUNT TOTAL							14.95		
001180	604900					OTHER PROFESSIONAL SERV.			
002160	AT&T MOBILITY	287273861504X03		0		2021 6 INV P	204.30 033121	281718	MB2016-287/GPS TRAC
ACCOUNT TOTAL							204.30		
001180	606000					TELEPHONE AND TELEGRAPH			
002160	AT&T MOBILITY	287273578351X03		0		2021 6 INV P	830.55 033121	281718	MB2016-287/WIRELESS
ACCOUNT TOTAL							830.55		
001180	611000					TRAVEL EXPENSE			
003623	MITCHELL, JAMES	88420T		0		2021 6 INV P	1,076.00 033121	281861	TRAVEL ADVANCE, J.S

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/6 TO 2021/6		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
003623	MITCHELL, JAMES	88430T	0	2021	6	INV	P		208.10	033121	281861 TRAVEL REIMBURSEMEN
									1,284.10		
				ACCOUNT TOTAL					1,284.10		
001180	644900			OTHER RENT							
004057	RJ YOUNG COMPANY	INV4133613	0	2021	6	INV	P		250.84	033121	281898 COPIER FEES, 2/11-3
				ACCOUNT TOTAL					250.84		
001180	684000			DUES AND MEMBERSHIPS							
002279	BOAM	BOAM2021	0	2021	6	INV	P		300.00	033121	281724 2021 BOAM MEMBERSHI
003669	MS ASSN OF CODE ENFO	MACEA.FOWLER	0	2021	6	INV	P		75.00	033121	281864 MS ASSN OF CODE ENF
003669	MS ASSN OF CODE ENFO	MACEC.COPELAND	0	2021	6	INV	P		75.00	033121	281864 MS ASSN OF CODE ENF
003669	MS ASSN OF CODE ENFO	MACEJ.BRYANT	0	2021	6	INV	P		75.00	033121	281864 MS ASSN OF CODE ENF
003669	MS ASSN OF CODE ENFO	MACER.ANDERS	0	2021	6	INV	P		75.00	033121	281864 MS ASSN OF CODE ENF
003669	MS ASSN OF CODE ENFO	MACET.KIDD	0	2021	6	INV	P		75.00	033121	281864 MS ASSN OF CODE ENF
003669	MS ASSN OF CODE ENFO	MACEW.QUINN	0	2021	6	INV	P		75.00	033121	281864 MS ASSN OF CODE ENF
003669	MS ASSN OF CODE ENFO	MACEW.SANGUINETTI	0	2021	6	INV	P		75.00	033121	281864 MS ASSN OF CODE ENF
									525.00		
				ACCOUNT TOTAL					825.00		
001180	684500			REGISTRATION FEE/TUITION							
002279	BOAM	88420T-BOAM	0	2021	6	INV	P		150.00	033121	281724 BOAM CONF REG FEE,
				ACCOUNT TOTAL					150.00		
				ORG 001180 TOTAL					3,911.20		
001191				TRAFFIC MAINT.							
001191	554500			TRAFFIC SIGNS							
002795	FASTENAL COMPANY	MSHAT230496	221163	2021	6	INV	P		280.00	033121	281789 TRAFFIC BOLTS
004316	SPEEDY PRINTING & SI	220972	220972	2021	6	INV	P		64.00	033121	281927 TRAFFIC STREET MARK
004316	SPEEDY PRINTING & SI	28753	220987	2021	6	INV	P		116.00	033121	281927 TRAFFIC STREET MARK
004316	SPEEDY PRINTING & SI	28764	221047	2021	6	INV	P		240.00	033121	281927 TRAFFIC STREET MARK
004316	SPEEDY PRINTING & SI	28780	221097	2021	6	INV	P		248.00	033121	281927 TRAFFIC STREET MARK
004316	SPEEDY PRINTING & SI	28800	221169	2021	6	INV	P		60.00	033121	281927 TRAFFIC STREET MARK
									728.00		
				ACCOUNT TOTAL					1,008.00		
001191	560500			ELECTRICAL SUPPLIES							
003742	N & H ELECTRONIC DIS	98645	221015	2021	6	INV	P		27.16	033121	281871 TRAFFIC CONNECTOR
				ACCOUNT TOTAL					27.16		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/6 TO 2021/6										
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
001191	570000			MTR VEHICLE REP.	PTS/SPL					
002413	CARQUEST AUTO PARTS	154049	220587	2021 6	INV	P	94.54 033121	281736	TRAFFIC UNIT 18603	
				ACCOUNT TOTAL			94.54			
001191	606000			TELEPHONE AND TELEGRAPH						
002160	AT&T MOBILITY	287273578351X03	0	2021 6	INV	P	71.64 033121	281718	MB2016-287/WIRELESS	
				ACCOUNT TOTAL			71.64			
001191	612000			FREIGHT						
004412	TEMPLE INC	0204068	220187	2021 6	INV	P	150.00 033121	281937	TRAFFIC E PACK REP	
				ACCOUNT TOTAL			150.00			
001191	630000			GAS						
004321	SPIRE ENERGY	G2021-15	0	2021 6	INV	P	374.71 033121	281928	GAS VARIOUS LOCATIO	
				ACCOUNT TOTAL			374.71			
001191	630500			ELECTRICITY						
003700	MS POWER COMPANY	E2021-3/29	0	2021 6	INV	P	569.93 033121	281868	MS POWER VARIOUS DE	
				ACCOUNT TOTAL			569.93			
001191	637500			TRAFFIC CONTROL EQ.	R&M					
004412	TEMPLE INC	0204068	220187	2021 6	INV	P	2,300.00 033121	281937	TRAFFIC E PACK REP	
				ACCOUNT TOTAL			2,300.00			
001191	639400			DISINFECT./EXTERMINATION						
003040	HAVARD PEST CONTROL	L2021-3/29	0	2021 6	INV	P	249.00 033121	281815	QUATERLY PEST CONTR	
				ACCOUNT TOTAL			249.00			
001191	643000			UNIFORM RENT						
002471	CINTAS CORPORATION # 4077824916		0	2021 6	INV	P	25.00 033121	281743	TRAFFIC UNIFORM SC/	
002471	CINTAS CORPORATION # 4078483053		0	2021 6	INV	P	25.00 033121	281743	TRAFFIC UNIFORM SC	
002471	CINTAS CORPORATION # 4079149955		0	2021 6	INV	P	25.00 033121	281744	TRAFFIC UNIFORM SC	
							75.00			
				ACCOUNT TOTAL			75.00			
001191	643500			MOP-MAT-RAG RENT						
002471	CINTAS CORPORATION # 4077824631		0	2021 6	INV	P	6.63 033121	281743	TRAFFIC MATS SC/82	
002471	CINTAS CORPORATION # 4078482705		0	2021 6	INV	P	6.63 033121	281743	TRAFFIC MATS SC/82	
002471	CINTAS CORPORATION # 4079149469		0	2021 6	INV	P	6.44 033121	281744	TRAFFIC MATS SC/82	
							19.70			
				ACCOUNT TOTAL			19.70			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/6 TO 2021/6				ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
							ORG 001191	TOTAL	4,939.68					
001201 STREET DIV.														
001201 510000 CLEANING/JANITORIAL SPLY														
004634 WHEELER'S JANITORIAL 081258							220120	2021	6	INV	P	654.90	033121	281967 JANITORIAL SUPPLIES
							ACCOUNT TOTAL		654.90					
001201 511100 SUPPLIES - COVID 19														
004634 WHEELER'S JANITORIAL 081259							220260	2021	6	INV	P	158.00	033121	281967 HANDS FREE THERMOME
							ACCOUNT TOTAL		158.00					
001201 540500 CONCRETE, CEMENT, ETC.														
003473 M M C MATERIALS INC- 678579							0	2021	6	INV	P	870.00	033121	281851 3000 PSI CONCRETE S
003473 M M C MATERIALS INC- 684055B							0	2021	6	INV	P	770.00	033121	281851 3000PSI CONCRETE PO
003473 M M C MATERIALS INC- 684055B-1							202924	2021	6	INV	P	770.00	033121	281851 3000 PSI CONCRETE V
003473 M M C MATERIALS INC- 684439							0	2021	6	INV	P	660.00	033121	281851 3000PSI CONCRETE PO
003473 M M C MATERIALS INC- 686520							0	2021	6	INV	P	770.00	033121	281851 3000PSI CONCRETE PO
003473 M M C MATERIALS INC- 686733							0	2021	6	INV	P	550.00	033121	281851 3000PSI CONCRETE PO
003473 M M C MATERIALS INC- 692995							0	2021	6	INV	P	708.00	033121	281851 3000PSI CONCRETE PO
									5,098.00					
							ACCOUNT TOTAL		5,098.00					
001201 541000 BRICK,STONE,MORTAR,ETC.														
004586 WARREN PAVING INC 42354							220977	2021	6	INV	P	2,937.03	033121	281959 100 TON CRUSH CONCR
							ACCOUNT TOTAL		2,937.03					
001201 555000 STREET MARKING SUPPLIES														
002492 CLEMTS HARDWARE 1268							221081	2021	6	INV	P	13.98	033121	281752 2 CANS FOREST GREEN
							ACCOUNT TOTAL		13.98					
001201 559000 OTHER OPERATING MATL/SPLY														
004284 SOUTHERN PIPE & SUPP 5055429-00							220826	2021	6	INV	P	2,855.00	033121	281923 DRAINAGE INLETS/STR
004284 SOUTHERN PIPE & SUPP 5083826-00							220910	2021	6	INV	P	2,821.40	033121	281923 PARTS FOR DRAINAGE/
									5,676.40					
							ACCOUNT TOTAL		5,676.40					
001201 560000 BUILDING MATERIALS & SPLY														
002714 ECONOMY SUPPLY CO 051416							221126	2021	6	INV	P	250.00	033121	281774 DOOR LOCKS/PUBLIC W
							ACCOUNT TOTAL		250.00					
001201 561000 PLUMBING SUPPLIES														
002709 EATON, ALVIN K (PETT PC 081							0	2021	6	INV	P	13.40	033121	281771 PETTY CASH 1/2021 S

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/6 TO 2021/6											
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION		
ACCOUNT TOTAL							13.40				
001201	570000			MTR	VEHICLE	REP.	PTS/SPL				
002160	AT&T MOBILITY	287273861504x03	0	2021	6	INV	P	2,539.45	033121	281718	MB2016-287/GPS TRAC
002166	AUTO ARMATURE SERVIC	24159	220974	2021	6	INV	P	150.95	033121	281719	MT51 BATTERY STREET
002166	AUTO ARMATURE SERVIC	24303	221205	2021	6	INV	P	283.90	033121	281719	BATTERY FOR UNIT #1
							434.85				
002168	AUTO ZONE	0139676391	220673	2021	6	INV	P	11.83	033121	281720	WIPERS/UNIT 20503 P
002413	CARQUEST AUTO PARTS	14758-153097	220202	2021	6	INV	P	46.05	033121	281736	HITCH PIN & STEERIN
002413	CARQUEST AUTO PARTS	14758-153500	220365	2021	6	INV	P	114.24	033121	281736	PARTS/UNIT #9605 &
002413	CARQUEST AUTO PARTS	14758-153502	220365	2021	6	INV	P	20.98	033121	281736	PARTS/UNIT #9605 &
002413	CARQUEST AUTO PARTS	14758-155521	221064	2021	6	INV	P	3.52	033121	281736	KEY STOCK 1/4X12 P
							184.79				
ACCOUNT TOTAL							3,170.92				
001201	575500			AGRICLTRL	REPAIR	PTS/SPL					
003843	PARISH TRACTOR (HATT	02-156872	221062	2021	6	INV	P	103.00	033121	281883	PARTS UNIT 16723 &
003843	PARISH TRACTOR (HATT	02-158190*	221062	2021	6	CRM	P	-222.47	033121	281883	PARTS UNIT 16723 &
							-119.47				
047152	HEAVYQUIP	139989-01	220549	2021	6	INV	P	3,600.00	033121	281816	PARTS/UNIT #20093 S
ACCOUNT TOTAL							3,480.53				
001201	604900			OTHER PROFESSIONAL	SERV.						
003331	KINSEY WELDING	5222	0	2021	6	INV	P	2,250.00	033121	281841	ADMIN - DRAIN GRATE
ACCOUNT TOTAL							2,250.00				
001201	612000			FREIGHT							
047152	HEAVYQUIP	139989-01	220549	2021	6	INV	P	350.00	033121	281816	PARTS/UNIT #20093 S
ACCOUNT TOTAL							350.00				
001201	638700			AGRICULTURAL	EQ.	R&M					
003380	LANCASTER'S MACHINE	024682	203809	2021	6	INV	P	450.00	033121	281845	REPAIR WORK ON UNIT
003380	LANCASTER'S MACHINE	024700	204099	2021	6	INV	P	90.00	033121	281845	SHARPENED 6 BUSH HO
003380	LANCASTER'S MACHINE	24795	220895	2021	6	INV	P	620.00	033121	281845	REPAIRS ON TRAILER/
							1,160.00				
003986	PUCKETT MACHINERY CO	WOHB5290475	220678	2021	6	INV	P	3,571.74	033121	281893	REPAIRS UNIT 19456
ACCOUNT TOTAL							4,731.74				

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/6 TO 2021/6											
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION
001201	639900			OTHER REPAIRS AND MAINT.							
002754	ESSCO HEATING AND A/ 40007			220810	2021	6	INV	P	940.00	033121	281785 REPAIRS ON A/C UNIT
ACCOUNT TOTAL									940.00		
001201	643000			UNIFORM RENT							
002471	CINTAS	CORPORATION #	4077824776	0	2021	6	INV	P	27.75	033121	281743 SC:82000044758 PUBL
002471	CINTAS	CORPORATION #	4077824834	0	2021	6	INV	P	65.06	033121	281743 SC:82000044758 PUBL
002471	CINTAS	CORPORATION #	4077824923	0	2021	6	INV	P	100.84	033121	281743 SC:82000044758 PUBL
002471	CINTAS	CORPORATION #	4077824996	0	2021	6	INV	P	14.11	033121	281743 SC:82000044758 PUBL
002471	CINTAS	CORPORATION #	4077825002	0	2021	6	INV	P	46.60	033121	281743 SC:82000044758 PUBL
									254.36		
ACCOUNT TOTAL									254.36		
ORG 001201 TOTAL									29,979.26		
001202				STREET LIGHTS							
001202	630500			ELECTRICITY							
003700	MS POWER COMPANY	E2021-14*		0	2021	6	INV	P	2,004.27	033121	281868 MS POWER VARIOUS DE
003700	MS POWER COMPANY	E2021-3/29		0	2021	6	INV	P	82,320.08	033121	281868 MS POWER VARIOUS DE
									84,324.35		
003873	PEARL RIVER VALLEY E	E2021-14		0	2021	6	INV	P	1,253.34	033121	281886 PRVE VARIOUS LOCATI
003873	PEARL RIVER VALLEY E	E2021-3/29		0	2021	6	INV	P	864.05	033121	281886 PRVE VARIOUS DEPTS
									2,117.39		
004282	SOUTHERN PINE ELECTR	E2021-11		0	2021	6	INV	P	1,241.28	033121	281922 SOPINE VARIOUS LOCA
004282	SOUTHERN PINE ELECTR	E2021-3/23		0	2021	6	INV	P	155.17	033121	281922 SOPINE ELECTRIC VAR
									1,396.45		
ACCOUNT TOTAL									87,838.19		
ORG 001202 TOTAL									87,838.19		
001203				ENGR/PUBLIC SER							
001203	606000			TELEPHONE AND TELEGRAPH							
002160	AT&T MOBILITY	287273578351x03		0	2021	6	INV	P	214.74	033121	281718 MB2016-287/WIRELESS
ACCOUNT TOTAL									214.74		
001203	607000			POSTAGE							
002798	FEDERAL EXPRESS	7-301-54722		0	2021	6	INV	P	34.94	033121	281790 SHIPMENT TO DAVID S
ACCOUNT TOTAL									34.94		
001203	630500			ELECTRICITY							

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/6 TO 2021/6		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
003700	MS POWER COMPANY	E2021-3/29	0	2021	6	INV	P		371.88	033121	281868 MS POWER VARIOUS DE
ACCOUNT TOTAL									371.88		
001203	638400			MOTOR VEHICLE EQ. R&M							
002815	FIRESTONE COMPLETE A	254726	221229	2021	6	INV	P		42.38	033121	281793 ENG-OIL CHANGE FOR
ACCOUNT TOTAL									42.38		
001203	639400			DISINFECT./EXTERMINATION							
003040	HAVARD PEST CONTROL	L2021-3/29	0	2021	6	INV	P		330.00	033121	281815 QUATERLY PEST CONTR
ACCOUNT TOTAL									330.00		
ORG 001203 TOTAL									993.94		
001204				SHOP DIVISION							
001204	545000			HAND TOOLS							
002413	CARQUEST AUTO PARTS	154214	220653	2021	6	INV	P		48.69	033121	281736 SHOP TOOL
ACCOUNT TOTAL									48.69		
001204	559000			OTHER OPERATING MATL/SPLY							
002709	EATON, ALVIN K (PETT PC 2/2021		0	2021	6	INV	P		8.75	033121	281772 PETTY CASH VARIOUS
ACCOUNT TOTAL									8.75		
001204	570000			MTR VEHICLE REP. PTS/SPL							
002413	CARQUEST AUTO PARTS	14758-WIP	220814	2021	6	INV	P		69.60	033121	281736 SHOP SUPPLIES
002413	CARQUEST AUTO PARTS	4758-153245	220269	2021	6	INV	P		111.04	033121	281736 INT DOOR HANDLE UNI
									180.64		
ACCOUNT TOTAL									180.64		
001204	577000			EXPENDABLE WELDING SPLY.							
004273	SOUTHERN GAS & SUPPL	36080637	220613	2021	6	INV	P		113.21	033121	281919 SHOP WELDING SUPPLI
ACCOUNT TOTAL									113.21		
001204	630500			ELECTRICITY							
003700	MS POWER COMPANY	E2021-14*	0	2021	6	INV	P		2,322.26	033121	281868 MS POWER VARIOUS DE
003700	MS POWER COMPANY	E2021-3/29	0	2021	6	INV	P		41.16	033121	281868 MS POWER VARIOUS DE
									2,363.42		
ACCOUNT TOTAL									2,363.42		
001204	643000			UNIFORM RENT							
002471	CINTAS CORPORATION # 4078483013		0	2021	6	INV	P		92.06	033121	281743 UNIFORM RENTAL/PW S
002471	CINTAS CORPORATION # 4079798839		0	2021	6	INV	P		92.06	033121	281745 UNIFORM RENTAL/PW S

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/6 TO 2021/6		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
									184.12		
ACCOUNT TOTAL									184.12		
ORG 001204 TOTAL									2,898.83		
G O & F S DIV.											
001205	630500			ELECTRICITY							
001205	003700	MS POWER COMPANY	E2021-3/29	0	2021	6	INV	P	63.61	033121	281868 MS POWER VARIOUS DE
ACCOUNT TOTAL									63.61		
ORG 001205 TOTAL									63.61		
DRAINAGE DIV.											
001206	606000			TELEPHONE AND TELEGRAPH							
001206	002160	AT&T MOBILITY	287273578351X03	0	2021	6	INV	P	483.53	033121	281718 MB2016-287/WIRELESS
ACCOUNT TOTAL									483.53		
OTHER IMPROVEMENTS											
001206	729500										
047003	GULF SOUTH CONS	HARDY & CONCERT #5		0	2021	6	INV	P	55,822.85	033121	281805 MB 2020-192 HARDY &
ACCOUNT TOTAL									55,822.85		
ORG 001206 TOTAL									56,306.38		
CONSTRUCTION											
001207	511100			SUPPLIES - COVID 19							
001207	004634	WHEELER'S JANITORIAL	081259	220260	2021	6	INV	P	158.00	033121	281967 HANDS FREE THERMOME
ACCOUNT TOTAL									158.00		
OTHER OPERATING MATL/SPLY											
001207	559000										
002083	ALLBRITTON CHAIN SAW	81027		220485	2021	6	INV	P	111.67	033121	281709 IGNITION MODULE/CON
ACCOUNT TOTAL									111.67		
BUILDING MATERIALS & SPLY											
001207	560000										
002714	ECONOMY SUPPLY CO	051440		221136	2021	6	INV	P	19.75	033121	281774 TAP HEX SCREW/BOARD
002901	GILKEY ELECTRIC SUPP	336635		221168	2021	6	INV	P	215.00	033121	281799 FBGL STEP LADDER
ACCOUNT TOTAL									234.75		
PLUMBING SUPPLIES											
001207	561000										
002709	EATON, ALVIN K (PETT PC 078			0	2021	6	INV	P	3.99	033121	281771 PETTY CASH 1/2021 C
ACCOUNT TOTAL									3.99		
MTR VEHICLE REP. PTS/SPL											
001207	570000										

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/6 TO 2021/6											
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION		
002342	BRUCE AUTO RECYCLING	477446	221123	2021	6	INV P	85.00	033121	281728	FRONT SEAT FOR UNIT	
002413	CARQUEST AUTO PARTS	14758-155972	221207	2021	6	INV P	146.92	033121	281736	BRAKE PADS UNIT#159	
ACCOUNT TOTAL							231.92				
001207	604900			OTHER PROFESSIONAL SERV.							
002522	COMCAST	8396410730734155	0	2021	6	INV P	18.78	033121	281754	SERVICES FROM03/01-	
ACCOUNT TOTAL							18.78				
001207	606000			TELEPHONE AND TELEGRAPH							
002160	AT&T MOBILITY	287273578351X03	0	2021	6	INV P	123.28	033121	281718	MB2016-287/WIRELESS	
ACCOUNT TOTAL							123.28				
001207	643000			UNIFORM RENT							
002471	CINTAS CORPORATION #	4078482827	0	2021	6	INV P	46.76	033121	281743	UNIFORM RENTAL/PW S	
002471	CINTAS CORPORATION #	4079149568	0	2021	6	INV P	44.86	033121	281743	UNIFORM RENTAL/CONS	
002471	CINTAS CORPORATION #	4079149915	0	2021	6	INV P	102.06	033121	281743	UNIFORM RENTAL/PW S	
002471	CINTAS CORPORATION #	4079798756	0	2021	6	INV P	42.14	033121	281745	UNIFORM RENTAL/CONS	
							235.82				
ACCOUNT TOTAL							235.82				
001207	644900			OTHER RENT							
003987	PUCKETT RENTS	815544-0001	221016	2021	6	INV P	68.00	033121	281894	TROWEL, FRESNO	
ACCOUNT TOTAL							68.00				
ORG 001207 TOTAL							1,186.21				
001220				SANITATION DIV.							
001220	502000			MINOR OFFICE EQUIP/FURN.							
002905	GILLILANDS ELECTRONI	4692	0	2021	6	INV P	314.95	033121	281800	SANIT. REPLACE HEAD	
ACCOUNT TOTAL							314.95				
001220	510000			CLEANING/JANITORIAL SPLY							
004634	WHEELER'S JANITORIAL	081364	221167	2021	6	INV P	424.00	033121	281967	JANITORIAL SUPPLIES	
ACCOUNT TOTAL							424.00				
001220	511100			SUPPLIES - COVID 19							
004634	WHEELER'S JANITORIAL	081259	220260	2021	6	INV P	158.00	033121	281967	HANDS FREE THERMOME	
ACCOUNT TOTAL							158.00				
001220	513000			CHEMICALS							
004583	WARING OIL CO (GULFP	31787	220902	2021	6	INV P	425.70	033121	281958	DEF FOR SANITATION	
004583	WARING OIL CO (GULFP	32530	221068	2021	6	INV P	425.70	033121	281958	DEF FOR SANITATION	

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/6 TO 2021/6				ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
										851.40		
ACCOUNT TOTAL										851.40		
001220	559000	OTHER OPERATING MATL/SPLY										
002714	ECONOMY SUPPLY CO	050982	221011	2021	6	INV	P	29.00	033121		281774	POST FOR NEIGHBORHO
ACCOUNT TOTAL										29.00		
001220	559001	OTHER OPERATING SPLY-RECYCLING										
002709	EATON, ALVIN K (PETT PC 074		0	2021	6	INV	P	6.42	033121		281771	PC 1/2021 SANITATIO
ACCOUNT TOTAL										6.42		
001220	570000	MTR VEHICLE REP. PTS/SPL										
002367	BURROUGHS DIESEL INC	25343	221131	2021	6	INV	P	934.55	033121		281731	UNIT 21388-DIAGNOST
002413	CARQUEST AUTO PARTS	14758-155949	221199	2021	6	INV	P	30.89	033121		281736	UNIT 15892 -SANIT-O
002738	EMPIRE TRUCK SALES (	CE00616713:01	221054	2021	6	INV	P	1,368.38	033121		281782	UNIT 20068 RADIATO
002738	EMPIRE TRUCK SALES (	CE006176547:01	221012	2021	6	INV	P	33.78	033121		281782	UNIT 15892 OIL FILT
002738	EMPIRE TRUCK SALES (	CE006176626:01	220927	2021	6	INV	P	1,717.50	033121		281782	SANITATION UNIT 199
002738	EMPIRE TRUCK SALES (	CE006176644:01	221014	2021	6	INV	P	666.39	033121		281782	UNIT 19755 AIR SPRI
002738	EMPIRE TRUCK SALES (	CE006176656:01	221042	2021	6	INV	P	336.48	033121		281782	UNIT 20090 BRAKE CH
002738	EMPIRE TRUCK SALES (	CE006176661:01	221033	2021	6	INV	P	883.42	033121		281782	UNIT 20068 SPRING A
002738	EMPIRE TRUCK SALES (	CE006176692:01	220948	2021	6	INV	P	358.00	033121		281782	UNIT 15892 RADIATOR
002738	EMPIRE TRUCK SALES (	CE006177159:01	221224	2021	6	INV	P	37.91	033121		281782	UNIT 20091 V-CLAMP/
002738	EMPIRE TRUCK SALES (	CE006177218:01	221172	2021	6	INV	P	607.11	033121		281782	UNIT 19948 AIR DRYE
										6,008.97		
003034	HATTIESBURG HYDRAULI	88561	221225	2021	6	INV	P	109.95	033121		281813	UNIT 20073 HYDRAULI
004120	SANSOM EQUIPMENT CO	P01150	220959	2021	6	INV	P	523.03	033121		281902	AIR SHIFTER FOR ALL
004465	TRUCKPRO LLC	039-0690732	221058	2021	6	INV	P	3,662.48	033121		281944	BRAKE SHOES FOR GAR
004597	WATERS INTERNATIONAL	08P804738	221059	2021	6	INV	P	76.99	033121		281965	CENTER BEARING UNIT
047038	KENWORTH OF MISSISSI	570646	0	2021	6	INV	P	139.35	033121		281839	SANITATION UNITS-AI
ACCOUNT TOTAL										11,486.21		
001220	604900	OTHER PROFESSIONAL SERV.										
047097	HINTON, ANTHONY	HINTON20091	0	2021	6	INV	P	220.00	033121		281818	DIAGNOSTIC EVAL UNI
ACCOUNT TOTAL										220.00		
001220	612000	FREIGHT										
002738	EMPIRE TRUCK SALES (	CE006176626:01	220927	2021	6	INV	P	75.00	033121		281782	SANITATION UNIT 199
002738	EMPIRE TRUCK SALES (	CE006176661:01	221033	2021	6	INV	P	150.00	033121		281782	UNIT 20068 SPRING A

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/6 TO 2021/6		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
002738	EMPIRE TRUCK SALES (	CE006177218:01	221172	2021	6	INV	P		19.00	033121	281782 UNIT 19948 AIR DRYE
									244.00		
004465	TRUCKPRO LLC	039-0690732	221058	2021	6	INV	P		200.00	033121	281944 BRAKE SHOES FOR GAR
									ACCOUNT TOTAL	444.00	
001220	630500										
003700	MS POWER COMPANY	E2021-14*	0		2021	6	INV	P	668.82	033121	281868 MS POWER VARIOUS DE
									ACCOUNT TOTAL	668.82	
001220	638400										
004120	SANSOM EQUIPMENT CO	W00761	220743		2021	6	INV	P	33,090.48	033121	281902 UNIT 20069 ARM REBU
004299	SOUTHERN TIRE MART L	2520057393	221060	2021	6	INV	P		12,650.60	033121	281925 TIRES FOR SANITATIO
									ACCOUNT TOTAL	45,741.08	
001220	639900										
003253	JOHNNY'S WRECKER SER	41552	0		2021	6	INV	P	350.00	033121	281836 TOW UNIT 19755 FROM
									ACCOUNT TOTAL	350.00	
001220	643000										
002471	CINTAS CORPORATION #	4078483146	0		2021	6	INV	P	158.18	033121	281743 SC#8200044758-SANIT
002471	CINTAS CORPORATION #	4079149592	0		2021	6	INV	P	28.06	033121	281744 SC#8200044758-SANIT
002471	CINTAS CORPORATION #	4079149885	0		2021	6	INV	P	197.08	033121	281744 SC#8200044758-SANIT
									383.32		
002472	CINTAS FIRST AID J71	5055737538	0		2021	6	INV	P	57.66	033121	281746 SANITATION FIRST AI
									ACCOUNT TOTAL	440.98	
001220	643500										
002471	CINTAS CORPORATION #	4078483064	0		2021	6	INV	P	28.74	033121	281743 SC#8200044758-SANIT
									ACCOUNT TOTAL	28.74	
001220	688000										
002007	98 WASTE LLC	3274	0		2021	6	INV	P	25,200.00	033121	281703 MB#2016-322 FEB RUB
002007	98 WASTE LLC	3276	0		2021	6	INV	P	1,785.00	033121	281703 MB#2016-322 (CODE E
									26,985.00		
004591	WASTE MANAGEMENT OF	0012611-2526-2	0		2021	6	INV	P	360.23	033121	281962 MB#2003-5/484 SANIT
004591	WASTE MANAGEMENT OF	0012638-2526-5	0		2021	6	INV	P	1,518.32	033121	281962 MB#2003-5/484
									1,878.55		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/6 TO 2021/6				ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
ACCOUNT TOTAL										28,863.55		
ORG 001220 TOTAL										90,027.15		
HEALTH DIVISION												
CHEMICALS												
001250	513000				221106	2021	6	INV	P	3,851.40	033121	281750 MOSQUITO CHEMICALS
002484	CLARKE MOSQUITO	CONT	5094030									
ACCOUNT TOTAL										3,851.40		
HAND TOOLS												
001250	545000				220911	2021	6	INV	P	211.20	033121	281774 RAKES, SQUARE POINT
002714	ECONOMY SUPPLY CO		051745									
ACCOUNT TOTAL										211.20		
AGRICLTRL REPAIR PTS/SPL												
001250	575500				220989	2021	6	INV	P	139.95	033121	281719 STARTER ON LAWNMOWE
002166	AUTO ARMATURE SERVIC	24169			220559	2021	6	INV	P	150.95	033121	281719 LAWNMOWER BATTERIES
002166	AUTO ARMATURE SERVIC	24327			220559	2021	6	INV	P	150.95	033121	281719 LAWNMOWER BATTERIES
002166	AUTO ARMATURE SERVIC	24328								441.85		
002304	BRACKMAN MOWER WAREH	2131			220907	2021	6	INV	P	136.00	033121	281727 IDLER SLIDE UJMV BL
002304	BRACKMAN MOWER WAREH	2132			220958	2021	6	INV	P	197.61	033121	281727 REPAIRS ON LAWNMOWE
										333.61		
003843	PARISH TRACTOR (HATT	02-156872			221062	2021	6	INV	P	65.66	033121	281883 PARTS UNIT 16723 &
003843	PARISH TRACTOR (HATT	02-156873			221062	2021	6	INV	P	486.24	033121	281883 PARTS UNIT 16723 &
										551.90		
ACCOUNT TOTAL										1,327.36		
MOTOR VEHICLE EQ. R&M												
001250	638400				0	2021	6	INV	P	155.64	033121	281749 REPAIRS ON UNIT 131
002484	CLARKE MOSQUITO	CONT	000003944									
ACCOUNT TOTAL										155.64		
AGRICULTURAL EQ. R&M												
001250	638700				203751	2021	6	INV	P	75.00	033121	281845 REPLACE HINGE ON TR
003380	LANCASTER'S MACHINE	024583			203989	2021	6	INV	P	300.00	033121	281845 REPAIRS REAR RAMP &
003380	LANCASTER'S MACHINE	024690								375.00		
ACCOUNT TOTAL										375.00		
AGRICULTURAL EQUIPMENT												
001250	733500				203905	2021	6	INV	P	125,445.60	033121	281764 JOHN DEERE 6105E CA
002642	DEERE & COMPANY		117042447									
ACCOUNT TOTAL										125,445.60		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/6 TO 2021/6											
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
					ORG 001250	TOTAL			131,366.20		
					HUMAN/SOC.ASST						
001280											
001280	682037				H'BURG DOWNTOWN ASSN						
004524	USM/SYMPHONY ORCHEST	GM000673	0	2021	6	INV	P	50,000.00	033121	281951	USM SYMPHONY CONTRI
					ACCOUNT TOTAL			50,000.00			
					ORG 001280	TOTAL			50,000.00		
					AIRPORT DIV.						
001551											
001551	630500				ELECTRICITY						
003700	MS POWER COMPANY	E2021-14*	0	2021	6	INV	P	1,337.24	033121	281868	MS POWER VARIOUS DE
					ACCOUNT TOTAL			1,337.24			
					DISINFECT./EXTERMINATION						
001551	639400				2021	6	INV	P	225.00	033121	281815 QUATERLY PEST CONTR
003040	HAVARD PEST CONTROL	L2021-3/29	0								
					ACCOUNT TOTAL			225.00			
					ORG 001551	TOTAL			1,562.24		
					CEMETERY DIV						
001553											
001553	501000				OTHER EXPENDABLE OFF.SPL						
002709	EATON, ALVIN K (PETT PC 093	0	2021	6	INV	P	22.35	033121	281772	PETTY CASH 1/2021 C	
003177	INDOFF INC	3454114	221002	2021	6	INV	P	294.21	033121	281823	HAM105007-HAMMERMIL
					ACCOUNT TOTAL			316.56			
					WEARING APPAREL						
001553	535500				2021	6	INV	P	25.64	033121	281772 PETTY CASH VARIOUS
002709	EATON, ALVIN K (PETT PC 2/2021	0									
002846	FORESTRY SUPPLIERS I 847714-00	220738	2021	6	INV	P	29.90	033121	281795	93885- 15" PLAIN TO	
002846	FORESTRY SUPPLIERS I 847714-01	220738	2021	6	INV	P	89.70	033121	281795	93885- 15" PLAIN TO	
								119.60			
					ACCOUNT TOTAL			145.24			
					SAND,CLAY,GRVL,FILL DIRT						
001553	541500				2021	6	INV	P	795.00	033121	281730 TOP SOIL TANDEM LOA
002359	BURGE EXCAVATING & G 1591	221037									
					ACCOUNT TOTAL			795.00			
					HORT./LANDSCAPING SPLY.						
001553	544000				2021	6	INV	P	19.98	033121	281772 PETTY CASH 1/2021 C
002709	EATON, ALVIN K (PETT PC 090	0									
002709	EATON, ALVIN K (PETT PC 2/2021	0	2021	6	INV	P	25.56	033121	281772	PETTY CASH VARIOUS	
								45.54			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/6 TO 2021/6		ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
ACCOUNT TOTAL								45.54		
001553	545000				HAND TOOLS					
002709	EATON, ALVIN K (PETT PC 076	0		2021	6	INV	P	6.41	033121	281771 PETTY CASH 1/2021 C
ACCOUNT TOTAL								6.41		
001553	546000				MINOR EQUIPMENT					
002709	EATON, ALVIN K (PETT PC 077	0		2021	6	INV	P	14.00	033121	281771 PETTY CASH 1/2021 C
ACCOUNT TOTAL								14.00		
001553	559000				OTHER OPERATING MATL/SPLY					
002846	FORESTRY SUPPLIERS I 859899-00	221082		2021	6	INV	P	197.10	033121	281795 33638-GATORADE-LEMO
ACCOUNT TOTAL								197.10		
001553	560000				BUILDING MATERIALS & SPLY					
002709	EATON, ALVIN K (PETT PC 2/2021	0		2021	6	INV	P	1.25	033121	281772 PETTY CASH VARIOUS
ACCOUNT TOTAL								1.25		
001553	561000				PLUMBING SUPPLIES					
002709	EATON, ALVIN K (PETT PC 2/2021	0		2021	6	INV	P	15.46	033121	281772 PETTY CASH VARIOUS
ACCOUNT TOTAL								15.46		
001553	570000				MTR VEHICLE REP. PTS/SPL					
002413	CARQUEST AUTO PARTS 14758-155940	221183		2021	6	INV	P	91.83	033121	281736 CFI-84744XD-LUBE-FO
002709	EATON, ALVIN K (PETT PC 071	0		2021	6	INV	P	11.17	033121	281771 PETTY CASH 1/21 CEM
002709	EATON, ALVIN K (PETT PC 083	0		2021	6	INV	P	9.77	033121	281771 PETTY CASH 1/2021 C
								20.94		
004299	SOUTHERN TIRE MART L 2520057971	221125		2021	6	INV	P	577.32	033121	281925 LT245/70R17 TRANSFO
ACCOUNT TOTAL								690.09		
001553	575500				AGRICLTR REPAIR PTS/SPL					
002709	EATON, ALVIN K (PETT PC 2/2021	0		2021	6	INV	P	16.00	033121	281772 PETTY CASH VARIOUS
003034	HATTIESBURG HYDRAULI 88482	221148		2021	6	INV	P	68.81	033121	281813 HYDRAULIC HOSE FOR
003034	HATTIESBURG HYDRAULI 88563	221230		2021	6	INV	P	316.49	033121	281813 HYDRAULIC HOSES FOR
								385.30		
004544	VERMEER MIDSOUTH INC 329020	220952		2021	6	INV	P	219.59	033121	281954 BELT FOR WOOD CHIPP
004544	VERMEER MIDSOUTH INC CR 220860	220952		2021	6	CRM	P	-212.23	033121	281954 BELT FOR WOOD CHIPP
								7.36		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/6 TO 2021/6											
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION
					ACCOUNT TOTAL			408.66			
001553	604900				OTHER PROFESSIONAL SERV.						
003191	INTERFACE SECURITY S	19939715		0	2021	6	INV P	48.34	033121	281825	MB#2006-2/76-77-SEC
					ACCOUNT TOTAL			48.34			
001553	606000				TELEPHONE AND TELEGRAPH						
002160	AT&T MOBILITY	287273578351X03		0	2021	6	INV P	115.28	033121	281718	MB2016-287/WIRELESS
					ACCOUNT TOTAL			115.28			
001553	612000				FREIGHT						
002846	FORESTRY SUPPLIERS I	847714-00		220738	2021	6	INV P	18.07	033121	281795	93885- 15" PLAIN TO
002846	FORESTRY SUPPLIERS I	859899-00		221082	2021	6	INV P	23.90	033121	281795	33638-GATORADE-LEMO
								41.97			
003177	INDOFF INC	3454114		221002	2021	6	INV P	24.00	033121	281823	HAM105007-HAMMERMIL
004544	VERMEER MIDSOUTH INC	329020		220952	2021	6	INV P	26.07	033121	281954	BELT FOR WOOD CHIPP
					ACCOUNT TOTAL			92.04			
001553	630500				ELECTRICITY						
003700	MS POWER COMPANY	E2021-3/29		0	2021	6	INV P	395.50	033121	281868	MS POWER VARIOUS DE
					ACCOUNT TOTAL			395.50			
001553	642500				CYLINDER RENT						
002071	AIRGAS USA LLC (NORD	09976305969		0	2021	6	INV P	34.76	033121	281708	ACETYLENE & OXYGEN
002071	AIRGAS USA LLC (NORD	9973338070		0	2021	6	INV P	59.26	033121	281707	ACETYLENE/OXYGEN CY
002071	AIRGAS USA LLC (NORD	9974809796		0	2021	6	INV P	34.76	033121	281707	ACETYLENE & OXYGEN
002071	AIRGAS USA LLC (NORD	9975570142		0	2021	6	INV P	59.26	033121	281708	ACETYLENE & OXYGEN
								188.04			
					ACCOUNT TOTAL			188.04			
001553	643000				UNIFORM RENT						
002471	CINTAS CORPORATION #	4077214218		0	2021	6	INV P	65.45	033121	281744	ST CONTRACT#820004
002471	CINTAS CORPORATION #	4077827595		0	2021	6	INV P	61.72	033121	281744	ST CONTRACT#8200044
002471	CINTAS CORPORATION #	4078485400		0	2021	6	INV P	59.50	033121	281744	ST. CONTRACT#820004
002471	CINTAS CORPORATION #	4079152692		0	2021	6	INV P	59.50	033121	281744	ST. CONTRACT#820004
002471	CINTAS CORPORATION #	4079802294		0	2021	6	INV P	59.50	033121	281744	ST. CONTRACT#820004
								305.67			
					ACCOUNT TOTAL			305.67			
001553	643500				MOP-MAT-RAG RENT						
002471	CINTAS CORPORATION #	4077214178		0	2021	6	INV P	23.82	033121	281744	ST. CONTRACT#820004

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/6 TO 2021/6											
ACCOUNT/VENDOR		INVOICE		PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
002471	CINTAS CORPORATION # 4077827351			0	2021	6	INV P	23.82	033121	281744	ST. CONTRACT#820004
002471	CINTAS CORPORATION # 4079152570			0	2021	6	INV P	23.33	033121	281744	ST. CONTRACT#820004
002471	CINTAS CORPORATION # 4079802091			0	2021	6	INV P	23.33	033121	281745	ST. CONTRACT#820004
								94.30			
ACCOUNT TOTAL								94.30			
ORG 001553 TOTAL								3,874.48			
001560											
001560	630500										
003700	MS POWER COMPANY	E2021-3/29		0	2021	6	INV P	1,174.06	033121	281868	MS POWER VARIOUS DE
ACCOUNT TOTAL								1,174.06			
001560	640200										
003789	NORFOLK SOUTHERN COR	91906895		0	2021	6	INV P	2,057.62	033121	281875	2021 PARKING AT RAI
ACCOUNT TOTAL								2,057.62			
ORG 001560 TOTAL								3,231.68			
FUND 001 REVENUES								TOTAL:	1,731,235.22		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/6 TO 2021/6		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
002001				PKS/REC FUND REVENUES							
002001	315000			BALLFIELD USE FEES							
047304	ALPHA CHI OMEGA	REFUND REC 77643	0	2021	6	INV	P	150.00	033121	281711	REFUND TATUM BALLFI
				ACCOUNT TOTAL				150.00			
				ORG 002001				TOTAL			150.00
002300				PKS/REC-RECREATION MAINT. DIV.							
002300	510000			CLEANING/JANITORIAL SPLY							
002413	CARQUEST AUTO PARTS	14758-155365	220999	2021	6	INV	P	722.70	033121	281736	P&R REC MAINT TRUCK
002729	ELKINS WHOLESALE INC	444175	220382	2021	6	INV	P	1,563.77	033121	281777	P&R GRNDS JANITORIA
002729	ELKINS WHOLESALE INC	444175-01*	220382	2021	6	INV	P	64.50	033121	281777	P&R GRNDS JANITORIA
002729	ELKINS WHOLESALE INC	444175-02	220382	2021	6	INV	P	12.90	033121	281777	P&R GRNDS JANITORIA
002729	ELKINS WHOLESALE INC	446219*	220800	2021	6	INV	P	887.44	033121	281777	P&R GRNDS JANITORIA
002729	ELKINS WHOLESALE INC	446784	220869	2021	6	INV	P	99.98	033121	281777	P&R GRNDS MAINT JAN
002729	ELKINS WHOLESALE INC	447800	221032	2021	6	INV	P	165.22	033121	281777	P&R GRNDS MAINT JAN
002729	ELKINS WHOLESALE INC	448811	221248	2021	6	INV	P	357.56	033121	281777	P&R GRNDS JANITORIA
								3,151.37			
				ACCOUNT TOTAL				3,874.07			
002300	541500			SAND, CLAY, GRVL, FILL DIRT							
002359	BURGE EXCAVATING & G	1563	220209	2021	6	INV	P	2,625.00	033121	281730	TATUM BALLFIELDS-DI
				ACCOUNT TOTAL				2,625.00			
002300	544000			HORT./LANDSCAPING SPLY.							
002703	EARTHPLANTER	I994694	204455	2021	6	INV	P	3,487.00	033121	281770	DOWNTOWN PLANTER BA
002777	FAGAN TREE AND SPRAY	3520	220998	2021	6	INV	P	2,860.00	033121	281788	P&R MOBILE & 4TH ST
004279	SOUTHERN MS PINE STR	12937	221187	2021	6	INV	P	240.00	033121	281920	P&R GRNDS MAINT PIN
				ACCOUNT TOTAL				6,587.00			
002300	546000			MINOR EQUIPMENT							
002714	ECONOMY SUPPLY CO	050981	221004	2021	6	INV	P	260.00	033121	281774	P&R TATUM TENNIS RE
				ACCOUNT TOTAL				260.00			
002300	560000			BUILDING MATERIALS & SPLY							
002714	ECONOMY SUPPLY CO	050716	220898	2021	6	INV	P	743.05	033121	281774	P&R TATUM PARK BLDG
002714	ECONOMY SUPPLY CO	051535	221147	2021	6	INV	P	115.20	033121	281774	P&R TATUM BASEBALL-
002714	ECONOMY SUPPLY CO	051671	221188	2021	6	INV	P	53.70	033121	281774	P&R TATUM PARK BLDG
002714	ECONOMY SUPPLY CO	051698	221209	2021	6	INV	P	60.31	033121	281774	P&R EASTSIDE PARK B
002714	ECONOMY SUPPLY CO	051720	221203	2021	6	INV	P	117.40	033121	281774	P&R TATUM PARK BLDG
								1,089.66			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/6 TO 2021/6				ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
ACCOUNT TOTAL											1,089.66		
002300	560500	ELECTRICAL SUPPLIES											
002901	GILKEY ELECTRIC SUPP	336763	221217	2021	6	INV	P		48.75	033121		281799	P&R TATUM TENNIS LI
ACCOUNT TOTAL											48.75		
002300	561000	PLUMBING SUPPLIES											
002709	EATON, ALVIN K (PETT PC 079		0	2021	6	INV	P		13.80	033121		281771	PETTY CASH 1/2021 P
002709	EATON, ALVIN K (PETT PC 2/2021		0	2021	6	INV	P		37.41	033121		281772	PETTY CASH VARIOUS
											51.21		
002802	FERGUSON ENTERPRISES	1620600	220913	2021	6	INV	P		84.85	033121		281791	TATUM TENNIS-PLUMBI
003543	MCELHANEY PLUMBING I	287608	221013	2021	6	INV	P		141.59	033121		281854	P&R DAHMER PLUMBING
ACCOUNT TOTAL											277.65		
002300	570000	MTR VEHICLE REP. PTS/SPL											
002166	AUTO ARMATURE SERVIC	24241	221084	2021	6	INV	P		148.95	033121		281719	P&R TRK UNIT 13130
002413	CARQUEST AUTO PARTS	14758-155648	221110	2021	6	INV	P		26.18	033121		281736	P&R TRK 21327/11214
002413	CARQUEST AUTO PARTS	14758-155720	221110	2021	6	INV	P		17.98	033121		281736	P&R TRK 21327/11214
002413	CARQUEST AUTO PARTS	14758-156056	221215	2021	6	INV	P		13.98	033121		281736	P&R TRUCK UNIT 9603
											58.14		
003246	JERRY'S AUTOMOTIVE R	21010	220682	2021	6	INV	P		125.50	033121		281834	P&R TRK UNIT 11214-
003915	PINE BELT CDJR, INC	511687	221128	2021	6	INV	P		433.88	033121		281888	P&R TRK UNIT 21153-
004299	SOUTHERN TIRE MART L	2520054026	220754	2021	6	INV	P		182.00	033121		281925	P&R TRUCK UNIT 1856
004299	SOUTHERN TIRE MART L	2520057049	220980	2021	6	INV	P		142.24	033121		281925	P&R TRK UNIT 20419-
004299	SOUTHERN TIRE MART L	2520057479	221127	2021	6	INV	P		865.30	033121		281925	P&R TRK UNIT 20420-
											1,189.54		
ACCOUNT TOTAL											1,956.01		
002300	575500	AGRICLTRL REPAIR PTS/SPL											
002083	ALLBRITTON CHAIN SAW	81196	221132	2021	6	INV	P		299.88	033121		281709	P&R GRNDS MAINT SUP
002304	BRACKMAN MOWER WAREH	2136	220997	2021	6	INV	P		24.89	033121		281727	P&R MOWER 20823-SER
002304	BRACKMAN MOWER WAREH	2834	221138	2021	6	INV	P		539.50	033121		281727	P&R GRNDS MAINT-EQU
											564.39		
002709	EATON, ALVIN K (PETT PC 2/2021		0	2021	6	INV	P		8.56	033121		281772	PETTY CASH VARIOUS
004299	SOUTHERN TIRE MART L	2520056753	220931	2021	6	INV	P		75.00	033121		281925	P&R TRAILER UNIT 20

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/6 TO 2021/6		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
004299	SOUTHERN TIRE MART L	2520057638	221182	2021	6	INV	P		100.97	033121	281925 P&R MOWER 20823-SER
									175.97		
				ACCOUNT TOTAL					1,048.80		
002300	604900			OTHER PROFESSIONAL SERV.							
002777	FAGAN TREE AND SPRAY	3520	220998	2021	6	INV	P		155.50	033121	281788 P&R MOBILE & 4TH ST
				ACCOUNT TOTAL					155.50		
002300	606000			TELEPHONE AND TELEGRAPH							
002160	AT&T MOBILITY	287273578351X03	0	2021	6	INV	P		508.94	033121	281718 MB2016-287/WIRELESS
				ACCOUNT TOTAL					508.94		
002300	612000			FREIGHT							
002777	FAGAN TREE AND SPRAY	3520	220998	2021	6	INV	P		250.00	033121	281788 P&R MOBILE & 4TH ST
				ACCOUNT TOTAL					250.00		
002300	630500			ELECTRICITY							
003700	MS POWER COMPANY	E2021-3/29	0	2021	6	INV	P		1,262.82	033121	281868 MS POWER VARIOUS DE
				ACCOUNT TOTAL					1,262.82		
002300	635500			ELECTRICAL R&M							
002006	4LP, LLC	3143	0	2021	6	INV	P		250.00	033121	281702 TATUM SOCCER- LABOR
002672	DOLEAC ELECTRIC CO I	H24473	0	2021	6	INV	P		980.72	033121	281765 P&R TATUM PARK FIEL
				ACCOUNT TOTAL					1,230.72		
002300	635700			PLUMBING EQUIPMENT R&M							
002100	AMERICAN AIR SPECIAL	108170	0	2021	6	INV	P		153.03	033121	281713 TATUM REC OFFICE -L
				ACCOUNT TOTAL					153.03		
002300	638400			MOTOR VEHICLE EQ. R&M							
003246	JERRY'S AUTOMOTIVE R	21010	220682	2021	6	INV	P		225.05	033121	281834 P&R TRK UNIT 11214-
003915	PINE BELT CDJR, INC	511687	221128	2021	6	INV	P		250.00	033121	281888 P&R TRK UNIT 21153-
004299	SOUTHERN TIRE MART L	2520053749	220403	2021	6	INV	P		24.95	033121	281925 P&R TRK 21677 OIL C
004299	SOUTHERN TIRE MART L	2520057049	220980	2021	6	INV	P		16.15	033121	281925 P&R TRK UNIT 20419-
004299	SOUTHERN TIRE MART L	2520057479	221127	2021	6	INV	P		90.00	033121	281925 P&R TRK UNIT 20420-
									131.10		
				ACCOUNT TOTAL					606.15		
002300	638700			AGRICULTURAL EQ. R&M							

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/6 TO 2021/6											
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
002083	ALLBRITTON CHAIN SAW	81065		221124	2021	6	INV	P	30.00	033121	281709 P&R GRNDS MAINT CHA
002304	BRACKMAN MOWER WAREH	2136		220997	2021	6	INV	P	40.00	033121	281727 P&R MOWER 20823-SER
004299	SOUTHERN TIRE MART L	2520056753		220931	2021	6	INV	P	13.00	033121	281925 P&R TRAILER UNIT 20
004299	SOUTHERN TIRE MART L	2520057638		221182	2021	6	INV	P	10.00	033121	281925 P&R MOWER 20823-SER
									23.00		
ACCOUNT TOTAL									93.00		
002300	639600	SIGN PAINTING									
004316	SPEEDY PRINTING & SI	28755		221003	2021	6	INV	P	450.00	033121	281927 P&R CAMERON FIELD-P
ACCOUNT TOTAL									450.00		
002300	643000	UNIFORM RENT									
002471	CINTAS CORPORATION #	4078263760		0	2021	6	INV	P	123.36	033121	281744 GRNDS MAINT UNIFORM
002471	CINTAS CORPORATION #	4078899646		0	2021	6	INV	P	123.36	033121	281744 GRNDS MAINT UNIFORM
002471	CINTAS CORPORATION #	4079525905		0	2021	6	INV	P	127.19	033121	281744 GRNDS MAINT UNIFORM
									373.91		
ACCOUNT TOTAL									373.91		
002300	644900	OTHER RENT									
002071	AIRGAS USA LLC (NORD	9974809796-002		0	2021	6	INV	P	59.70	033121	281708 P&R GRNDS MAINT HEL
002071	AIRGAS USA LLC (NORD	9976305969-002		0	2021	6	INV	P	24.50	033121	281708 P&R GRNDS MAINT HEL
									84.20		
002471	CINTAS CORPORATION #	4078263589		0	2021	6	INV	P	20.49	033121	281744 REC MAINT-MAT RENTA
002471	CINTAS CORPORATION #	4078899457		0	2021	6	INV	P	19.75	033121	281744 GRNDS MAINT MAT REN
002471	CINTAS CORPORATION #	4079525682		0	2021	6	INV	P	19.75	033121	281744 GRNDS MAINT MAT REN
									59.99		
004281	SOUTHERN ON SITE STO	74615		220582	2021	6	INV	P	850.00	033121	281921 P&R CE ROY-PORTABLE
047043	PORTABLE TOLIETS	75316		220932	2021	6	INV	P	229.00	033121	281890 P&R TWO QUOTE FOR R
ACCOUNT TOTAL									1,223.19		
002300	699900	SERVICES NOT SPECIFIED									
002777	FAGAN TREE AND SPRAY	3521		220547	2021	6	INV	P	1,550.00	033121	281788 P&R GRACE CHRISTIAN
002993	HALLS WELDING SERVIC	2115		220386	2021	6	INV	P	550.00	033121	281810 P&R 9TH ST PARK LAB
003331	KINSEY WELDING	5223		221113	2021	6	INV	P	2,500.00	033121	281841 P&R CAMERON FIELD-L
004609	WEBBS PAINT COMPANY	091388		220877	2021	6	INV	P	4,825.00	033121	281966 P&R TATUM SB LABOR

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/6 TO 2021/6											
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT		CHECK	DESCRIPTION	
047187	FOUR SEASONS LAWN	9933	220652	2021	6	INV	P	4,925.00	033121	281797	P&R HWY 49 LABOR TO
ACCOUNT TOTAL								14,350.00			
ORG 002300 TOTAL								38,424.20			
002315	PKS/REC-REC.ADMIN/COM.REL.										
002315	603400	OFFICIALS									
004416	TERRELL, WINSTON	3/9/11-3/11/21	0	2021	6	INV	P	150.00	033121	281938	PARK AND RECREATION
004432	THOMPSON, JESSE	3/10/21-3/10/21	0	2021	6	INV	P	50.00	033121	281940	PARK AND RECREATION
004590	WASHINGTON, TYLER RO	3/9/21-3/11/21	0	2021	6	INV	P	150.00	033121	281961	PARK AND RECREATION
047237	SMITH MARCUS L	3/9/21-3/11/21	0	2021	6	INV	P	150.00	033121	281913	PARK AND RECREATION
047301	PAIGE FREDERICK NICH	3/2/21-3/11/21	0	2021	6	INV	P	225.00	033121	281882	PARK AND RECREATION
ACCOUNT TOTAL								725.00			
002315	604900	OTHER PROFESSIONAL SERV.									
002540	CONNER, TOBARRA	3/9/21-3/11/21	0	2021	6	INV	P	48.00	033121	281758	PARK AND RECREATION
002842	FORBES, VOLORIA D	3/9/21-3/11/21	0	2021	6	INV	P	96.00	033121	281794	PARK AND RECREATION
002965	GUTHRIE, JONI S	3/9/21-3/11/21	0	2021	6	INV	P	90.00	033121	281806	PARKS AND RECREATIO
003313	KETTLEY, ANNETTE	3/9/21-3/11/21	0	2021	6	INV	P	96.00	033121	281840	PARK AND RECREATION
003508	MARTIN, MAGDALINE	3/11/21-3/18/21	0	2021	6	INV	P	48.00	033121	281853	PARK AND RECREATION
003958	POWELL, RANDY	3/9/21-3/11/21	0	2021	6	INV	P	180.00	033121	281891	PARK AND RECREATION
004162	SHABAZZ, AMATULLAH	3/9/21-3/16/21	0	2021	6	INV	P	48.00	033121	281905	PARK AND RECREATION
004323	SPORTS ILLUSTRATED P	507836	0	2021	6	INV	P	262.50	033121	281929	HPR: REGISTRATION F
004564	WALCK, SUSAN A	3/8/21-3/15/21	0	2021	6	INV	P	80.00	033121	281957	PARK AND RECREATION
047117	ABIGAIL L ALLEN	3162020	0	2021	6	INV	P	1,150.00	033121	281704	VIRTUAL ART CLASSES
047117	ABIGAIL L ALLEN	3162021	0	2021	6	INV	P	150.00	033121	281704	"ART IN THE ALLEN"
								1,300.00			
ACCOUNT TOTAL								2,248.50			
002315	630000	GAS									
004321	SPIRE ENERGY	G2021-15	0	2021	6	INV	P	806.59	033121	281928	GAS VARIOUS LOCATIO
ACCOUNT TOTAL								806.59			
002315	630500	ELECTRICITY									

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/6 TO 2021/6													
ACCOUNT/VENDOR		INVOICE		PO	YEAR/PR		TYP	S	WARRANT		CHECK	DESCRIPTION	
003700 MS POWER COMPANY		E2021-14*		0	2021 6		INV	P	4,569.00 033121		281868	MS POWER VARIOUS DE	
003700 MS POWER COMPANY		E2021-3/29		0	2021 6		INV	P	9,991.28 033121		281868	MS POWER VARIOUS DE	
									14,560.28				
		ACCOUNT TOTAL							14,560.28				
002315 639400													
003040 HAVARD PEST CONTROL		L2021-29MAR		0	2021 6		INV	P	595.00 033121		281815	QUARTERLY PEST CONT	
									595.00				
		ACCOUNT TOTAL							595.00				
					ORG 002315		TOTAL		18,935.37				
FUND 002 PARKS & RECREATION FUND							TOTAL:		57,509.57				

YEAR/PERIOD: 2021/6 TO 2021/6		INVOICE		PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
009660										
009660	501000									
004327	STANDARD OFFICE SUPP	5204840-0		221061	2021	6	INV P	124.64	033121	281930 OFFICE SUPPLIES WAT
004327	STANDARD OFFICE SUPP	5204841-0		221061	2021	6	INV P	36.50	033121	281930 OFFICE SUPPLIES WAT
004327	STANDARD OFFICE SUPP	5204843-0		221061	2021	6	INV P	77.80	033121	281930 OFFICE SUPPLIES WAT
								238.94		
								ACCOUNT TOTAL		238.94
009660	545000									
003543	MCELHANEY PLUMBING I	287545		220970	2021	6	INV P	29.95	033121	281854 SAW FOR WATER BILLI
								ACCOUNT TOTAL		29.95
009660	604900									
002181	BADGER METER INC	80069494		0	2021	6	INV P	1,023.92	033121	281721 BEACON HOSTING SERV
004482	TYLER TECHNOLOGIES IN	045-329702		0	2021	6	INV P	20,854.00	033121	281945 MB 2020-29 TYLER M
								ACCOUNT TOTAL		21,877.92
009660	606000									
002160	AT&T MOBILITY	287273578351X03		0	2021	6	INV P	591.81	033121	281718 MB2016-287/WIRELESS
								ACCOUNT TOTAL		591.81
009660	620000									
004050	RICOH CORP	5061495673		0	2021	6	INV P	461.21	033121	281897 CHARGES FOR PRODUCT
								ACCOUNT TOTAL		461.21
009660	630000									
004321	SPIRE ENERGY	G2021-3/24		0	2021	6	INV P	223.11	033121	281928 GAS VARIOUS DEPTS 2
								ACCOUNT TOTAL		223.11
009660	630500									
003700	MS POWER COMPANY	E2021-14*		0	2021	6	INV P	452.90	033121	281868 MS POWER VARIOUS DE
								ACCOUNT TOTAL		452.90
009660	638000									
002567	COURTNEY'S RESTAURAN	13929		0	2021	6	INV P	236.89	033121	281761 MAINTENANCE ON ICE
								ACCOUNT TOTAL		236.89
009660	638400									
004514	UNIVERSITY TIRE & SE	INV170822		221180	2021	6	INV P	547.80	033121	281950 TIRES FOR UNIT 1870
								ACCOUNT TOTAL		547.80

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/6 TO 2021/6				ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
009660	643000					UNIFORM RENT									
002471	CINTAS CORPORATION # 4078484387					0	2021	6	INV	P	84.95	033121	281742	UNIFORMS WATER BILL	
002471	CINTAS CORPORATION # 4079151511					0	2021	6	INV	P	56.95	033121	281742	UNIFORMS WATER BILL	
											141.90				
ACCOUNT TOTAL											141.90				
ORG 009660 TOTAL											24,802.43				
009672	545000	W&S O&M-WATER TRANSMISSION DIV													
002543	CONSOLIDATED PIPE & 0411350					220880	2021	6	INV	P	500.00	033121	281759	HAND TOOLS FOR WATE	
003543	MCELHANEY PLUMBING I 287602					220979	2021	6	INV	P	46.90	033121	281854	WATERCOOLER & CHANN	
ACCOUNT TOTAL											546.90				
009672	561000	PLUMBING SUPPLIES													
002442	CENTRAL PIPE SUPPLY S100247206					220881	2021	6	INV	P	4,893.36	033121	281737	CURB STOPS,COUPLING	
ACCOUNT TOTAL											4,893.36				
009672	570000	MTR VEHICLE REP. PTS/SPL													
002060	ADVANCE AUTO PARTS 5604105676520					220776	2021	6	INV	P	2,355.99	033121	281705	TRANSMISSION FOR UN	
002413	CARQUEST AUTO PARTS 14758-155993					221195	2021	6	INV	P	57.78	033121	281736	REPAIR PARTS FOR #	
003861	PATTERSON AUTO ELECT 80911					220782	2021	6	INV	P	153.89	033121	281884	REPAIRS TO UNIT # 2	
003915	PINE BELT CDJR, INC 511962					0	2021	6	INV	P	91.34	033121	281888	OIL/FILTER CHANGE U	
004514	UNIVERSITY TIRE & SE INV170508					221133	2021	6	INV	P	235.97	033121	281950	TIRE FOR UNIT # 216	
ACCOUNT TOTAL											2,894.97				
009672	638400	MOTOR VEHICLE EQ. R&M													
003915	PINE BELT CDJR, INC 509673					202563	2021	6	INV	P	79.95	033121	281888	SERVICE FOR UNIT #2	
004514	UNIVERSITY TIRE & SE INV170508					221133	2021	6	INV	P	4.00	033121	281950	TIRE FOR UNIT # 216	
ACCOUNT TOTAL											83.95				
009672	643000	UNIFORM RENT													
002471	CINTAS CORPORATION # 4078484769					0	2021	6	INV	P	215.68	033121	281743	SC#8200044758--UNIF	
002471	CINTAS CORPORATION # 4079151943					0	2021	6	INV	P	189.78	033121	281744	SC#8200044758--UNIF	
002471	CINTAS CORPORATION # 4079801210					0	2021	6	INV	P	189.78	033121	281745	SC#8200044758-UNIFO	
											595.24				
ACCOUNT TOTAL											595.24				

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/6 TO 2021/6																
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION					
					ORG 009672			TOTAL	9,014.42							
					W&S O&M-WATER PLANT DIVISION											
009673					CHEMICALS											
009673	513000				220981	2021	6	INV	P	1,761.45	033121	281710 CHLORINE & SULFUR D				
002094	ALLIED UNIVERSAL COR	I1690339				220748	2021	6	INV	P	4,320.00	033121	281824 50LB BAGS OF SODIUM			
003179	INDUSTRIAL CHEMICALS	484185				220749	2021	6	INV	P	4,757.50	033121	281824 50LB BAGS OF LIME -			
003179	INDUSTRIAL CHEMICALS	484389				9,077.50										
					ACCOUNT TOTAL			10,838.95								
					MTR VEHICLE REP. PTS/SPL											
009673	570000				0	2021	6	INV	P	244.93	033121	281718 MB2016-287/GPS TRAC				
002160	AT&T MOBILITY	287273861504X03				221134	2021	6	INV	P	329.48	033121	281925 TIRES FOR UNIT # 20			
004299	SOUTHERN TIRE MART L	2520057753				ACCOUNT TOTAL						574.41				
					OTHER PROFESSIONAL SERV.											
009673	604900				0	2021	6	INV	P	174.68	033121	281713 REPAIR FAUCET IN LA				
002100	AMERICAN AIR SPECIAL	47099				0	2021	6	INV	P	1,325.00	033121	281726 MARCH 2021 ROUTINE			
002288	BONNER ANALYTICAL TE	73547				0	2021	6	INV	P	3,000.00	033121	281732 WATER OPERATOR OF R			
002380	BYRD, WADE J.	032021BYRD				ACCOUNT TOTAL						4,499.68				
					GAS											
009673	630000				0	2021	6	INV	P	616.49	033121	281928 GAS VARIOUS LOCATIO				
004321	SPIRE ENERGY	G2021-15				0	2021	6	INV	P	2.61	033121	281928 GAS VARIOUS LOCATIO			
004321	SPIRE ENERGY	G2021-3/29				619.10										
					ACCOUNT TOTAL			619.10								
					ELECTRICITY											
009673	630500				0	2021	6	INV	P	27,664.21	033121	281868 MS POWER VARIOUS DE				
003700	MS POWER COMPANY	E2021-14*				0	2021	6	INV	P	6,918.58	033121	281868 MS POWER VARIOUS DE			
003700	MS POWER COMPANY	E2021-3/29				34,582.79										
					003873 PEARL RIVER VALLEY E			E2021-14	0	2021	6	INV	P	73.48	033121	281886 PRVE VARIOUS LOCATI
					ACCOUNT TOTAL			34,656.27								
					GENERATOR R&M											
009673	638300				203209	2021	6	INV	P	15,790.00	033121	281765 INSTALL NEW AUTOMAT				
002672	DOLEAC ELECTRIC CO I	GEN91601				ACCOUNT TOTAL						15,790.00				

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/6 TO 2021/6		ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
009673	638400									
										MOTOR VEHICLE EQ. R&M
003861	PATTERSON AUTO ELECT	80911		220782	2021	6	INV P	1,300.50	033121	281884 REPAIRS TO UNIT # 2
004299	SOUTHERN TIRE MART L	2520057753		221134	2021	6	INV P	46.00	033121	281925 TIRES FOR UNIT # 20
004514	UNIVERSITY TIRE & SE	INV170508		221133	2021	6	INV P	25.00	033121	281950 TIRE FOR UNIT # 216
								1,371.50		ACCOUNT TOTAL
009673	643500									
										MOP-MAT-RAG RENT
002471	CINTAS CORPORATION #	4078484411		0	2021	6	INV P	22.72	033121	281743 SC#8200044758--MOPS
002471	CINTAS CORPORATION #	4079151538		0	2021	6	INV P	22.11	033121	281744 SC#8200044758--MOPS
002471	CINTAS CORPORATION #	4079800816		0	2021	6	INV P	22.11	033121	281745 SC#8200044758-MOPS
								66.94		
								66.94		ACCOUNT TOTAL
009673	644900									
										OTHER RENT
003370	LAMAR COUNTY SCHOOL	2021LEASE868		0	2021	6	INV P	5,490.00	033121	281844 MB2012-1/233:2021 L
								5,490.00		ACCOUNT TOTAL
009673	739900									
										OTHER EQUIPMENT
002641	DEEP SOUTH TRUCK & E	1HTSCABM3XH202903		220983	2021	6	INV P	12,510.00	033121	281763 2QUOTE--'99INTERNAT
								12,510.00		ACCOUNT TOTAL
								86,416.85		ORG 009673 TOTAL
009676										
										W&S O&M-SEWER DIVISION
009676	513000									CHEMICALS
002443	CERTIFIED LABORATORI	7226101		220031	2021	6	INV P	7,746.00	033121	281738 CHERRY FLO FOR SEWE
								7,746.00		ACCOUNT TOTAL
009676	546000									
										MINOR EQUIPMENT
002471	CINTAS CORPORATION #	1902031492		220984	2021	6	INV P	341.90	033121	281743 GREEN NITRILE GLOVE
								341.90		ACCOUNT TOTAL
009676	570000									
										MTR VEHICLE REP. PTS/SPL
003861	PATTERSON AUTO ELECT	80871		220939	2021	6	INV P	591.30	033121	281884 REPAIRS TO UNIT # 2
003861	PATTERSON AUTO ELECT	80918		220662	2021	6	INV P	178.37	033121	281884 REPAIRS TO UNIT # 1
								769.67		
								769.67		ACCOUNT TOTAL
009676	604900									
										OTHER PROFESSIONAL SERV.
003614	MISSION COMMUNICATIO	1049703		0	2021	6	INV P	1,042.20	033121	281860 ANNUAL SERVICE:J.MI

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/6 TO 2021/6														
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION			
					ACCOUNT TOTAL			1,042.20						
009676 630500					ELECTRICITY									
003700	MS POWER COMPANY	E2021-14*	0	2021	6	INV	P	4,924.42	033121	281868	MS POWER VARIOUS DE			
003700	MS POWER COMPANY	E2021-3/29	0	2021	6	INV	P	3,370.66	033121	281868	MS POWER VARIOUS DE			
								8,295.08						
004282 SOUTHERN PINE ELECTR					E2021-11	0	2021	6	INV	P	1,447.06	033121	281922	SOPINE VARIOUS LOCA
004282	SOUTHERN PINE ELECTR	E2021-3/23	0	2021	6	INV	P	1,632.18	033121	281922	SOPINE ELECTRIC VAR			
								3,079.24						
					ACCOUNT TOTAL			11,374.32						
009676 636000					STREETS & STRUCTURES R&M									
004058	RJM MCQUEEN CONTRACT	2304	0	2021	6	INV	P	47,954.25	033121	281899	MB2020-179:SEWER RE			
004058	RJM MCQUEEN CONTRACT	2370	0	2021	6	INV	P	12,316.22	033121	281899	MB2020-179:SEWER RE			
004058	RJM MCQUEEN CONTRACT	2377	0	2021	6	INV	P	6,612.00	033121	281899	MB2020-179:SEWER RE			
004058	RJM MCQUEEN CONTRACT	2378	0	2021	6	INV	P	1,230.00	033121	281899	MB2020-179:SEWER RE			
004058	RJM MCQUEEN CONTRACT	2380	0	2021	6	INV	P	17,314.14	033121	281899	MB2020-179:SEWER RE			
004058	RJM MCQUEEN CONTRACT	2381	0	2021	6	INV	P	49,851.03	033121	281899	MB2020-179:SEWER RE			
004058	RJM MCQUEEN CONTRACT	2382	0	2021	6	INV	P	66,474.82	033121	281899	MB2020-179:SEWER RE			
004058	RJM MCQUEEN CONTRACT	2388	0	2021	6	INV	P	34,147.53	033121	281899	MB2020-179:SEWER RE			
								235,899.99						
					ACCOUNT TOTAL			235,899.99						
009676 638400					MOTOR VEHICLE EQ. R&M									
003861	PATTERSON AUTO ELECT	80871	220939	2021	6	INV	P	1,360.00	033121	281884	REPAIRS TO UNIT # 2			
003861	PATTERSON AUTO ELECT	80918	220662	2021	6	INV	P	340.00	033121	281884	REPAIRS TO UNIT # 1			
								1,700.00						
					ACCOUNT TOTAL			1,700.00						
					ORG 009676 TOTAL			258,874.08						
009677					W&S O&M-SEWER LAGOON DIV.									
009677 513000					CHEMICALS									
002094	ALLIED UNIVERSAL COR	I1690340	220981	2021	6	INV	P	5,725.75	033121	281710	CHLORINE & SULFUR D			
					ACCOUNT TOTAL			5,725.75						
009677 604900					OTHER PROFESSIONAL SERV.									
002288	BONNER ANALYTICAL TE	73516	0	2021	6	INV	P	2,327.08	033121	281726	NPDES MONITORING FE			
					ACCOUNT TOTAL			2,327.08						
009677 630500					ELECTRICITY									

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/6 TO 2021/6													
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION	
003700	MS	POWER	COMPANY	E2021-14*	0	2021	6	INV	P	36,238.29	033121	281868	MS POWER VARIOUS DE
003700	MS	POWER	COMPANY	E2021-3/29	0	2021	6	INV	P	346.28	033121	281868	MS POWER VARIOUS DE
										36,584.57			
ACCOUNT TOTAL										36,584.57			
009677	638000	FIXED EQUIPMENT R&M											
003348	L & A	CONTRACTING	CO	483-183	0	2021	6	INV	P	36,233.53	033121	281843	MB2016-64:NORTH&SOU
003348	L & A	CONTRACTING	CO	483-184	0	2021	6	INV	P	42,686.37	033121	281843	MB2016-64:LAGOONS A
										78,919.90			
ACCOUNT TOTAL										78,919.90			
ORG 009677 TOTAL										123,557.30			
FUND 009 WATER & SEWER OPERATION/MAINT.										TOTAL:	502,665.08		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/6 TO 2021/6		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
011000											
011000	114000										
047250	S W EASTERLING	030521	36178	0	2021	6	INV	P	40.00	033121	281901 MTR DEP REF 36178
047251	VESTA JORDAN	030521	36481	0	2021	6	INV	P	40.00	033121	281955 MTR DEP REF 36481
047252	CHRISTOPHER WILKES	030521	37312	0	2021	6	INV	P	40.00	033121	281741 MTR DEP REF 37312
047260	HOLLY NGUYEN	030521	57323	0	2021	6	INV	P	20.96	033121	281819 MTR DEP REF 57323
047261	MEGAN G WILKINSON	030521	60277	0	2021	6	INV	P	20.96	033121	281855 MTR DEP REF 60277
047262	KAYLA MORRIS	030521	63551	0	2021	6	INV	P	75.00	033121	281837 MTR DEP REF 63551
047264	NEIL SHANNON	030521	66744	0	2021	6	INV	P	20.96	033121	281874 MTR DEP REF 66744
047265	WILLIE MACKO	030521	67753	0	2021	6	INV	P	2.20	033121	281968 MTR DEP REF 67753
047266	ERIN T SUMRALL	030521	70183	0	2021	6	INV	P	14.96	033121	281784 MTR DEP REF 70183
047268	SARA E ANDREWS	030521	71169	0	2021	6	INV	P	75.00	033121	281903 MTR DEP REF 71169
047269	CHELSEA AZZARELLO	030521	72178	0	2021	6	INV	P	20.96	033121	281740 MTR DEP REF 72178
047270	JESSICA HOLMAN	030521	74410	0	2021	6	INV	P	75.00	033121	281835 MTR DEP REF 74410
047271	DOMONIQUE GATLIN	030521	75779	0	2021	6	INV	P	20.96	033121	281766 MTR DEP REF 75779
047272	REBECCA MCKEEHAN	030521	77662	0	2021	6	INV	P	20.96	033121	281895 MTR DEP REF 77662
047273	VANETTA WALLEY	030521	80350	0	2021	6	INV	P	13.36	033121	281952 MTR DEP REF 80350
047274	MELANIE RENE KEELS	030521	80876	0	2021	6	INV	P	20.96	033121	281856 MTR DEP REF 80876
047275	JAZMINE SMITH	030521	80985	0	2021	6	INV	P	75.00	033121	281833 MTR DEP REF 80985
047276	SUSAN SCOTT	030521	81883	0	2021	6	INV	P	20.96	033121	281934 MTR DEP REF 81883
047277	TRIPPERLEE LLC	030521	82863	0	2021	6	INV	P	75.00	033121	281942 MTR DEP REF 82863
047278	CHARLES DANNY MILLER	030521	82719	0	2021	6	INV	P	20.96	033121	281739 MTR DEP REF 82719
047279	ELVIS ARRINGTON	030521	82805	0	2021	6	INV	P	20.96	033121	281779 MTR DEP REF 82805
047280	SHEMPER PROPERTIES	030521	82853	0	2021	6	INV	P	20.96	033121	281906 MTR DEP REF 82853
047281	BOBBY L CHAIN RESIDU	030521	82860	0	2021	6	INV	P	11.66	033121	281725 MTR DEP REF 82860
047282	TRIPPERLEE LLC	030521	82864	0	2021	6	INV	P	20.96	033121	281943 MTR DEP REF 82864
047283	HAILEY AINSWORTH	030521	83067	0	2021	6	INV	P	13.36	033121	281809 MTR DEP REF 83067

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/6 TO 2021/6											
ACCOUNT/VENDOR		INVOICE		PO	YEAR/PR TYP S			WARRANT		CHECK	DESCRIPTION
047284	SHERRY HOCUTT	030521	83091	0	2021	6	INV P	20.96	033121	281907	MTR DEP REF 83091
047285	JALIN HARRIS	030521	83122	0	2021	6	INV P	13.36	033121	281830	MTR DEP REF 83122
047286	SHOEMAKER PROPERTIES	030521	83139	0	2021	6	INV P	20.96	033121	281908	MTR DEP REF 83139
047287	BB PROPERTY & MANAGE	030521	83307	0	2021	6	INV P	20.96	033121	281723	MTR DEP REF 83307
047288	CONNER HEGWOOD	030521	83353	0	2021	6	INV P	20.96	033121	281757	MTR DEP REF 83353
047292	SUNSET APTS	031521	38435	0	2021	6	INV P	160.00	033121	281933	MTR DEP REF 38435
047293	JAMES SMITH	031521	37688	0	2021	6	INV P	160.00	033121	281831	MTR DEP REF 37688
047294	EBONY MCCREE	031521	65989	0	2021	6	INV P	13.36	033121	281773	MTR DEP REF 65989
047295	MICHAEL HICKEY	031521	77247	0	2021	6	INV P	20.96	033121	281857	MTR DEP REF 77247
047296	CINTHIA GARCIA	031521	82829	0	2021	6	INV P	37.96	033121	281747	MTR DEP REF 82829
047297	TANEASHA ANDERSON	031521	83142	0	2021	6	INV P	37.96	033121	281936	MTR DEP REF 83142
047298	ELLIOT BERTHELOT	031521	83196	0	2021	6	INV P	75.00	033121	281778	MTR DEP REF 83196
047299	PERRY AUTO SALES	061521	10312	0	2021	6	INV P	11.66	033121	281887	MTR DEP REF 10312
ACCOUNT TOTAL								1,416.16			
ORG 011000 TOTAL								1,416.16			
011660 WATER & SEWER-CUST.ACCT.DIV.											
011660 6835WT WATER RELATED REFUND											
047300	E C MALONE CORP	031821	11034	0	2021	6	INV P	7,957.94	033121	281768	OVERPAYMENT 11034
ACCOUNT TOTAL								7,957.94			
ORG 011660 TOTAL								7,957.94			
FUND 011 WATER & SEWER FUND					TOTAL:			9,374.10			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/6 TO 2021/6											
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION		
019100			POL.FORFEITURES-POLICE DIV.								
019100 535000			UNIFORMS, BADGES, ETC.								
003590	MIDSOUTH SOLUTIONS	162506	203808	2021	6	INV P	20,680.00	033121	281859	HPD SUSPENSION (SUS	
003963	PRECISION DELTA CORP	19313	221144	2021	6	INV P	4,571.50	033121	281892	AMMUNITION-HPD	
ACCOUNT TOTAL							25,251.50				
019100 559200			OTHER OPER.MATLS-D.A.R.E.								
002764	EVIDENT INC	156493B	198215	2021	6	INV P	88.20	033121	281786	CRIME SCENE SUPPLIE	
002764	EVIDENT INC	174955A	204065	2021	6	INV P	622.66	033121	281786	SUPPLIES FOR CRIME	
							710.86				
004446	TOSHIBA BUSINESS SOL	5246836	0	2021	6	INV P	262.20	033121	281941	2018-164/COPIER LEA	
ACCOUNT TOTAL							973.06				
019100 739900			OTHER EQUIPMENT								
004422	THE SOUTHERN CONNECT	17365	204064	2021	6	INV P	23,427.00	033121	281939	HPD - GLOCKS	
ACCOUNT TOTAL							23,427.00				
ORG 019100 TOTAL							49,651.56				
FUND 019 POLICE FORFEITURES FUND							TOTAL:	49,651.56			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/6 TO 2021/6													
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION		
072201					MUN.ROAD&BRIDGE-STREET DIV								
072201 721005					S. LAGOON BRIDGE REPLACEMENT								
004058	RJM	MCQUEEN	CONTRACT	2371	220081	2021	6	INV	P	8,850.00	033121	281899	FEMA EROSION REPAIR
004058	RJM	MCQUEEN	CONTRACT	2374	220098	2021	6	INV	P	8,350.00	033121	281899	FEMA EROSION REPAIR
										17,200.00			
ACCOUNT TOTAL									17,200.00				
ORG 072201						TOTAL		17,200.00					
FUND 072 MUNICIPAL ROAD & BRIDGE								TOTAL:	17,200.00				

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/6 TO 2021/6		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
073570				MASS TRANSIT-TRANSPORTATION							
073570	525000			GAS AND OIL							
004583	WARING OIL CO (GULFP	34042		221146	2021	6	INV	P	1,727.88	033121	281958 HUB CITY TRANSIT-OI
				ACCOUNT TOTAL					1,727.88		
073570	570000			MTR VEHICLE REP. PTS/SPL							
004299	SOUTHERN TIRE MART L	2520054412		220375	2021	6	INV	P	334.02	033121	281925 HUB CITY TRANSIT-RE
				ACCOUNT TOTAL					334.02		
073570	571001			REPAIR PARTS - FIXED ROUTE							
002679	DOSSETT GMC CADILLAC	61506PNR		220985	2021	6	INV	P	64.48	033121	281767 HUB CITY TRANSIT-BU
				ACCOUNT TOTAL					64.48		
073570	599000			OTHER REPAIR/MAINT. SPL.							
003825	OWENS BUSINESS MACHI	415660		220839	2021	6	INV	P	763.00	033121	281881 HUB CITY TRANSIT-SE
				ACCOUNT TOTAL					763.00		
073570	606000			TELEPHONE AND TELEGRAPH							
002160	AT&T MOBILITY	287273578351X03	0	2021	6	INV	P		178.92	033121	281718 MB2016-287/WIRELESS
002160	AT&T MOBILITY	287273861504X03	0	2021	6	INV	P		242.90	033121	281718 MB2016-287/GPS TRAC
									421.82		
				ACCOUNT TOTAL					421.82		
073570	630500			ELECTRICITY							
003700	MS POWER COMPANY	E2021-14*	0	2021	6	INV	P		2,235.76	033121	281868 MS POWER VARIOUS DE
				ACCOUNT TOTAL					2,235.76		
073570	638400			MOTOR VEHICLE EQ. R&M							
004299	SOUTHERN TIRE MART L	2520054412		220375	2021	6	INV	P	70.00	033121	281925 HUB CITY TRANSIT-RE
				ACCOUNT TOTAL					70.00		
073570	638501			BUS EQUIP R&M-FIXED ROUTE							
003814	OLD RIVER TRUCK SALE	09W2676		220121	2021	6	INV	P	728.00	033121	281879 LABOR FOR CHECK ENG
004023	RELIABLE TRANSMISSIO	SLA6178		220125	2021	6	INV	P	1,065.80	033121	281896 SERVICE CALL FOR TR
				ACCOUNT TOTAL					1,793.80		
073570	643000			UNIFORM RENT							
002471	CINTAS CORPORATION #	4077213161	0	2021	6	INV	P		138.11	033121	281742 HUB CITY TRANSIT-UN
002471	CINTAS CORPORATION #	4077826592	0	2021	6	INV	P		167.76	033121	281743 SC#8200044758 HCT-U
002471	CINTAS CORPORATION #	4078484528	0	2021	6	INV	P		130.76	033121	281743 SC#8200044758 HCT-U

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/6 TO 2021/6									
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
							436.63		
004543	VERIZON WIRELESS	9873023999	0	2021	6	INV P	142.55	033121	281953 GPS FOR PARATRA JAN
ACCOUNT TOTAL							579.18		
073570	686800	JARC-OPERATIONS							
002956	GROVE TRANSIT	JARC2/14/21-2/27/21	0	2021	6	INV P	2,903.50	033121	281803 JARC RIDES 2/14-27/
002956	GROVE TRANSIT	JARC2/28/21-3/13/21	0	2021	6	INV P	2,999.00	033121	281803 JARC RIDES 2/28-3/1
							5,902.50		
ACCOUNT TOTAL							5,902.50		
ORG 073570				TOTAL		13,892.44			
FUND 073 MASS TRANSIT FUND				TOTAL:		13,892.44			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/6 TO 2021/6														
ACCOUNT/VENDOR				INVOICE		PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION		
075695						W&S CONSTR.-CAPITAL PROJECTS								
075695 601500						ENGINEERING								
002490		CLEARWATER	CONSULTAN	12.12101	0	2021	6	INV	P	18,150.72	033121	281751 MB 2017-65 S. LAGOO		
ACCOUNT TOTAL										18,150.72				
075695 724529						EAST JERUSALEM AREA								
047045		JAY BEARDEN	CONSTRUC	EAST JERUSALEM #8	0	2021	6	INV	P	19,668.97	033121	281832 MB 2020-96 EAST JER		
ACCOUNT TOTAL										19,668.97				
ORG 075695 TOTAL										37,819.69				
FUND 075 WATER&SEWER CONSTRUCTION FUND										TOTAL:			37,819.69	

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/6 TO 2021/6		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
077650				COMMUNITY CTR-ADMIN/GENERAL							
077650	546000			MINOR EQUIPMENT							
002709	EATON, ALVIN K (PETT PC 070			0	2021	6	INV	P	27.00	033121	281771 PETTY CASH 12/20 CO
002709	EATON, ALVIN K (PETT PC 082			0	2021	6	INV	P	16.75	033121	281771 PETTY CASH 1/2021 C
									43.75		
004256	SOLAR SUPPLY INC	3438232		220736	2021	6	INV	P	33.87	033121	281915 P&R COMM CNTR A/C T
047149	SOUND CRAFT SYST	4115		220464	2021	6	INV	P	2,499.00	033121	281916 LECTERN FOR CITY HA
				ACCOUNT TOTAL					2,576.62		
077650	560500			ELECTRICAL SUPPLIES							
002709	EATON, ALVIN K (PETT PC 2/2021			0	2021	6	INV	P	25.00	033121	281772 PETTY CASH VARIOUS
				ACCOUNT TOTAL					25.00		
077650	561000			PLUMBING SUPPLIES							
002709	EATON, ALVIN K (PETT PC 080			0	2021	6	INV	P	11.70	033121	281771 PETTY CASH 1/2021 C
				ACCOUNT TOTAL					11.70		
077650	606000			TELEPHONE AND TELEGRAPH							
002160	AT&T MOBILITY	287273578351X03		0	2021	6	INV	P	61.64	033121	281718 MB2016-287/WIRELESS
				ACCOUNT TOTAL					61.64		
077650	630000			GAS							
004321	SPIRE ENERGY	G2021-3/24		0	2021	6	INV	P	657.50	033121	281928 GAS VARIOUS DEPTS 2
				ACCOUNT TOTAL					657.50		
077650	630500			ELECTRICITY							
003700	MS POWER COMPANY	E2021-3/29		0	2021	6	INV	P	2,100.44	033121	281868 MS POWER VARIOUS DE
				ACCOUNT TOTAL					2,100.44		
077650	638000			FIXED EQUIPMENT R&M							
002100	AMERICAN AIR SPECIAL 107922			0	2021	6	INV	P	240.75	033121	281713 SERVICE CALL TO CUL
				ACCOUNT TOTAL					240.75		
077650	639400			DISINFECT./EXTERMINATION							
003040	HAVARD PEST CONTROL L2021-3/29			0	2021	6	INV	P	730.00	033121	281815 QUATERLY PEST CONTR
				ACCOUNT TOTAL					730.00		
077650	639900			OTHER REPAIRS AND MAINT.							
004272	SOUTHERN FIRE & SPRI 20-28153			0	2021	6	INV	P	300.00	033121	281918 2021 ANNUAL FIRE IN

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/6 TO 2021/6									
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
			ACCOUNT	TOTAL		300.00			
		ORG 077650	TOTAL			6,703.65			
FUND 077	COMMUNITY CENTERS'	FUND	TOTAL:			6,703.65			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/6 TO 2021/6										
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
082285			CDBG-ENTITLEMENTS							
082285 602000				CONSULTANT	SERV/SURVEYS					
047305 FRYE ENVIROMENTAL		2	0	2021 6	INV	P	4,500.00	033121	281798	ENVIRONMENTAL TRAIN
ACCOUNT TOTAL							4,500.00			
ORG 082285 TOTAL							4,500.00			
FUND 082 COMMUNITY DEVELOP. BLOCK GRANT							TOTAL:	4,500.00		

YEAR/PERIOD: 2021/6 TO 2021/6		ACCOUNT/VENDOR		INVOICE		PO	YEAR/PR TYP S		WARRANT	CHECK	DESCRIPTION
086300				SPEC SALES TAX/RECREATION MAIN							
086300 729506				HBURG AMERICAN ARTS CENTER							
002901	GILKEY	ELECTRIC	SUPP	331904	203985	2021	6	INV P	817.00	033121	281799 HATTIESBURG ART CEN
ACCOUNT TOTAL									817.00		
086300 729507				TATUM TENNIS RENOVATION							
002714	ECONOMY	SUPPLY	CO	51678	221143	2021	6	INV P	25.27	033121	281774 ENG-HARDWARE PER AT
002930	GRAY BUILDERS			203815.4	203815	2021	6	INV P	1,000.00	033121	281802 REFURBISH WINDSCREE
004205	SIGNS FIRST			H-75519	220835	2021	6	INV P	434.40	033121	281911 SIGN-TATUM PARK TEN
ACCOUNT TOTAL									1,459.67		
086300 729542				DUNCAN LAKE TRAIL EXTE							
002714	ECONOMY	SUPPLY	CO	51318	221075	2021	6	INV P	26.75	033121	281774 1x4x18' PVC-DUNCAN
002714	ECONOMY	SUPPLY	CO	51678	221143	2021	6	INV P	25.27	033121	281774 ENG-HARDWARE PER AT
									52.02		
004205	SIGNS FIRST			H-75516	220834	2021	6	INV P	434.40	033121	281911 SIGN-DUNCAN LAKE TR
ACCOUNT TOTAL									486.42		
ORG 086300 TOTAL									2,763.09		
FUND 086		SPEC SALES TAX		P&R/UNIV IMPROV	TOTAL:		2,763.09				

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/6 TO 2021/6										
ACCOUNT/VENDOR		INVOICE		PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
087601				INDUSTRIAL PK-G.O.ACQUISITIONS						
087601 601500				ENGINEERING						
004197	SHOWS	DEARMAN & WAIT	21919	0	2021	6	INV P	425.00	033121	281909 FCIP-ENGINEERING SO
004197	SHOWS	DEARMAN & WAIT	21920	0	2021	6	INV P	1,050.00	033121	281910 FCIP-ENG SERVICES P
								1,475.00		
ACCOUNT TOTAL								1,475.00		
ORG 087601 TOTAL								1,475.00		
FUND 087		INDUSTRIAL PARK DEVELOPMENT				TOTAL:		1,475.00		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/6 TO 2021/6											
ACCOUNT/VENDOR		INVOICE		PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION	
088603				PUBLIC SAFETY/REC CONSTRUCTION							
088603 710022				POLICE DEPARTMENT							
002996 HANCO CORP		PSC NO. 25	0	2021	6	INV P	822,747.69	033121	281811	MB 2019-45 PUBLIC S	
ACCOUNT TOTAL							822,747.69				
ORG 088603 TOTAL							822,747.69				
FUND 088 PUBLIC SAFETY/REC CONSTRUCTION							TOTAL:	822,747.69			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/6 TO 2021/6											
ACCOUNT/VENDOR		INVOICE		PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION	
095635 2019 FIRE STATION CONSTRUCTION											
095635 715009 FIRE STATION 9											
002996	HANCO CORP	FS#9 EST#14		0	2021	6	INV P	142,052.92	033121	281811	MB 2020-32 FIRE STA
004058	RJM MCQUEEN CONTRACT	2383		0	2021	6	INV P	4,462.00	033121	281899	MB 2020-179 DRAINAG
ACCOUNT TOTAL								146,514.92			
095635 732000 HOUSEHOLD FURN/EQUIP.											
002957	GROVER BROS RESTAURA	70		220627	2021	6	INV P	628.52	033121	281804	HFD NEW FIRE STATIO
004575	WAL-MART STORES INC	PO #220629		220629	2021	6	INV P	1,122.00	033121	281956	HFD NOT TO EXCEED W
ACCOUNT TOTAL								1,750.52			
095635 735500 COMMUNICATION EQUIPMENT											
003220	JACKSON COMMUNICATIO	163174		220624	2021	6	INV P	3,209.60	033121	281829	HFD-STATION 9 COMMU
ACCOUNT TOTAL								3,209.60			
095635 744000 DUMP TRUCKS											
004293	SOUTHERN RESCUE SYST	021621		220445	2021	6	INV P	2,090.00	033121	281924	HFD-NEW TRUCK EQ-ST
004293	SOUTHERN RESCUE SYST	021921-1		220611	2021	6	INV P	430.00	033121	281924	HFD-NEW TRUCK EQ-ST
004293	SOUTHERN RESCUE SYST	021921-2		220625	2021	6	INV P	430.00	033121	281924	HFD-CHAINSAW FOR NE
								2,950.00			
ACCOUNT TOTAL								2,950.00			
ORG 095635 TOTAL								154,425.04			
FUND 095 GENERAL FUND-G/G INS.OTH SER								TOTAL:	154,425.04		

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INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/6 TO 2021/6		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
001201											STREET DIV.
001201	636099										LONG RANGE PAVING PLAN
004586	WARREN PAVING INC	202594.1	202594	2021	6	INV	P	19,168.39	033121*	281983	PAVING CHESTERFIELD
004586	WARREN PAVING INC	202599.1	202599	2021	6	INV	P	6,638.46	033121*	281983	PAVING LEEDS PLACE
004586	WARREN PAVING INC	202706.1	202706	2021	6	INV	P	7,107.63	033121*	281983	PAVING MABLE STREET
004586	WARREN PAVING INC	202708.1	202708	2021	6	INV	P	31,086.16	033121*	281983	PAVING MORNINGSIDE
004586	WARREN PAVING INC	202710.1	202710	2021	6	INV	P	4,909.27	033121*	281983	PAVING 37TH AVE (4T
004586	WARREN PAVING INC	202711.1	202711	2021	6	INV	P	20,234.98	033121*	281983	PAVING N 36TH AVE (
004586	WARREN PAVING INC	202712.1	202712	2021	6	INV	P	3,843.15	033121*	281983	PAVING N 35TH AVE (
004586	WARREN PAVING INC	202713.1	202713	2021	6	INV	P	8,046.23	033121*	281983	PAVING JUNIPER ST
004586	WARREN PAVING INC	202714.1	202714	2021	6	INV	P	11,030.87	033121*	281983	PAVING AZALEA DRIVE
004586	WARREN PAVING INC	203451.1	203451	2021	6	INV	P	51,969.36	033121*	281983	PAVING KENSINGTON D
004586	WARREN PAVING INC	203452.1	203452	2021	6	INV	P	30,738.40	033121*	281983	PAVING BELLAIR DR
004586	WARREN PAVING INC	203453.1	203453	2021	6	INV	P	17,554.11	033121*	281983	PAVING BELLMONT DRI
								212,327.01			
								ACCOUNT TOTAL	212,327.01		
								ORG 001201 TOTAL	212,327.01		
001203											ENGR/PUBLIC SER
001203	601500										ENGINEERING
003764	NEEL-SCHAFFER INC	1070402	0	2021	6	INV	P	4,583.33	033121*	281977	MB 2017-486 MS 4 PR
004197	SHOWS DEARMAN & WAIT	21892	0	2021	6	INV	P	14,313.69	033121*	281980	MB 2020-283 CAMPBEL
								ACCOUNT TOTAL	18,897.02		
001203	641000										OFFICE EQUIPMENT RENT
004057	RJ YOUNG COMPANY	INV4140817	0	2021	6	INV	P	329.54	033121*	281978	MB 2019-60 COPIER L
								ACCOUNT TOTAL	329.54		
								ORG 001203 TOTAL	19,226.56		
001206											DRAINAGE DIV.
001206	729500										OTHER IMPROVEMENTS
003764	NEEL-SCHAFFER INC	1070374	0	2021	6	INV	P	4,027.47	033121*	281977	MB 2011-4/307 HARDY
								ACCOUNT TOTAL	4,027.47		
								ORG 001206 TOTAL	4,027.47		
001402											ECONOMIC DEV.
001402	7150MT										MATERIALS TESTING
004557	W GEOTECHNICAL AND T	4680	0	2021	6	INV	P	605.00	033121*	281981	MB 2019-99 HBG PUBL
								ACCOUNT TOTAL	605.00		
								ORG 001402 TOTAL	605.00		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/6 TO 2021/6									
ACCOUNT/VENDOR		INVOICE		PO	YEAR/PR TYP S		WARRANT	CHECK	DESCRIPTION
FUND 001		REVENUES		TOTAL:		236,186.04			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/6 TO 2021/6											
ACCOUNT/VENDOR		INVOICE		PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION	
002300				PKS/REC-RECREATION MAINT. DIV.							
002300 699900				SERVICES NOT SPECIFIED							
004058	RJM MCQUEEN	CONTRACT	WAYFINDING #1	202072	2021	6	INV P	70,447.32	033121*	281979	DOWNTOWN WAYFINDING
ACCOUNT TOTAL								70,447.32			
ORG 002300					TOTAL			70,447.32			
FUND 002 PARKS & RECREATION FUND					TOTAL:			70,447.32			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/6 TO 2021/6											
ACCOUNT/VENDOR				INVOICE		PO	YEAR/PR TYP S		WARRANT	CHECK	DESCRIPTION
039551				AIRPORT IMPR.-AIRPORT DIV							
039551 729502				AIRPORT IMP-FAA							
002843 FORD ENGINEERING SER 210205C				0	2021 6 INV P		13,709.36	033121*	281974 MB	2021-31 AIRPORT	
ACCOUNT TOTAL							13,709.36				
ORG 039551 TOTAL							13,709.36				
FUND 039 AIRPORT IMPROVEMENT FUND							TOTAL:	13,709.36			

YEAR/PERIOD: 2021/6 TO 2021/6		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
072201					MUN.ROAD&BRIDGE-STREET DIV							
072201	601500					ENGINEERING						
003764	NEEL-SCHAFFER INC	1070376		0	2021	6	INV	P	393.76	033121*	281977 MB 2009-6/113 FOURT	
ACCOUNT TOTAL									393.76			
072201	636000				STREETS & STRUCTURES R&M							
004586	WARREN PAVING INC	220100.2		0	2021	6	INV	P	13,938.92	033121*	281983 MB 2020-179 BALANCE	
004586	WARREN PAVING INC	220102.1		220102	2021	6	INV	P	38,277.11	033121*	281983 PAVING WOODLAND HIL	
004586	WARREN PAVING INC	220104.1		220104	2021	6	INV	P	23,401.40	033121*	281983 PAVING WOODBINE LAN	
									75,617.43			
ACCOUNT TOTAL									75,617.43			
072201	721005				S. LAGOON BRIDGE REPLACEMENT							
004579	WALTERS CONSTRUCTION	3318		204282	2021	6	INV	P	35,450.00	033121*	281982 FEMA CULVERT REP -	
ACCOUNT TOTAL									35,450.00			
072201	723082				38TH AVE IMPR/BP FUNDS							
003764	NEEL-SCHAFFER INC	1069689		0	2021	6	INV	P	4,181.99	033121*	281977 MB 2019-26 38TH AVE	
003764	NEEL-SCHAFFER INC	1070371		0	2021	6	INV	P	2,872.84	033121*	281977 MB 2019-26 38TH AVE	
									7,054.83			
ACCOUNT TOTAL									7,054.83			
ORG 072201 TOTAL									118,516.02			
FUND 072 MUNICIPAL ROAD & BRIDGE									TOTAL:	118,516.02		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/6 TO 2021/6																	
ACCOUNT/VENDOR				INVOICE		PO		YEAR/PR TYP S				WARRANT		CHECK		DESCRIPTION	
075695				W&S CONSTR.-CAPITAL PROJECTS													
075695 723001				W&S-PAVING													
004586		WARREN PAVING INC		203003.1		203003		2021 6		INV P		41,058.53		033121*		281983 PAVING SHADOWWOOD D	
004586		WARREN PAVING INC		203008.1		203008		2021 6		INV P		14,270.68		033121*		281983 PAVING HUCKLEBERRY	
												55,329.21					
ACCOUNT TOTAL										55,329.21							
ORG 075695 TOTAL										55,329.21							
FUND 075 WATER&SEWER CONSTRUCTION FUND																	
TOTAL:										55,329.21							

YEAR/PERIOD: 2021/6 TO 2021/6		ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
086300											
086300	729504										
003764	NEEL-SCHAFFER INC	1070367		0	2021	6	INV P		432.54	033121*	281977 MB 2011-4/307 SULLI
									432.54		
086300	729506										
002716	EDDIE PEARSON ROOFIN	1239		0	2021	6	INV P		2,035.00	033121*	281973 EMERGENCY REPAIR HB
									2,035.00		
086300	729508										
002085	ALLEN ENGINEERING AN	00210096		0	2021	6	INV P		4,620.00	033121*	281972 NEPA ENVIRONMENTAL
									4,620.00		
086300	729513										
003764	NEEL-SCHAFFER INC	1070398		0	2021	6	INV P		1,799.04	033121*	281977 MB2011-4/307 ALCORN
									1,799.04		
086300	729544										
003764	NEEL-SCHAFFER INC	1070377		0	2021	6	INV P		9,262.60	033121*	281977 MB 2011-4/307 TATUM
									9,262.60		
									18,149.18		
FUND 086	SPEC SALES TAX P&R/UNIV IMPROV				TOTAL:				18,149.18		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/6 TO 2021/6		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
088603											PUBLIC SAFETY/REC CONSTRUCTION
088603	710022										POLICE DEPARTMENT
	002077	ALBERT & MCCLESKEY A 50			0	2021	6	INV P	24,402.97	033121*	281971 MB 2018-295 HBG PUB
	003381	LANDARC CONSULTING G 06-1917			0	2021	6	INV P	9,122.50	033121*	281975 PUBLIC SAFETY COMPL
									ACCOUNT TOTAL		33,525.47
088603	729501										HALL AVENUE OVERPASS
	003764	NEEL-SCHAFFER INC 1070403			0	2021	6	INV P	1,200.00	033121*	281977 MB 2020-171 CRISI G
	004632	WHEELER, GREG MCKORKLE CA#20-1047			0	2021	6	INV P	1,000.00	033121*	281984 HALL AVE OVERPASS E
	004694	ZAC FAIRLEY APPRAISA 1040			0	2021	6	INV P	5,600.00	033121*	281985 DYNAMIC MESSAGE SIG
									ACCOUNT TOTAL		7,800.00
									ORG 088603 TOTAL		41,325.47
FUND 088 PUBLIC SAFETY/REC CONSTRUCTION									TOTAL:		41,325.47

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/6 TO 2021/6													
ACCOUNT/VENDOR		INVOICE				PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION	
095635						2019 FIRE STATION CONSTRUCTION							
095635 715009						FIRE STATION 9							
003385	LANDRY	LEWIS	GERMANY	CN	18-3707-020	0	2021	6	INV	P	1,704.63	033121*	281976 MB 2018-276 FIRE ST
ACCOUNT TOTAL										1,704.63			
ORG 095635 TOTAL										1,704.63			
FUND 095 GENERAL FUND-G/G INS.OTH SER										TOTAL:		1,704.63	

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FUND FROM		DUE TO	DUE
001	General Fund		
002	PARKS & RECREATION FUND		1,967,863.76
009	WATER & SEWER OPERATION/MAINT.		127,956.89
011	WATER & SEWER FUND		502,665.08
019	POLICE FORFEITURES FUND		9,374.10
039	AIRPORT IMPOVEMENT FUND		49,651.56
072	MUNICIPAL ROAD & BRIDGE		13,709.36
073	MASS TRANSIT FUND		135,716.02
075	WATER&SEWER CONSTRUCTION FUND		13,892.44
077	COMMUNITY CENTERS' FUND		93,148.90
082	COMMUNITY DEVELOP. BLOCK GRANT		6,703.65
086	SPEC SALES TAX-P&R/UNIV IMPROV		4,500.00
087	INDUSTRIAL PARK DEVELOPMENT		20,912.27
088	PUBLIC SAFETY/REC CONSTRUCTION		1,475.00
095	2019 FIRE STATION CONSTRUCTION		864,073.16
801	CLAIMS FUND		156,129.67
		3,967,771.86	
	TOTAL	3,967,771.86	3,967,771.86