



**Tuesday, October 19, 2021
5:00 PM**

**City Council
Tuesday Meeting Agenda**

**Council Chambers
200 Forrest Street**

Call to Order

Call to Prayer and Pledge of Allegiance

Presentation Agenda

POLICY AGENDA

1. **2021-1251** Approve the minutes for the October 4 & 5, 2021 meetings of the City Council.
2. **2021-1227** Adopt an Ordinance for the petition filed by Pastor Janette L. Furry, Applicant, as required in the LDC, to close and vacate a portion of an unimproved alley, which is located north of East Hardy Street, south of Jersey Street, east of North Tipton Street, and to the west of Oak Street (Ward 2). The Planning Commission recommended to Approve on October 6, 2021.
3. **2021-1232** Approve or Deny a petition filed by Brad Lauth, Agent, and Wilmer Joseph Morris III & Bettye P. Morris, Owner, and Martha Jo Howell Land Company, LLC, Owner, as required in the LDC to request a variance of one hundred ten (110) feet along US Highway 98 for a proposed building to be located at 6365 US Highway 98 (Ward 3).The Board of Adjustment recommended to Approve on October 6, 2021.
4. **2021-1231** Approve or Deny a petition filed by Daniel Jussely and Rob Tatum, Representatives, and Hub City Lofts 2, LLC, Owner, to request a Conditional Use as “Multi--Family” in B--4 (Downtown Business) District as defined by the LDC for a certain property located at 215 Forrest Street (Ward 4). The Planning Commission recommended to Approve on October 6, 2021.
5. **2021-1223** Adopt Resolutions adjudicating and directing the placement as an assessment for the cleanup costs and applicable penalties, not to exceed the values prescribed by State law, against the following properties.
6. **2021-1219** Adopt a Resolution setting Public Hearing on Monday, November 15, 2021 at 4:00 p.m. in the City Council Chambers at City Hall to determine if certain properties are

in such a state of uncleanness so as to be a menace to the health and safety of the community, according to the provision of MS Code 1972, Section 21-19-11.

- 7. 2021-1222** Adopt Resolution adopting the 2021 Forrest and Lamar County Real and Personal Property Assessment Rolls containing property located within the City of Hattiesburg, in accordance with Section 21-33-9c of the MS Code of 1972.
- 8. 2021-1226** Approve an Agreement between the Hattiesburg Police Department and the Mississippi Attorney General's Office to enforce laws regarding Internet Crimes Against Children and authorize the Mayor to execute the same.
- 9. 2021-1220** Approve the State Holiday Schedule as the City's holidays for the fiscal year 2021-2022 in accordance with MS Code 3-3-7, per attached list.
- 10. 2021-1237** Approve the allocated 2021 HUD-American Rescue Plan (ARP) Grant and authorize the Mayor to execute in duplicate.
- 11. 2021-1259** Approve annual subscriptions from Cummins for diesel mechanic software for the Fire Department, in the amount of \$1,572.90.
- 12. 2021-1261** Approve Agreement between the City of Hattiesburg Parks and Recreation Department and the Hattiesburg Youth Soccer Association, in an amount of \$20,000 to develop and promote soccer programs for Hattiesburg residents, for the term of October 1, 2021 through September 30, 2022 and authorize the Mayor to execute and issue manual check for same.
- 13. 2021-1269** Approve Agreement between City of Hattiesburg Parks and Recreation Department and South Mississippi Art Association to operate and promote ceramics, pottery, and other art programs for Hattiesburg residents in the amount of \$13,000.00 from October 1, 2021, through September 30, 2024; authorize the Mayor to execute and issue manual check for same.
- 14. 2021-1270** Approve Agreement between the City of Hattiesburg Parks and Recreation Department and Hattiesburg Arts Council in the amount of \$20,760.00 to provide art for children programs and art and cultural opportunities for adults, seniors, and persons with disabilities for Hattiesburg residents, for the operating period of October 1, 2021 through September 30, 2022 and authorize the Mayor to execute in duplicate and issue manual check for same
- 15. 2021-1218** Approve Lighting Agreement with Mississippi Power Company for additional lighting at 1305 McInnis Street with a monthly increase of \$23.35, and authorize the Mayor to execute the same.
- 16. 2021-1238** Approve Lighting Agreement with Mississippi Power Company for additional lighting at 704 New Orleans Street (intersection of E 7th and New Orleans Streets) with a monthly increase of \$8.43, and authorize the Mayor to execute the same.

- 17. 2021-1224** Approve Lighting Agreement with Mississippi Power Company to remove and replace lighting on W 4th and W 7th Streets from Highway 49 E with a monthly decrease in cost of \$88.50, and authorize the Mayor to execute the same.
- 18. 2021-1235** Acknowledge bids received September 30, 2021 for the Paving, Marking & Pedestrian Pathway along Arledge Street, Edwards Street, & Katie Avenue project (aka Police Parking Lot Project) and accept the bid from R & J Construction, Inc. in the amount of \$1,117,479.30; Authorize Mayor to execute contracts upon preparation.
- 19. 2021-1236** Authorize Administration to apply for ARPA Grant for Covid relief for the Bobby L. Chain Municipal Airport; Authorize Mayor to execute application and all necessary forms related to the grant.
- 20. 2021-1250** Authorize Administration to apply to the U.S. Department of Transportation-Federal Aviation Administration for a grant for construction of Taxiway A Realignment, Improvements & Signage for the Bobby L. Chain Municipal Airport; Authorize Mayor to execute application documents and all other documents related to the grant.
- 21. 2021-1272** Authorize the Mayor and City Clerk to execute certification to the Municipal Compliance Questionnaire for fiscal year ending September 30, 2021.

ROUTINE AGENDA

- 1. 2021-1225** Acknowledge receipt of Privilege Tax License monthly report September 2021.
- 2. 2021-1260** Acknowledge Proof of Publications for Hub City Spokes for the month of September 2021.
- 3. 2021-1257** Acknowledge receipt of Report of Solid Waste Revenues & Expenditures for fiscal year ending September 30, 2021 and authorize publication of same.
- 4. 2021-1268** Acknowledge receipt of FY 2020-2021 Expenditure Report from South Mississippi Art Association. (Ceramics and Pottery Program).
- 5. 2021-1271** Acknowledge receipt of FY 2021 Expenditure Report from Hattiesburg Arts Council Municipal Programs.
- 6. 2021-1262** Acknowledge receipt of FY 2021 Expenditure Report from Hattiesburg Youth Soccer Association for HYSA Soccer Program.
- 7. 2021-1258** Approve and authorize issuance of manual checks for CDBG Program Claims per attached Memorandum. {Entitlement CDBG}
- 8. 2021-1233** Approve Plans and Specifications for the Water Plant #1 Rehabilitation Phase 1 project and authorize advertisement for bids.

- 9. 2021-1234** Approve Plans and Specifications for the Elaine Circle Retaining Wall Repair project and authorize advertisement for bids.
- 10. 2021-1266** Approve publication of Notice re-scheduling a Public Hearing to hear public comment on the Motor Vehicle Assessment Schedule for the City of Hattiesburg for the Fiscal Year beginning October 1,2021 and ending September 30, 2022.
- 11. 2021-1221** Approve the sale of grave spaces, per Memo's, Receipts, and Deeds.
- 12. 2021-1267** Approve claims docket for the period ending October 15,2021.

In Memoriam:

- Mr. Dex Johnson
- Mrs. Susan Donohue

Meeting Adjourn



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Ronda Cole, Clerk of Council

cc:

Date: Tuesday, October 19, 2021

Re: Approve the minutes for the October 4 & 5, 2021 meetings of the City Council.
File Number: 2021-1251
Minute Book #

Summary

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

Recommendation Statement

I recommend approval of the minutes.

Please place this on the October 19, 2021 City Council meeting for consideration.

Published Agenda



**Tuesday, October 5, 2021
5:00 PM**

**City Council
Tuesday Meeting Agenda**

**Council Chambers
200 Forrest Street**

Call to Order

Call to Prayer and Pledge of Allegiance

Presentation Agenda

Agenda Adjustments

- **Add Policy Item #6 at the request of the Administration.**

6. **2021-1217** Authorize City Attorney to execute any and all documents necessary to the effectuation of the Resolution of Forrest County Court Case No. H20-0019. Council.

POLICY AGENDA

1. **2021-1211** Approve the minutes for the September 20 & 21, 2021 meetings of the City Council.
2. **2021-1207** Adopt a Resolution authorizing Requisition No. 85 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.
3. **2021-1206** Adopt a Resolution authorizing application to the Economic Development Administration (EDA) for the Travel, Tourism, and Outdoor Recreation Grant Program, and approve local required match support for the same.
4. **2021-1209** Approve Memorandum of Understanding with Mississippi State Fire Academy (MSFA) and the Hattiesburg Fire Department to administer the Driver/Operator NFPA 1002: Pumper Field Course and authorize the Mayor to execute the same.
5. **2021-1202** Acknowledge receipt of Construction and Maintenance Easement for a portion of Lots 2 and 3 of the Elaine Subdivision (105 Elaine Circle) and more fully described in the attached deed.

ROUTINE AGENDA

1. **2021-1215** Ratification of an executed maintenance agreement between the City of Hattiesburg and Kronos, for the time keeping portal.
2. **2021-1205** Acknowledge receipt of the two-quote docket for the period of August 30, 2021 through September 26, 2021 as provided for in 31-7-13(b) of the Mississippi Code of 1972.
3. **2021-1213** Acknowledge receipt of the FY2020 audit from the Hattiesburg Tourism Commission.
4. **2021-1212** Authorize publication of Notice of Public Hearing for 2021 Action Plan.
5. **2021-1208** Approve and authorize issuance of manual checks for CDBG Program Claims per attached Memorandum. {Entitlement CDBG}
6. **2021-1203** Approve Specifications and Authorize Advertisement for Bids for Police Lockers and Day Lockers for the Public Safety Complex.
7. **2021-1204** Approve Specifications and Authorize Advertisement for Bids for Response NEXTGen Police Dispatch Consoles for the Public Safety Complex.
8. **2021-1201** Approve the sale of grave spaces, per attached Memo's, Receipts, and Deeds.
9. **2021-1214** Approve claims docket for the period ending September 30, 2021.

In Memoriam:

- Mr. Douglas Turner
- Mr. Gabriel Jackson

- Ms. Dorothy Ricks
- Mrs. Johnnie Marie Smith
- Mr. Harry Turner, Jr.
- Mr. Dex Johnson

Meeting Recess

Call to Order

BE IT REMEMBERED that the **regular meeting of the Hattiesburg City Council was held at 5:00 p.m. Tuesday, October 5, 2021**, in Council Chambers at City Hall; same being a recessed meeting from October 4, 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; Dave Ware, Ward 4; and Nicholas Brown, Ward 5. Others in attendance included Director of Administration/City Clerk, Kermas Eaton; City Attorney, Randy Pope; Clerk of Council, Ronda S. Cole; Deputy Clerk of Council, Lisa Luu; City staff members; media; and the public.

Council President Carroll Called the meeting to order.

Call to Prayer and Pledge of Allegiance

The prayer was given by Kermas Eaton.

The Pledge of Allegiance was led by Council President Carroll.

Presentation Agenda

The PRESENTATION AGENDA came before the Council.

There were no presentations at this time.

Agenda Adjustments

A MOTION was made by Council Vice President George and seconded by Council Member Delgado to add Policy Agenda Item #6 at the request of the as follows:

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

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

Nays: 0

6. **2021-1217** Authorize City Attorney to execute any and all documents necessary to the effectuation of the resolution of Forrest County Circuit Court Case No. H20-0019.

POLICY AGENDA

The POLICY AGENDA came before the Council.

1. **2021-1211** Approve the minutes for the September 20 & 21, 2021 meetings of the City Council.

Attachments: 9-20-2021 Unsafe PH, AR Mins.
 9-21-2021 Mins.

A MOTION was made by Council Vice President George and seconded by Council Member Delgado to Approve the minutes for the September 20 & 21, 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, Ware and Brown

Nays: 0

- 2. 2021-1207** Adopt a Resolution authorizing Requisition No. 85 from the Project Fund Construction Account in connection with a certain loan agreement dated August 18, 2016, by and between the Mississippi Development Bank and the City of Hattiesburg.

Attachments: 2016 Bond Resolution No. 85
Project Resolution Requisition 2016 Bonds No. 85

A MOTION was made by Council Vice President George and seconded by Council Member Brown to Adopt a Resolution (#2021-107) authorizing Requisition No. 85 from the Project Fund Construction Account in connection with a certain loan agreement dated August 18, 2016, by and between the Mississippi Development Bank and the City of Hattiesburg.

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

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

Nays: 0

- 3. 2021-1206** Adopt a Resolution authorizing application to the Economic Development Administration (EDA) for the Travel, Tourism, and Outdoor Recreation Grant Program, and approve local required match support for the same.

Attachments: Resolution-EDA Grant 2021

A MOTION was made by Council Vice President George and seconded by Council Member Delgado to Adopt a Resolution (#2021-108) authorizing application to the Economic Development Administration (EDA) for the Travel, Tourism, and Outdoor Recreation Grant Program, and approve local required match support for the same.

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

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

Nays: 0

- 4. 2021-1209** Approve Memorandum of Understanding with Mississippi State Fire Academy (MSFA) and the Hattiesburg Fire Department to administer the Driver/Operator NFPA 1002: Pumper Field Course and authorize the Mayor to execute the same.

Attachments: Hattiesburg Driver Op Field Oct 2021

A MOTION was made by Council Vice President George and seconded by Council Member Brown to Approve Memorandum of Understanding with Mississippi State Fire Academy (MSFA) and the Hattiesburg Fire Department to administer the Driver/Operator NFPA 1002: Pumper Field Course 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, Ware and Brown

Nays: 0

5. **2021-1202** Acknowledge receipt of Construction and Maintenance Easement for a portion of Lots 2 and 3 of the Elaine Subdivision (105 Elaine Circle) and more fully described in the attached deed.

Attachments: 105 Elaine Circle

A MOTION was made by Council Vice President George and seconded by Council Member Delgado to Acknowledge receipt of Construction and Maintenance Easement for a portion of Lots 2 and 3 of the Elaine Subdivision (105 Elaine Circle) and more fully described in the attached deed.

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

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

 Nays: 0

6. **2021-1217** Authorize City Attorney to execute any and all documents necessary to the effectuation of the resolution of Forrest County Circuit Court Case No. H20-0019.

Attachments: Council Resolution authorizing Pope Signature for Release

A MOTION was made by Council Vice President George and seconded by Council Member Brown to Authorize City Attorney to execute any and all documents necessary to the effectuation of the resolution of Forrest County Circuit Court Case No. H20-0019.

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

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

 Nays: 0

ROUTINE AGENDA

THE ROUTINE AGENDA came before the Council.

A MOTION was made by Council Vice President George and seconded by Council Member Delgado 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, Ware and Brown

 Nays: 0

1. **2021-1215** Ratification of an executed maintenance agreement between the City of Hattiesburg and Kronos, for the time keeping portal.

Attachments: Kronos Q-75866

2. **2021-1205** Acknowledge receipt of the two-quote docket for the period of August 30, 2021 through September 26, 2021 as provided for in 31-7-13(b) of the Mississippi Code of 1972.

Attachments: 20210927103055

3. **2021-1213** Acknowledge receipt of the FY2020 audit from the Hattiesburg Tourism Commission.

4. **2021-1212** Authorize publication of Notice of Public Hearing for 2021 Action Plan.

Attachments: NOTICE OF PUBLIC HEARING 2021 Action Plan_102021

5. **2021-1208** Approve and authorize issuance of manual checks for CDBG Program Claims per attached Memorandum. {Entitlement CDBG}

Attachments: Manual Check Memo 10052021

6.

2021-1203

Approve Specifications and Authorize Advertisement for Bids for Police Lockers and Day Lockers for the Public Safety Complex.

Attachments: Lockers
2016-12-30 HPSC Police + Court Drawings (Vol 1) 100% 105 (003)
NTB - Police Lockers
7.

2021-1204

Approve Specifications and Authorize Advertisement for Bids for Response NEXTGen Police Dispatch Consoles for the Public Safety Complex.

Attachments: Response NEXTGen Specification RNG 2020 v1.5
Response-Next-Gen-Brochure-02-2019-V1-LR
Hattiesburg Test fit Concepts 9-01-21-Plan 3 R2 (4)
NTB - Police Dispatch Consoles
8.

2021-1201

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

Attachments: Memo's (10-05-2021)
Receipts (10-05-2021)
Deeds (10-05-2021)
9.

2021-1214

Approve claims docket for the period ending September 30, 2021.

Attachments: DT 093021

In Memoriam:

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

- Mr. Douglas Turner
- Mr. Gabriel Jackson
- Ms. Dorothy Ricks
- Mrs. Johnnie Marie Smith
- Mr. Harry Turner, Jr.
- Mr. Dex Johnson

Meeting Adjourn

Council President Carroll declared the **meeting recessed at 5:09 p.m., this 5th day of October, 2021**, by unanimous consent, until the 15th day of October, 2021.

ATTEST:

APPROVE:

Clerk of Council

Council President

ATTEST AND CERTIFY:

APPROVE:

City Clerk

Mayor

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Published Agenda



Monday, October 4, 2021	City Council	Council Chambers
4:00 PM	Monday Meeting Agenda	200 Forrest Street

- Call to Order**
- Agenda Review**
- Citizens' Forum**
- Work Session**

- 1. **2021-1216** Tourism Update - presented by Hattiesburg Tourism Commission.

Meeting Recess

Call to Order

BE IT REMEMBERED that the **Agenda Review meeting of the Hattiesburg City Council was held at 4:00 p.m. Monday, October 4, 2021**, in Council Chambers at City Hall; same being an adjourned meeting from September 21, 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; Dave Ware, Ward 4; and Nicholas Brown, Ward 5. Others in attendance included Director of Administration/City Clerk, Kermas Eaton; City Attorney, Randy Pope; Clerk of Council, Ronda S. Cole; Deputy Clerk of Council, Lisa Luu; City staff members; media; and the public.

Council President Carroll Called the meeting to order.

Agenda Review

Council President Carroll proceeded with the Agenda Review.

Marlo Dorsey, Executive Director of Hattiesburg Tourism Commission, provided an overview of the the Hattiesburg Tourism Commission audit for fiscal year 2020.

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

Citizens' Forum

Council Vice President George proceeded with the Citizens' Forum.

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

The following citizens addressed the Council:

- Elaine Lockett, 705 Highland Ave.
- Emily Dawn Escolas, 423 Trussel Road, Petal

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

Council Vice President George closed the Citizen Forum.

Work Session

Council President Carroll proceeded with the Work Session, which included:

1. **2021-1216** Tourism Update - presented by Hattiesburg Tourism Commission.

Executive Session

A MOTION was made by Council Vice President George for the Council to enter closed session to determine the need to enter Executive Session at 4:36 p.m.

Council President Carroll asked for the Chambers to be cleared at this time.

A MOTION was made by Council Vice President George and seconded by Council Member Ware to enter Executive Session to discuss pending litigation involving Precision Construction, in accordance with Mississippi Code Section 25-41-7 (b) at 4:37 p.m.

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

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

Nays: 0

The City Attorney stepped out into the hall and announced that the Council has gone into Executive Session to discuss pending litigation involving Precision Construction.

Those present for the Executive Session were Mayor Toby Barker; Council members Jeffrey George, Deborah Delgado, Carter Carroll, Dave Ware and Nicholas Brown; Director of Administration/City Clerk, Kermas Eaton; City Attorney, Randy Pope; Chief Administrative Officer, Ann Jones; City Engineer, Lamar Rutland; Officer Ross Kinsey; Chief Communications Officer, Samantha McCain; Clerk of Council, Ronda Cole; Deputy Clerk of Council, Lisa Luu Jolly.

A MOTION was made by Council Member Ware and seconded by Council Vice President George exit Executive Session and re-open the meeting to the public at 4:43 pm.

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

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

Nays: 0

Council President Carroll stated to the public that there was no action taken during Executive Session.

Meeting Recess

Council President Carroll declared the **meeting recessed at 4:44 p.m., this 4th day of October, 2021**, by unanimous consent, until the 5th day of October, 2021.

ATTEST:

APPROVE:

Clerk of Council

Council President

ATTEST AND CERTIFY:

APPROVE:

City Clerk

Mayor



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director

cc:

Date: Tuesday, October 19, 2021

Re: Adopt an Ordinance for the petition filed by Pastor Janette L. Furry, Applicant, as required in the LDC, to close and vacate a portion of an unimproved alley, which is located north of East Hardy Street, south of Jersey Street, east of North Tipton Street, and to the west of Oak Street (Ward 2). The Planning Commission recommended to Approve on October 6, 2021.
File Number: 2021-1227
Minute Book #

Summary

Adopt an Ordinance to close and vacate an alley located north of E Hardy

Recommendation Statement

Please place this on the October 19, 2021 City Council meeting for consideration.

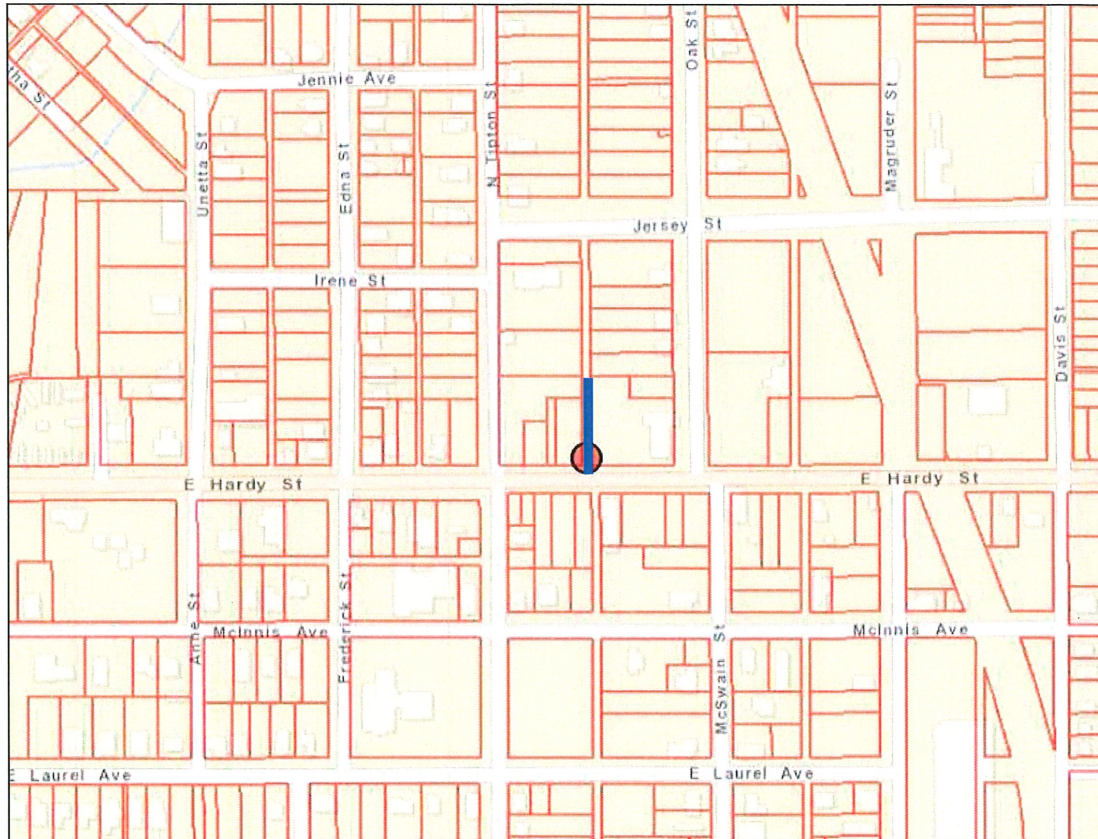
SUBJECT PARCEL:
1208 E Hardy Street

Pastor Janette L. Furry, Applicant

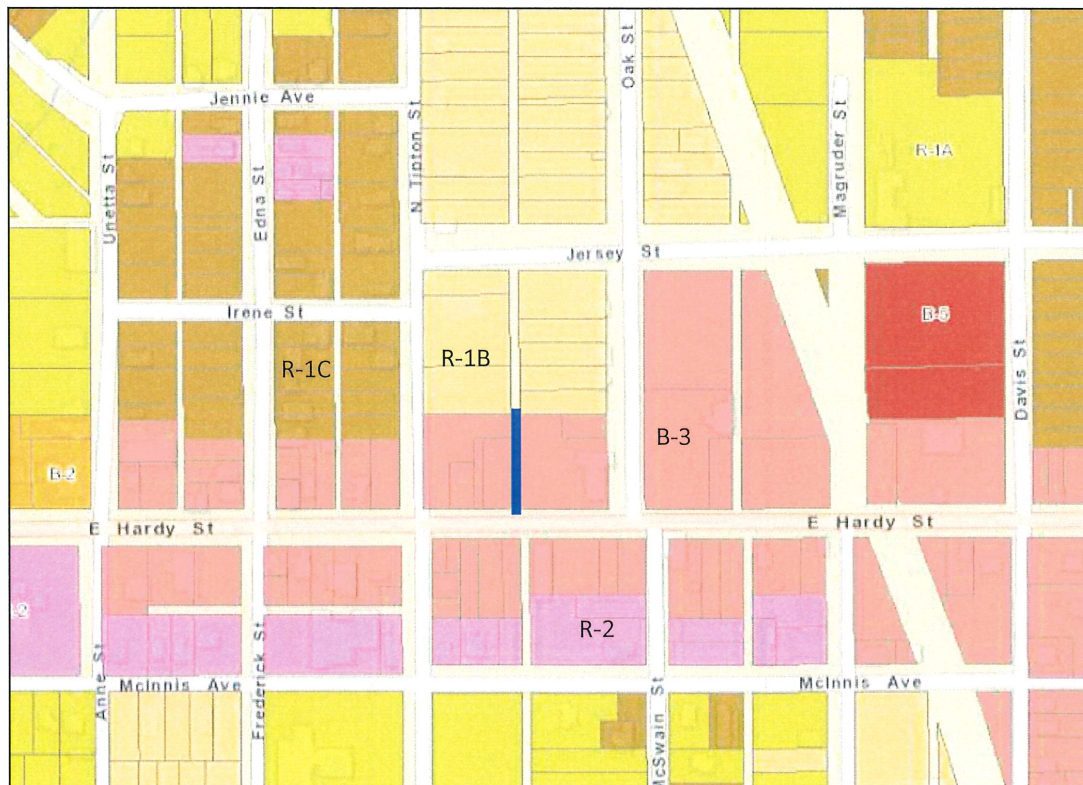
The petitioner requests to close and vacate a portion of an unimproved alley, which is located north of East Hardy Street, south of Jersey Street, east of North Tipton Street, and to the west of Oak Street (between Parcels 2-030L-11-111.00, 2-030L-11-110.00, 2-030L-11-105.00; PPINs 20271, 20260, 20258; Ward 2).



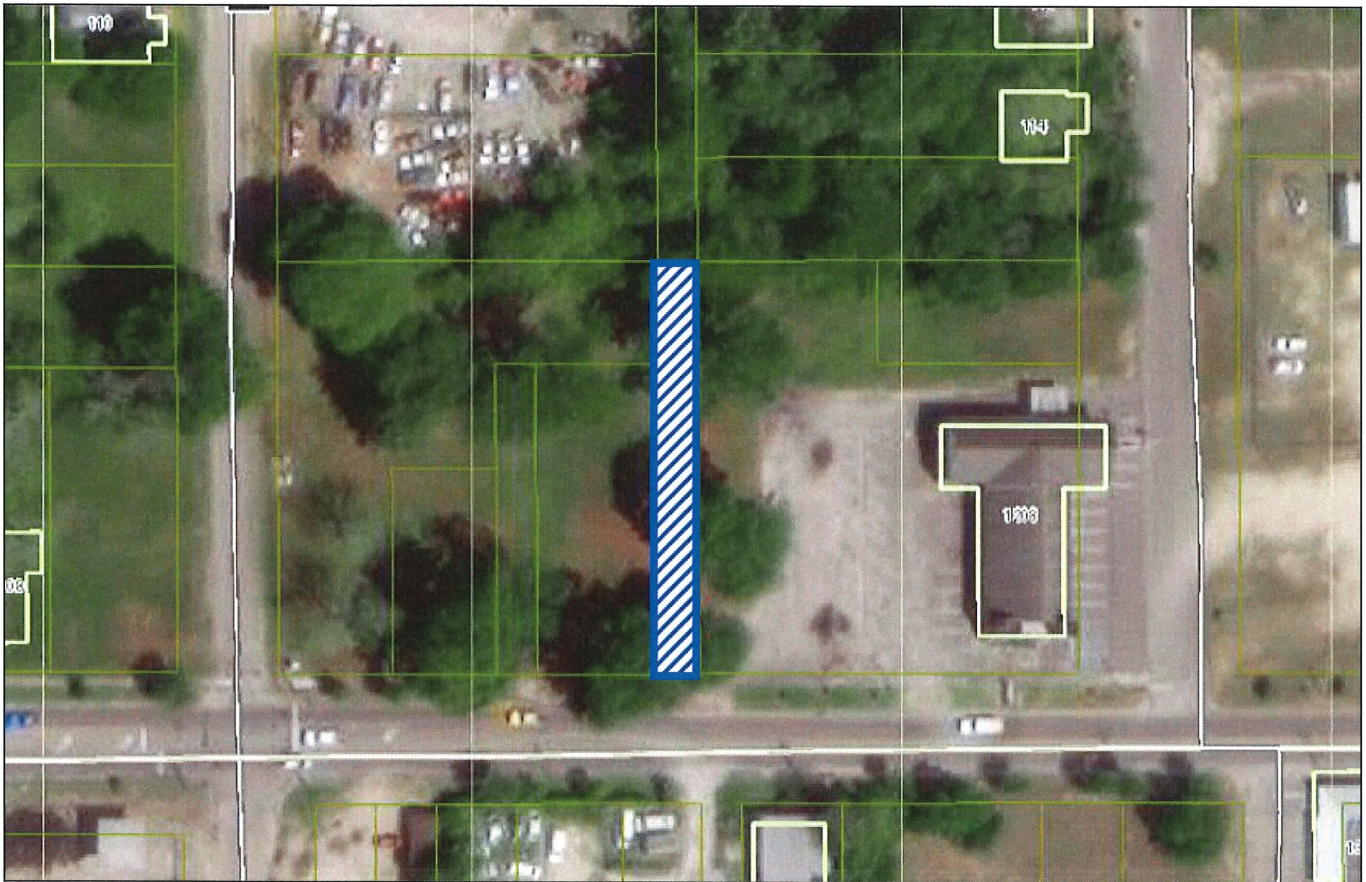
Vicinity Map—Ward 2



Zoning—Right-of-Way

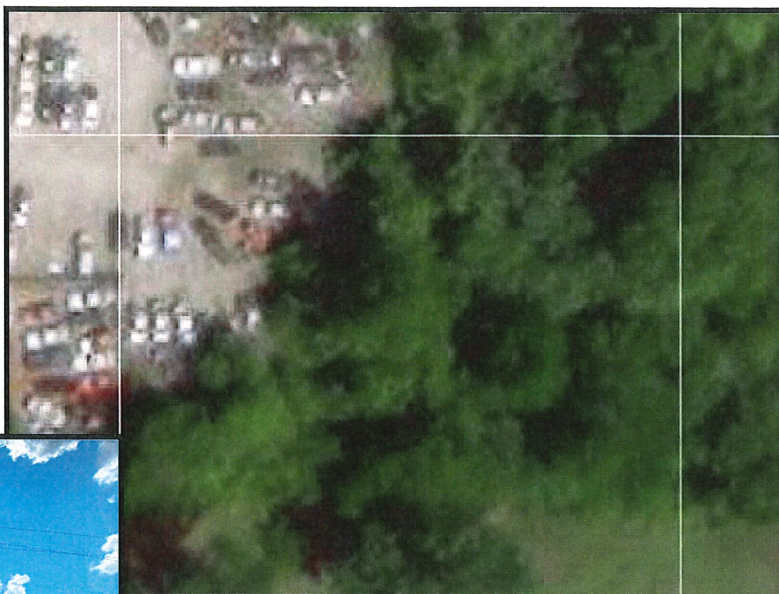


Site Aerial



SURROUNDING AREA

Northern Direction: R-1B(Single Family Residential) District/ Tow yard/Undeveloped



Southern Direction: B-3 (Commercial Business) District/ Commercial Use



Eastern Direction: B-3 (Commercial Business) District/ Church

Western Direction: B-3 (Commercial Business) District/ Undeveloped





**Planning Commission
Case Fact Sheet**

Name of Petitioner: Pastor Janette L. Furry, Applicant

Address of Property:	Tax Parcel	PPIN:	Ward:
1208 E Hardy Street	2-030L-11-111.00	20271	2

Request: **Alley Closure**

Purpose of Request: To consider an application to close and vacate a portion of an unimproved alley, which is located north of East Hardy Street, south of Jersey Street, east of North Tipton Street, and to the west of Oak Street (between Parcels 2-030L-11-111.00, 2-030L-11-110.00, 2-030L-11-105.00; PPINs 20271, 20260, 20258; Ward 2).

Applicant Summary: See Attached

Applicable Regulations:

SECTION 12.2 **Categories of Development Approvals**
Legislative Development Approvals – Street closings

Present Zoning: Public Right of Way

Present Use: Undeveloped

Surrounding Zoning and Land Use:
North: R-1B (Single Family) District / Tow yard
South: B-3 (Community Business) District / Commercial
East: B-3 (Community Business) District / Church
West: B-3 (Community Business) District / Undeveloped

Most Nearly Bounded By (streets): This location is most nearly bounded by Oak Street to the east, Jersey Street to the north, E Hardy Street to the south, and N Tipton Street to the west. It is accessible by E Hardy Street.

**Letters or
Concerns stated:**

The Planning Division Office has not received any letters or other written communications relative to this case, as of September 22, 2021.

Approvals from utilities are on file.

History / Background:

The petitioner met with Staff in Pre-Application to discuss the vacation of a portion of the undeveloped alley. Victory Church owns the property on either side of the alley and utilizes the undeveloped lot for outdoor church events.

Option:

Approve or Deny an application to close and vacate a portion of an undeveloped alley, which is located north of East Hardy Street, south of Jersey Street, east of North Tipton Street, and to the west of Oak Street (between Parcels 2-030L-11-111.00, 2-030L-11-110.00, 2-030L-11-105.00; PPINs 20271, 20260, 20258; Ward 2).

Street or Alley Closing, Vacating, Naming or Renaming Information *(3 pages)*

1. Please indicate specific request(s): ☐ Street ☒ Alley
☐ Closing ☐ Vacating ☐ Naming ☐ Re-Naming

2. Current name of street/alley to be closed, vacated, named or re-named:
UNAMED ALLEY

3. Names of all intersecting or bounding streets and/or alleys:
EAST HARDY & JERSEY ST.

4. Tax Block(s) and Lot(s) involved in closing request:
N/A

5. Describe existing development on property adjacent to the street/alley (i.e.: type of land uses, number of occupied dwelling units, business, height of buildings, etc.) And surrounding property within 400 feet.

Type of Land Use of adjacent development	Number of each Type adjacent to development	Maximum height of buildings (stories)	Number of properties immediately affected by change	Number of additional properties within 400 feet
Businesses	0			
Residences	0			
Apartments	0			
Churches/Schools	1			

Any additional Information: _____

5. Describe the effect the proposed change will have on existing development and the transportation system within the affected area.

NONE

6. Have applications for zoning, variance, building permit, or other applications been filed?
_____ Yes X No

If yes, provide reference numbers and dates: _____

7. Acknowledgment of property owners adjacent to the street/alley renaming. Include all names and addresses and a legal opinion or affidavit attesting to the signatures of all owners of record. The affidavit must be sworn to before a notary public or other appropriate official.
(Sample form attached)

Obtain from the City's Engineering Department the legal description of the street/alley or portion thereof to be closed, vacated, named or re-named (need electronic copy)

ATTACH SAMPLE STREET / ALLEY Acknowledgement of Affected residents/business
As PAGE 3

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

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

INDEXING INSTRUCTIONS: The South 204 feet of a platted 10 foot wide unimproved alley in block 1, of the R. A. Magruder Subdivision located in the SW 1/4 of the NW 1/4 of Section 11, T-4-N, R-13-W, Forrest County, MS.

ORDINANCE NUMBER _____
OF THE
CITY OF HATTIESBURG, MISSISSIPPI

**AN ORDINANCE CLOSING AND VACATING A PORTION OF THE UN-IMPROVED
UNNAMED ALLEY WHICH IS LOCATED NORTH OF EAST HARDY STREET,
SOUTH OF JERSEY STREET, EAST OF NORTH TIPTON STREET, AND TO THE
WEST OF OAK STREET (BETWEEN PARCELS
2-030L-11-111.00, 2-030L-11-110.00, 2-030L-11-105.00; PPINS 20271, 20260,
20258; WARD 2) THAT IS CURRENTLY PLATTED AND EXISTING.
IN THE CITY OF HATTIESBURG, MISSISSIPPI**

WHEREAS, a portion of a platted alley, which is located north of East Hardy Street, south of Jersey Street, and to the east of North Tipton Street, and to the west of Oak Street (between Parcels

2-030L-11-111.00, 2-030L-11-110.00, 2-030L-11-105.00; PPINs 20271, 20260, 20258, Ward 2); and

WHEREAS, all of the owners of property adjacent to said portion of the un-improved unnamed alley have requested the Mayor and Council of the City of Hattiesburg, Mississippi, close and vacate said portion of the un-improved unnamed alley described below, have consented to the closing and vacating of said portion the un-improved unnamed alley described below, subject to the waiting period of thirty (30) days from the date of publication of this ordinance, and have waived any and all rights to any compensation and/or damages that might otherwise be due to them as abutting landowners as a result of the closing and vacating thereof; and

WHEREAS, the Mayor and City Council do now find, determine and adjudge that said portion of a platted alley, which is located north of East Hardy Street, south of Jersey Street, and

to the east of North Tipton Street, and to the west of Oak Street (between Parcels 2-030L-11-111.00, 2-030L-11-110.00, 2-030L-11-105.00; PPINs 20271, 20260, 20258; Ward 2) described below is not needed as a public street, and that the public interest, welfare and convenience require that said portion of the alley described below be closed and vacated, that it would be in the best interest of the City of Hattiesburg. The City of Hattiesburg and the Mayor and Council further find and adjudicate that no compensation for the closing and vacating of said portion of the undeveloped alley described below is due to the owners of the property abutting thereon.

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

SECTION 1. That a portion of a platted alley, which is located north of East Hardy Street, south of Jersey Street, and to east of North Tipton Street, and to the west of Oak Street (between Parcels 2-030L-11-111.00, 2-030L-11-110.00, 2-030L-11-105.00; PPINs 20271, 20260, 20258; Ward 2) located in the City of Hattiesburg, Forrest County, Mississippi, and being more particularly described as follows:

THE SOUTH 204 FEET OF A PLATTED 10 FOOT WIDE UNIMPROVED ALLEY IN BLOCK 1, OF THE R. A. MAGRUDER SUBDIVISION LOCATED IN THE SW 1/4 OF THE NW 1/4 OF SECTION 11, T-4-N, R-13-W, FORREST COUNTY, MS.

SECTION 2. That the City Engineer has recommended that said portion of the unimproved unnamed alley described above be closed and vacated. That the portion of the unimproved unnamed alley described above is not a necessary means of access to any other property. That whenever there are existing utilities present in the areas that have been requested for closure, that utility company shall maintain an easement as long as that utility is present. That it would be in the best interest of the City to close and vacate the same.

SECTION 3. That this Ordinance take effect and be in force thirty (30) days from and after passage as provided by law.

The foregoing Ordinance having been reduced to writing, the same was introduced by Council member _____ seconded by Council member _____ and was adopted by the following vote to-wit:

YEAS:

NAYS:

THE President thereby declared the motion carried and the foregoing Ordinance adopted and approved, this the _____ day of _____ A.D., 2020.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

THE above and foregoing Ordinance having been submitted to and approved by the Mayor, this the_____day of_____ A.D., 2020.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

**MINUTES OF THE
REGULAR MEETING OF THE
HATTIESBURG PLANNING COMMISSION
October 6, 2021**

The Hattiesburg Planning Commission did meet in a regular session on October 6, 2021, at 1:02 p.m. at the Jackie Dole Community Center, 220 West Front Street, Hattiesburg, Mississippi. Mark Miller, Chair, presided over the meeting. Due to the ongoing COVID-19 pandemic, CDC recommended social distancing guidelines were observed. Staff utilized GoToMeeting, an online meeting, desktop sharing, and telephone/video conferencing platform to give Commissioners, petitioners, and the public the option to participate remotely. A quorum was indicated and the attendance was as follows:

Commissioners Present: Dick Conville
Michael Dickerson (via GoToMeeting)
Amy Hinton, Vice-Chair
Elayne Lockett
Mark Miller, Chair
Rebekah Ray
Rhoda A. Pickett
Kenneth Waites

Commissioners Absent: Ricardo Bryant
Charles Dawe
Jeff Keysear

Also Present: Andrew Ellard, Director
Jim Gladden, Esq.
Caroline Miles, Planner
Steve Mitchell, Building Official
Nathan Satcher, Planning

AGENDA REVIEW

There came the matter of the October Agenda. A request was made by Chair Miller for a motion to approve the October 2021 Agenda. A motion to approve was made by Commissioner Hinton and seconded by Commissioner Conville.

Commissioners voting aye: Dick Conville
Michael Dickerson (via GoToMeeting)
Amy Hinton, Vice-Chair
Mark Miller, Chair
Rebekah Ray
Rhoda A. Pickett
Kenneth Waites

Commissioners voting nay: None

Commissioners absent for vote: Elayne Lockett

MINUTES REVIEW

There came the matter of the September 1, 2021 minutes. Commissioner Ray emailed staff corrections to the minutes prior to the meeting. A motion was made by Commissioner Ray to approve the September 1 minutes, with the corrections. Commissioner Pickett seconded the motion.

Commissioners voting aye: Dick Conville
Michael Dickerson (via GoToMeeting)
Amy Hinton, Vice-Chair

Mark Miller, Chair
Rebekah Ray
Rhoda A. Pickett
Kenneth Waites

Commissioners voting nay: None
Commissioners absent for vote: Elayne Lockett

REPORTS

BUILDING REPORT

Steve Mitchell, Building Official, provided the Building Permit Report for September 2021. Staff emailed copies to the Commissioners prior to the meeting, and physical copies were provided to Commissioners who attended in person.

PLANNING REPORT

There came the matter of the Planning Report by Caroline Miles, Planner. On September 21, 2021, City Council approved the R-1A to B-5 rezone near 6751 Hwy 49 (HPC Approval Upheld), approved conditional use for gravel surface at 6751 (HPC Approval Upheld), approved conditional use for a school in R-1A at 321 S 24th Ave (HPC Approval Upheld) and denied the zoning change from R-1C to B-1 at 705 Hall Avenue, (HPC provided no recommendation). Andrew Ellard, Director, provided an update on the East Hardy/Hall Avenue Overlay District, which had officially launched the previous day. Additionally, he stated that Staff would be presenting LDC amendments for “Institutional” Zoning and “Accessory Dwelling Unit” uses in the coming months.

CHAIR’S REPORT

There came the matter of the Chair’s Report by Chair Mark Miller. Chair Miller thanked the Commissioners for their robust in-person attendance. He stated that Commissioner Dawe was out due to a conference obligation, though Commissioner Dawe very thoughtfully waited until Staff had secured a meeting quorum before he made plans to attend the conference.

INTRODUCTIONS

The Commissioners introduced themselves.

PUBLIC HEARING – PLANNING COMMISSION

There came the matter of Item A (Alley Closure), to consider a request filed by Pastor Janette L. Furry, Applicant, as required in the Land Development Code, Ord. No. 3209, to close and vacate a portion of an unimproved alley, which is located north of East Hardy Street, south of Jersey Street, east of North Tipton Street, and to the west of Oak Street (between Parcels 2-030L-11-111.00, 2-030L-11-110.00, 2-030L-11-105.00; PPINs 20271, 20260, 20258; Ward 2).

	<u>Name</u>	<u>Address</u>	<u>City/State</u>
<u>Presented by:</u>	Allena Royal	914 Spencer St.	Hattiesburg, MS
<u>Proponents:</u>	None		
<u>Opponents:</u>	None		

Allena Royal, representative of Victory Church, presented the application.

Chair Miller declared the Public Hearing closed and the Business Meeting open for voting on the request (Item A). Commissioner Conville made a motion to approve the request Commissioner Hinton seconded the motion. Ms. Miles conducted a roll-call vote.

Commissioners attending in person submitted physical voting sheets as well.

Commissioners voting aye: Dick Conville
Michael Dickerson (via GoToMeeting)
Amy Hinton, Vice-Chair
Elayne Lockett
Mark Miller, Chair
Rebekah Ray
Rhoda A. Pickett
Kenneth Waites

Commissioners voting nay: None

There came the matter of Item B (Conditional Use), to consider petition has been filed by Daniel Jussely and Rob Tatum, Representatives, and Hub City Lofts 2, LLC, Owner, to request a Conditional Use as “Multi-Family” in B-4 (Downtown Business) District as defined by the LDC for a certain property located at 215 Forrest Street (Parcels 2-029J-10-247.00, 2-029J-10-246.00; PPINs 21816, 21815; Ward 4).

	<u>Name</u>	<u>Address</u>	<u>City/State</u>
<u>Presented by:</u>	Daniel Jussely	11 Parkway Blvd	Hattiesburg, MS
<u>Proponents:</u>	Andrea Saffle	409 Walnut Street	Hattiesburg, MS
<u>Opponents:</u>	None		

Daniel Jussely presented the application. He stated that while Hub City Lofts would love to rent the bottom of the building out as commercial space, they had had issues renting out other commercial spaces in other buildings they had renovated downtown. He stated they have had one space that has been empty for eight years. Because of this, they wanted the option of being able to make the entire first floor residential, including the W Pine frontage.

Andrea Saffle, Director, Downtown Hattiesburg Association (DHA), spoke on the issue of market demands. She stated that it is the stance of the DHA that they prefer commercial on the first floor of downtown buildings, but she appreciates the struggles of Mr. Jussely having difficulty renting some of the Hub City Lofts commercial spaces. She stated that in her role with the DHA, people looking to open businesses downtown had come to her seeking smaller commercial spaces. These size units, 1000-1500 sf, are not readily available downtown. She stated the space that Mr. Jussely referenced that had been empty for many years is much larger (2400 sf) than what start-up tenants are seeking. She stated with the development of the alley behind the building, the increase of residential dwelling units in downtown, and other regularly occurring events that are drawing people into downtown, Hattiesburg is at a crucial tipping point of being able to support downtown businesses. She stated she supports their application because she is certain that they will be able to fill the bottom floor with commercial spaces rather than residential.

Chair Miller declared the Public Hearing closed and the Business Meeting open for voting on the request (Item B). Commissioner Conville made a motion to approve the item. Commissioner Hinton seconded the motion. Ms. Miles conducted a roll-call vote. Commissioners attending in person submitted physical voting sheets as well.

Commissioners voting aye: Dick Conville
Michael Dickerson (via GoToMeeting)
Amy Hinton, Vice-Chair

Elayne Lockett
Mark Miller, Chair
Rebekah Ray
Rhoda A. Pickett
Kenneth Waites

Commissioners voting nay: None

BUSINESS MEETING

Having no further business, Commissioner Hinton made a motion to adjourn the meeting.
The motion was seconded by Commissioner Lockett. The meeting was adjourned at 1:51 PM.

Mark Miller, Chair

Caroline Miles, Planner



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director

cc:

Date: Tuesday, October 19, 2021

Re: Approve or Deny a petition filed by Brad Lauth, Agent, and Wilmer Joseph Morris III & Bettye P. Morris, Owner, and Martha Jo Howell Land Company, LLC, Owner, as required in the LDC to request a variance of one hundred ten (110) feet along US Highway 98 for a proposed building to be located at 6365 US Highway 98 (Ward 3). The Board of Adjustment recommended to Approve on October 6, 2021.
File Number: 2021-1232
Minute Book #

Summary

6365 Hwy 98 - Variance – Setback

Recommendation Statement

Please place this on the October 19, 2021 City Council meeting for consideration.

SUBJECT PARCEL:
6365 Hwy 98

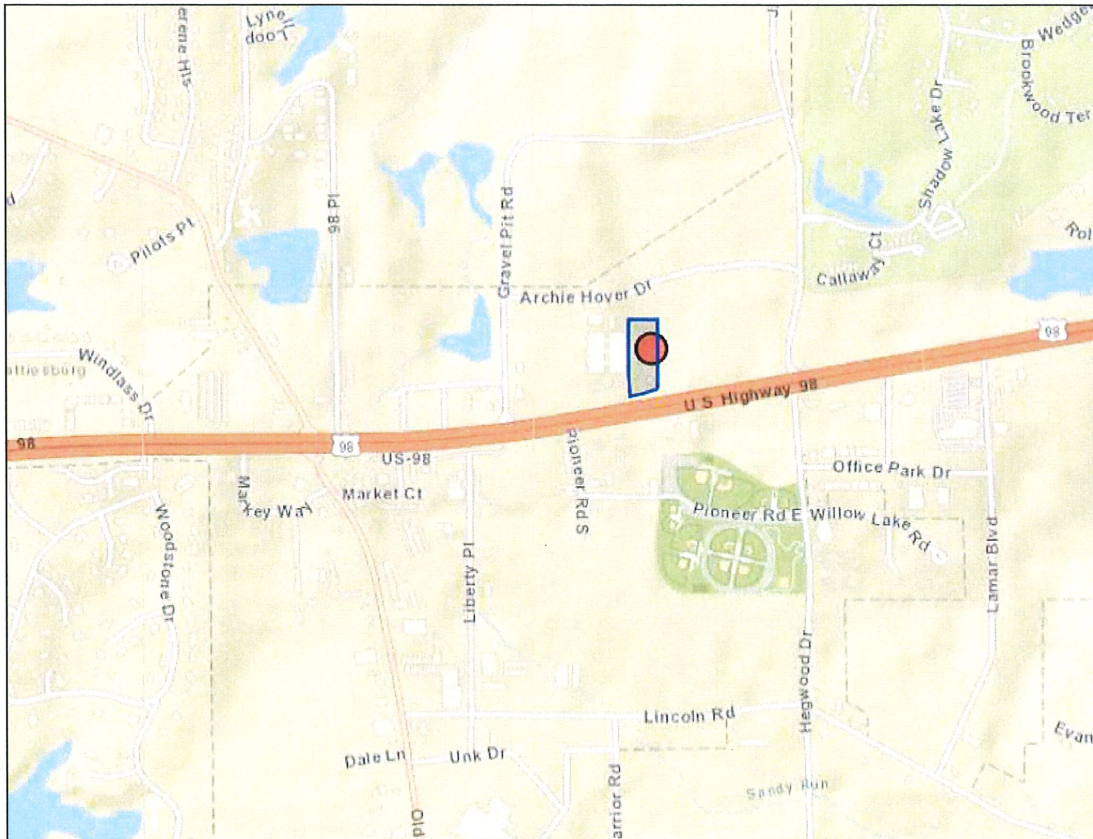
Brad Lauth, Agent, and Wilmer Joseph Morris III & Bettye P. Morris, Owner,
and Martha Jo Howell Land Company, LLC, Owner

The petitioners request:

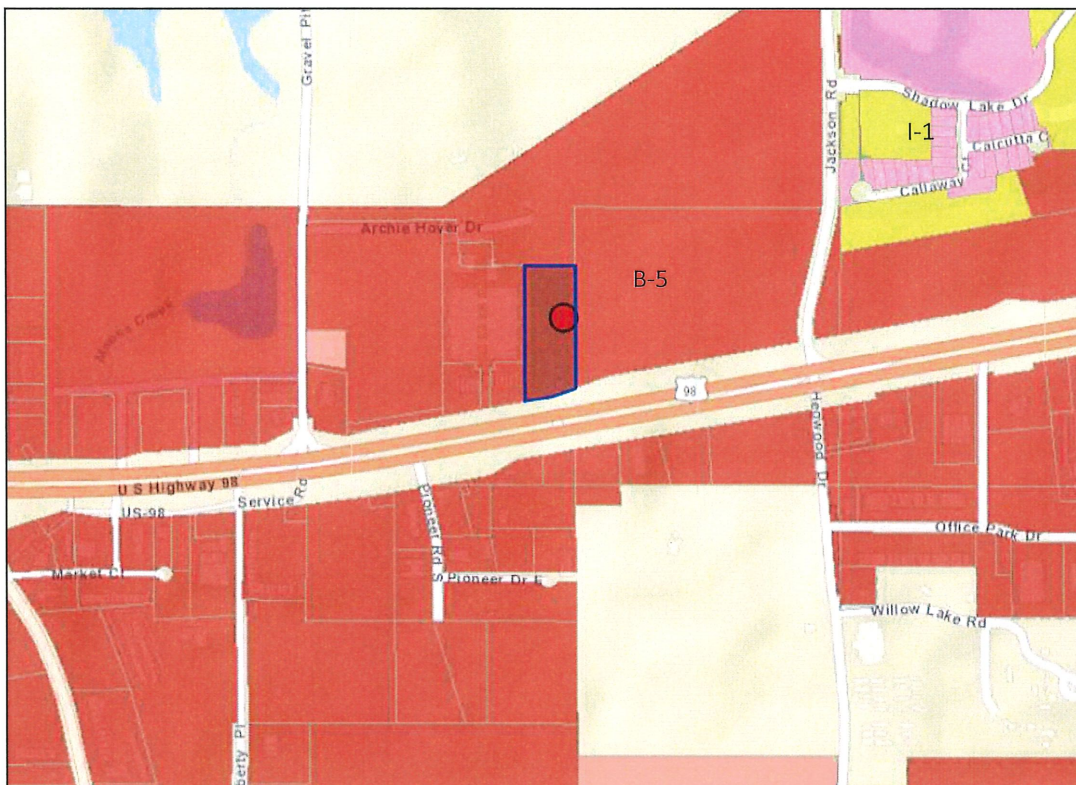
To vary from Section 6, Table 6.1 "Maximum Front Setback" for B-5, "150 feet", and instead allow a setback of two hundred sixty feet (260) feet for a variance of one hundred ten (110) feet along US Highway 98 for a proposed building to be located at 6365 US Highway 98 (Parcels 052P-09-007.000, portion of 052P-09-017.000; PPIN 19379, portion of PPIN 12140, Ward 3).



Vicinity Map—Ward 1



Zoning—B-5



Site Aerial



SURROUNDING AREA

Northern Direction: B-5 (Regional Business) District/ Gravel Pit



Southern Direction: B-5 (Regional Business) District/ Restaurant



Eastern Direction: B-5 (Regional Business) District/ Undeveloped

Western Direction: B-5 (Regional Business) District/ Strip center





**Board of Adjustment
Case Fact Sheet**

Name of Petitioners: Brad Lauth, Agent, and Wilmer Joseph Morris III & Bettye P. Morris, Owner, and Martha Jo Howell Land Company, LLC, Owner

Address of Property:	Tax Parcel	PPIN:	Ward:
6365 Hwy 98	052P-09-007.000	19379	3
	052P-09-017.000	12140	

Requests: Front setback variance

Purpose of Request: To vary from Section 6, Table 6.1 "Maximum Front Setback" for B-5, "150 feet", and instead allow a setback of two hundred sixty feet (260) feet for a variance of one hundred ten (110) feet along US Highway 98 for a proposed building to be located at 6365 US Highway 98 (Parcels 052P-09-007.000, portion of 052P-09-017.000; PPIN 19379, portion of PPIN 12140, Ward 3).

Applicant Summary: See Attached

Applicable Regulations:

Table 6.1 Dimensional Standards										
District	Minimum Lot Size in SF/ Width at Setback	Max. Dwelling Units	Max. Floor Area Ratio	Min. Front	Setbacks in feet			Max. Height*	Max. Impervious Surface Lot Coverage	Buffer in Feet
					Max. Front	Min. Side	Min. Rear			
B-5	No minimum/ 100	-	1.50	30	150	0 or 10	0	72 feet or 6 stories	90%	50

6.7.2 Measuring Structure Distance. When determining distances for setbacks and structure dimensions, all distances are measured along a horizontal plane from the appropriate property line, edge of building, structure, storage area, parking area, or other object. These distances are not measured by following the topography of the land. Measurements are also taken along the shortest distance between two points. See Diagram 6.2.

Present Zoning:	These parcels are zoned B-5 (Regional Business) District.
Present Use:	Undeveloped
Future Land Use:	Regional Business
Surrounding Zoning and Land Use:	North: B-5 (Regional Business) District/ Gravel Company South: B-5 (Regional Business) District/ Restaurants East: B-5 (Regional Business) District/ Undeveloped West: B-5 (Regional Business) District/ Strip Mall/Self-Storage
Most Nearly Bounded By (streets):	The parcels are most nearly bounded to the north by Hwy 98, to the south by Archie Hoover Road, to the west by Gravel Pit Road, and to the east by Jackson Road. They are accessible by Highway 98.
Letters or Concerns stated:	The Planning Division Office has not received any letters or other written communications relative to this case, as of September 24, 2021. The applicant provided letters of support from neighboring properties.
History / Background:	The applicant met with staff in Pre-Application to discuss the development of a car dealership on the property. The applicant has proposed siting the building 260 feet (as measured to the nearest point from the property line) from the Hwy 98 setback. Staff is unable to approve this setback as it exceeds the 150' maximum setback allowed in B-5. The commercial strip center (6373 Hwy 98) to the immediate west of the proposed car dealership location has a setback of ninety (90) feet per the site plan, approved in 2006. This site, as well as the Courtesy Ford and Toyota of Hattiesburg dealerships, which are further west of the subject parcel, were all reviewed and approved under the previous Land Development Code, Ord. No. 2330. The previous LDC, Ord. No. 2330, did not have a maximum setback requirement. Minimum/maximum setbacks help to create continuous and consistent streetscapes. Maximum front setback dimensions

support preferred urban design by requiring buildings to engage with people traveling along the street to create a sense of public space rather than allowing structures to retreat the rear of the site and leaving the public to engage with the parking lot rather than the site's architecture. Maximum setbacks also promote denser, more compact development and are recommended as a tool to reduce commercial sprawl.

Regarding the sales inventory parking lot, the applicant is proposing landscape islands per LDC requirements (See LDC 7.5.4.9). Per the LDC 7.10.10.2, the parking lot islands should contain one large shade or canopy tree. However, the applicant has stated that this is problematic and would negatively impact their inventory. Instead, the applicant proposed alternative landscaping of small shrubs (proposed Parsoni Juniper and Indian Hawthorn) in the landscape islands. The large trees required in the islands per Code are instead being proposed along the western border of the property. The Site and Design Review Committee is amenable to the proposal.

Basis for Approval (12.4.1.1):

I. Hardship.

- The hardship is unique to the property and is not or will not be caused by the actions or inactions of the applicant.
- There are exceptional conditions creating an undue hardship applicable only to the property involved or the intended use which do not apply generally to the other land areas or uses within the same zoning district.

II. Special Privilege. A variance shall not confer any special privilege that is denied to other lands or structures in the same zoning district.

III. Literal Interpretation. The literal interpretation of the provisions of the regulations would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district and would cause unnecessary and undue hardship on the applicant.

IV. Reasonable Use. The applicant cannot make reasonable use of the property without the requested variance.

V. Minimum Required. The granting of a variance is the minimum variance that will make possible the reasonable use of the land or structure.

VI. Conformance with the Purposes of this Code. The granting of a variance will not conflict with the purposes and intent expressed or implied in the Land Development Code.

ENTITLEMENTS

XF

**PRELIMINARY
FOR REVIEW ONLY
NOT FOR CONSTRUCTION**
THIS DRAWING IS SUBJECT TO
REVISION, ALTERATION & DELETION

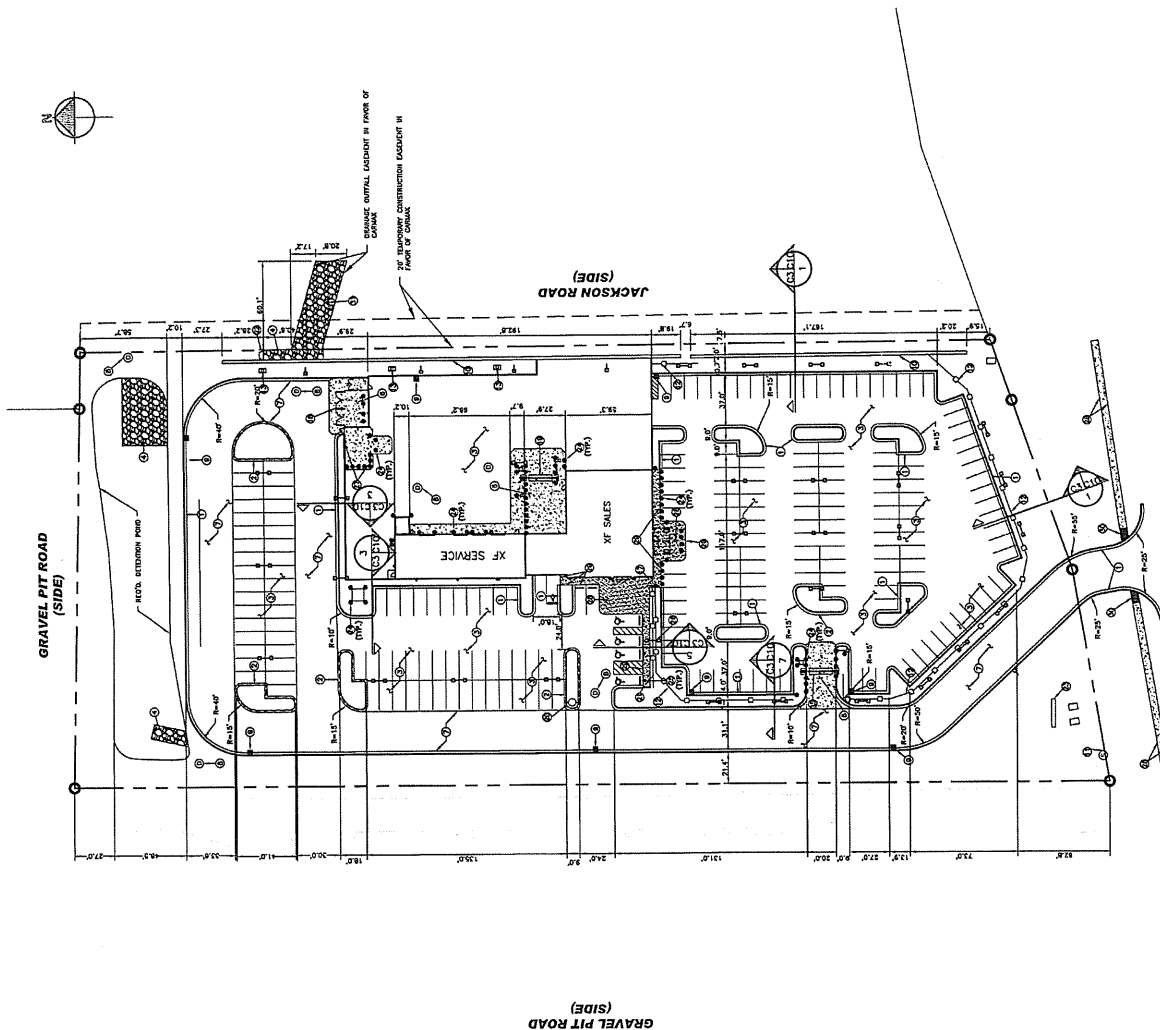
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CARmax
THE AUTO SUPERSTORE

FINANCIAL SERVICES OFFERED BY CREDIT UNION
AND FINANCIAL INSTITUTIONS. FINANCIAL SERVICES
OFFERED BY CREDIT UNION AND FINANCIAL INSTITUTIONS.

STORE NO. 6184
6365 U.S. 98
HATTIESBURG, MS 39402

PROJECT NO	21-020
DATE	05 JULY 2021
SHEET TITLE	
CIVIL SITE PLAN	



US HIGHWAY 98
PUBLIC RI/W VARIES)
(ASPHALT)

CIVIL SITE PLAN

11-11-11

NOTE: ALL RADII ARE 3.5" UNLESS OTHERWISE NOTED ON THIS DRAWING

[illegible]

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ENTITLEMENTS
 XF

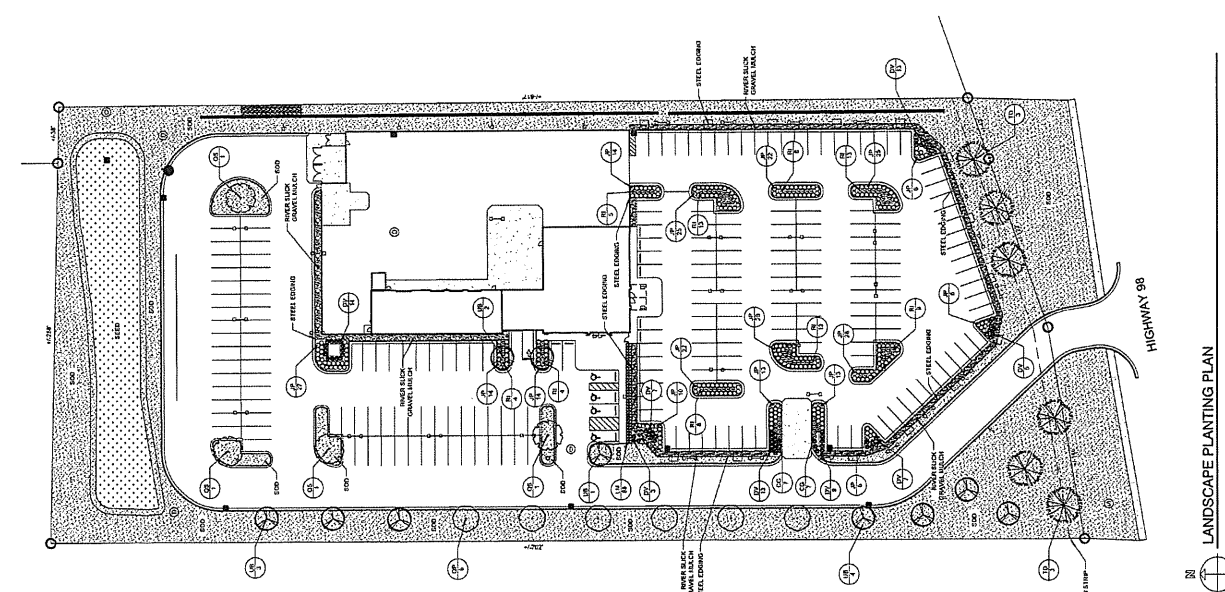
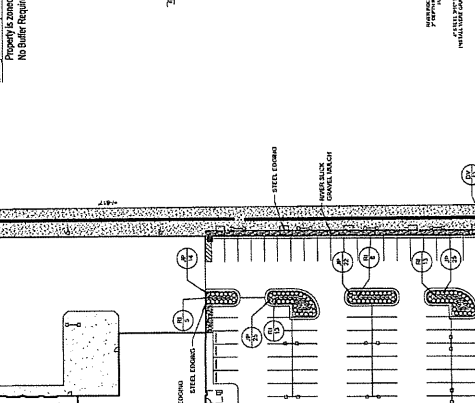
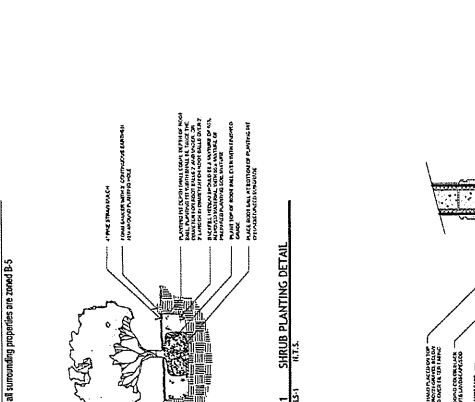
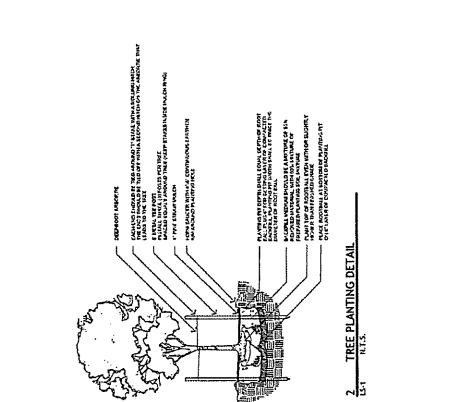
PLANT SCHEDULE

SYMBOL	COMMON NAME	SCIENTIFIC NAME	SIZE	QUANTITY	REMARKS
	Shrub	Shrub	4"	1	Shrub
	Shrub	Shrub	6"	1	Shrub
	Shrub	Shrub	8"	1	Shrub
	Shrub	Shrub	10"	1	Shrub
	Shrub	Shrub	12"	1	Shrub
	Shrub	Shrub	14"	1	Shrub
	Shrub	Shrub	16"	1	Shrub
	Shrub	Shrub	18"	1	Shrub
	Shrub	Shrub	20"	1	Shrub
	Shrub	Shrub	22"	1	Shrub
	Shrub	Shrub	24"	1	Shrub
	Shrub	Shrub	26"	1	Shrub
	Shrub	Shrub	28"	1	Shrub
	Shrub	Shrub	30"	1	Shrub
	Shrub	Shrub	32"	1	Shrub
	Shrub	Shrub	34"	1	Shrub
	Shrub	Shrub	36"	1	Shrub
	Shrub	Shrub	38"	1	Shrub
	Shrub	Shrub	40"	1	Shrub
	Shrub	Shrub	42"	1	Shrub
	Shrub	Shrub	44"	1	Shrub
	Shrub	Shrub	46"	1	Shrub
	Shrub	Shrub	48"	1	Shrub
	Shrub	Shrub	50"	1	Shrub
	Shrub	Shrub	52"	1	Shrub
	Shrub	Shrub	54"	1	Shrub
	Shrub	Shrub	56"	1	Shrub
	Shrub	Shrub	58"	1	Shrub
	Shrub	Shrub	60"	1	Shrub
	Shrub	Shrub	62"	1	Shrub
	Shrub	Shrub	64"	1	Shrub
	Shrub	Shrub	66"	1	Shrub
	Shrub	Shrub	68"	1	Shrub
	Shrub	Shrub	70"	1	Shrub
	Shrub	Shrub	72"	1	Shrub
	Shrub	Shrub	74"	1	Shrub
	Shrub	Shrub	76"	1	Shrub
	Shrub	Shrub	78"	1	Shrub
	Shrub	Shrub	80"	1	Shrub
	Shrub	Shrub	82"	1	Shrub
	Shrub	Shrub	84"	1	Shrub
	Shrub	Shrub	86"	1	Shrub
	Shrub	Shrub	88"	1	Shrub
	Shrub	Shrub	90"	1	Shrub
	Shrub	Shrub	92"	1	Shrub
	Shrub	Shrub	94"	1	Shrub
	Shrub	Shrub	96"	1	Shrub
	Shrub	Shrub	98"	1	Shrub
	Shrub	Shrub	100"	1	Shrub

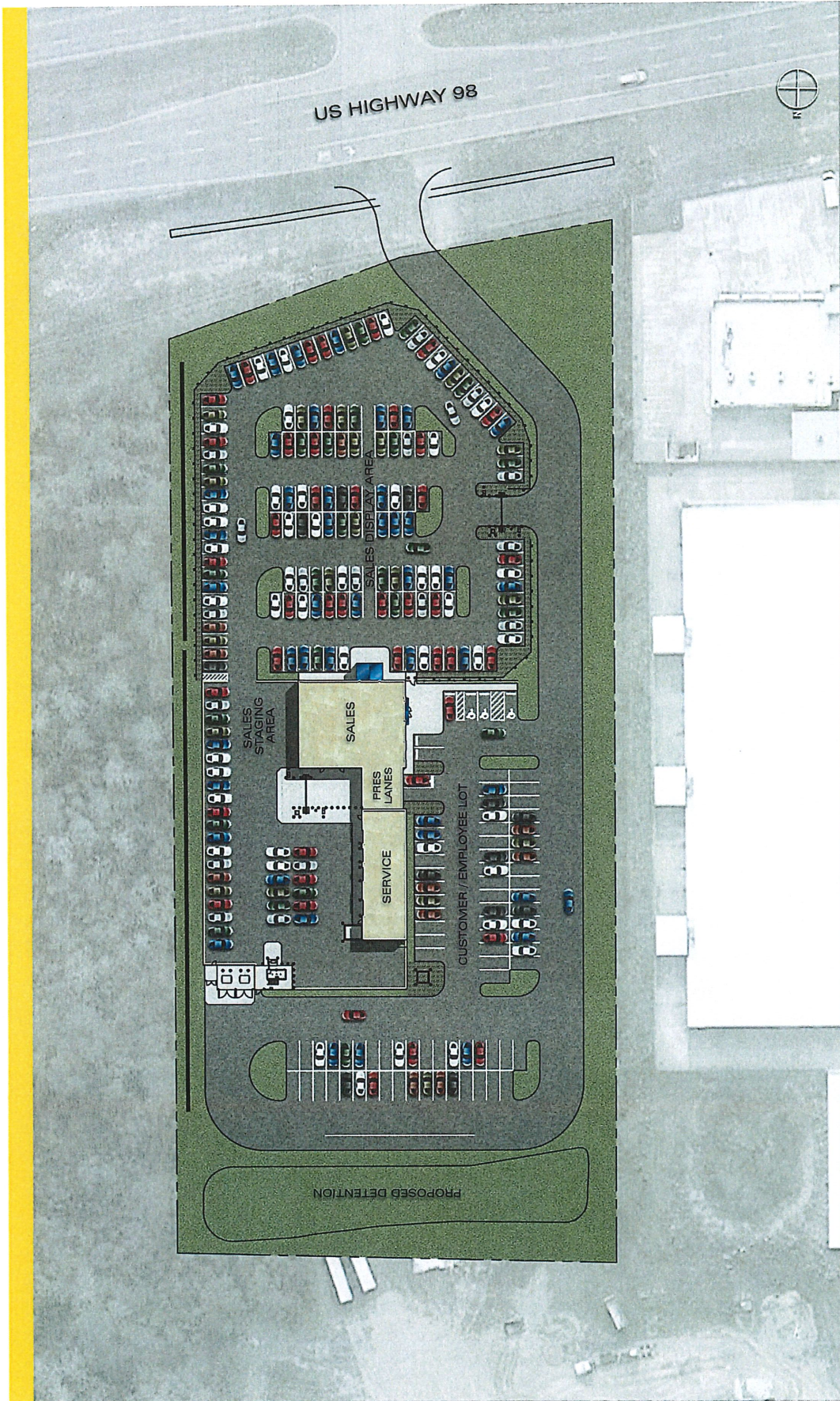
Landscape Calculations
 Interior Site Landscaping (Public Parking)
 204' of Interior Landscaping Area per each parking space
 Parking provided 83 spaces 83 x 20 = 1,660' of Landscape Area Required
 2,651' of Landscape Area Provided
 1 Large Shade Tree required per landscape island = 7 Shade Trees Required
 7 Shade Trees Provided
 7 Landscape Islands
 All landscape areas shall be landscaped (See landscape Plan)
Interior Site Landscaping - Shade Tree Planting (to be Shaded)
 204' of Interior Landscaping Area per each parking space
 Parking provided 131 spaces 131 x 20 = 2,620' of Landscape Area Required
 3,183' of Landscape Area Provided
 1 Large Shade Tree required per landscape island = 13 Shade Trees Required
 13 Shade Trees Provided
 All landscape areas shall be landscaped (See landscape Plan)
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 All landscape areas shall be landscaped (See landscape Plan)

PRELIMINARY FOR REVIEW ONLY
NOT FOR CONSTRUCTION
 THIS DRAWING IS SUBJECT TO
 REVISION, ALTERATION & DELETION

RELEASE FOR CONSTRUCTION
 LATEST DATE: 21 JULY 2021
 DRAWING NO.: 6365 U.S. 98
 STORE NO.: 6184
 THE AUTO SUPERSTORE
 HATTIESBURG, MS 39402

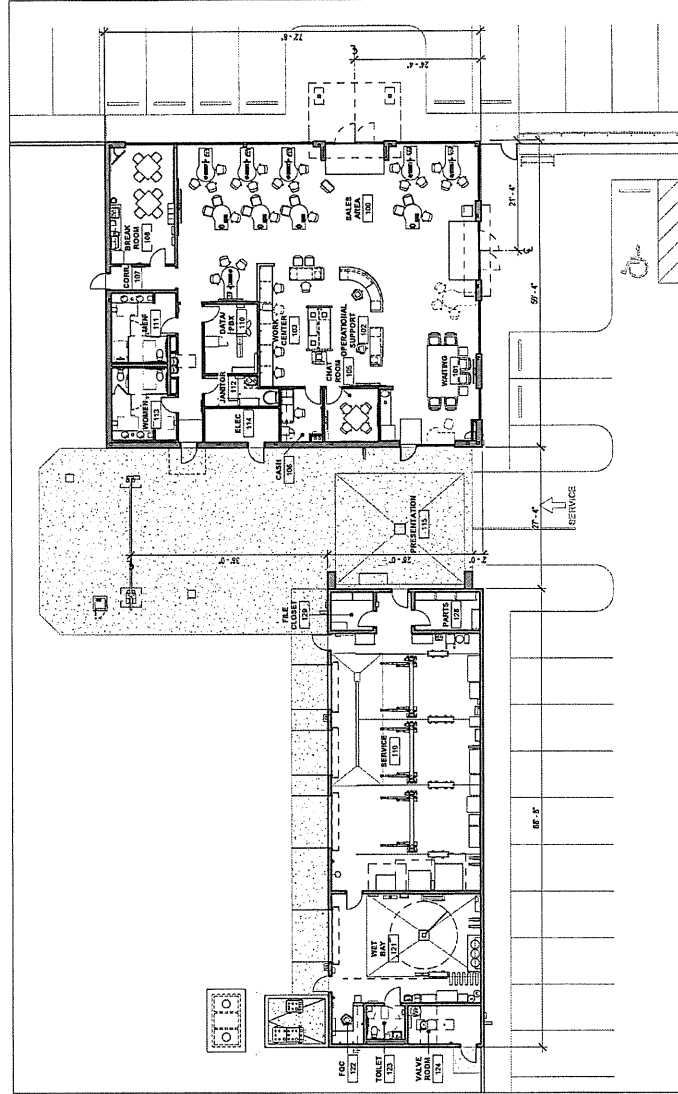


Conceptual Site Plan
Hattiesburg, MS



CARMAX

CHARLES J. O'BRIEN III
ARCHITECT



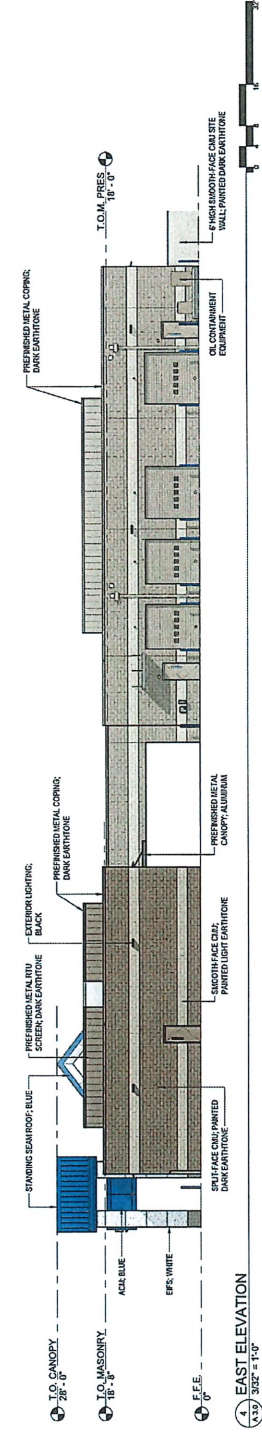
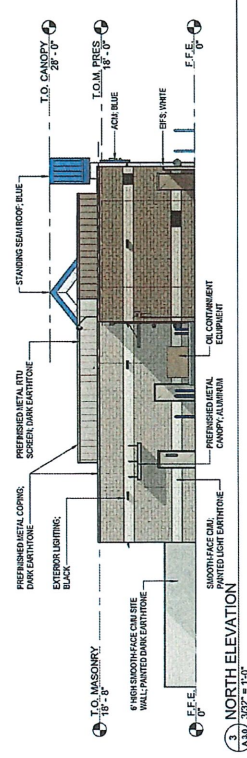
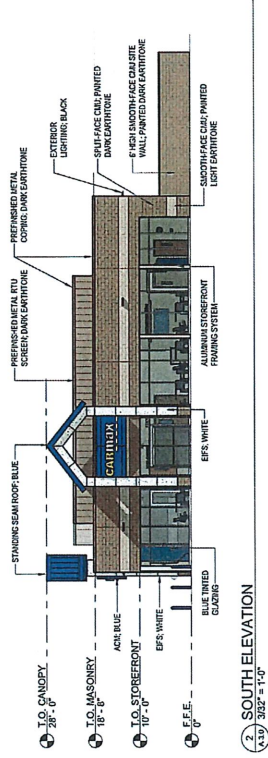
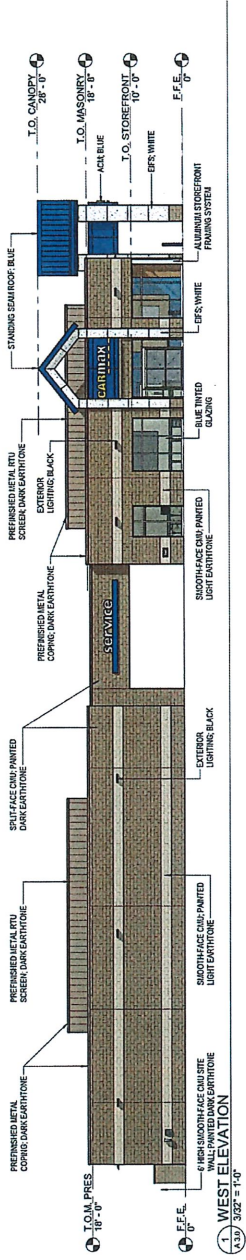
1. SALES & SERVICE PLAN
 1/32" = 1'-0"

CONCEPTUAL FLOOR
 PLANS

HATTIESBURG, MS

STORE NO. 6184 - NE CORNER OF US HIGHWAY 98 AND GRAVEL PIT ROAD.

ENTITLEMENTS
 NOT RELEASED FOR CONSTRUCTION



ENTITLEMENTS
 NOT RELEASED FOR CONSTRUCTION
 HATTIESBURG, MS
 20-20192-00
 STORE NO. 5184 - NE CORNER OF US HIGHWAY 98 AND GRAVEL PIT ROAD.
 CONCEPTUAL ELEVATIONS
 SP-04



Variance Information

The Board of Adjustment has the responsibility to hear and make recommendation on requests for variances to the requirements of this Code (per Section 11.4.). Section 12.4.1 Variances are departures from the standards of the Land Development Code, except land use, which will not be contrary to the public interest and where, owing to conditions peculiar to the property and not as a result of the action of the applicant, a literal enforcement of this Code would result in unnecessary and undue hardship.

The following conditions must be met before a variance can be recommended. Not all criteria must be met. However, a strong application will meet multiple criteria.

Approval Criteria.

A variance is not a right, but a privilege that property owners meeting the following criteria may request. These criteria are to be used to consider all variance requests. It shall be the burden of the applicant to prove that the request meets these criteria. Use this worksheet or format your own to demonstrate the following criteria.

1. **Hardship.** (a) The hardship is unique to the property and is not or will not be caused by the actions or inactions of the applicant. (b) There are exceptional conditions creating an undue hardship applicable only to the property involved or the intended use which do not apply generally to the other land areas or uses within the same zoning district.

a. The development of the CarMax facility is consistent with several car dealerships in the newly developed Hattiesburg Auto Row along U.S. Highway 98 including, but not limited to, Courtesy Ford, Petro Nissan, and Toyota of Hattiesburg. Each of these dealerships were built prior to the code update which instituted a maximum setback requirement in the B-5 zoning district. A typical new car dealership has inventory is located throughout the property and sometimes within the building itself; whereas a CarMax facility has a fully contained, completely outdoor, showroom labeled on the attached site plans as the "Sales Display Area". This area is fully secured with a highway guardrail system with associated delta security gates.

b. The subject property is narrow in nature with the main access drive traveling North from U.S. Highway 98 along the West property line. If the maximum building setback requirement was upheld on this property, the majority of the sales display area would be behind the building or along the side. This site layout would not be an acceptable operational layout for CarMax and would render the site un-usable.

2. **Special Privilege.** A variance shall not confer any special privilege that is denied to other lands or structures in the same zoning district.

The development of the CarMax facility is consistent with several car dealerships in the newly developed Hattiesburg Auto Row along U.S. Highway 98 including, but not limited to, Courtesy Ford, Petro Nissan, and Toyota of Hattiesburg. Those dealerships have setbacks of 400ft, 480ft, and 365ft respectively.

3. **Literal Interpretation.** The literal interpretation of the provisions of the regulations would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district and would cause unnecessary and undue hardship on the applicant.

The CarMax facility is proposing a building setback consistent with the other dealerships in the area and that of which is common throughout the automotive industry. If this variance is not granted, the CarMax facility would not be able to operate under a standard car dealership model that is allowed by the surrounding dealerships.

Variance Information

4. **Reasonable Use.** The applicant cannot make reasonable use of the property without the requested variance.

CarMax cannot operate a store with the sales display area in the rear of the property. With the narrow nature of the site, CarMax would not be able to move forward with the project in any other configuration that has the building within the 150 ft. maximum setback.

5. **Minimum Required.** The granting of a variance is the minimum variance that will make possible the reasonable use of the land or structure.

CarMax is requesting the building setback of 260 feet measured from the U.S. Highway 98 Right-of-Way to the East corner of the sales building. Per code section LDC 6.7.1 the setback is measured as the shortest distance from the building to the property line. Since the property frontage is not parallel to the rest of the site, the shortest distance is measured from the East corner of the sales building. The site plan included with this application shows the layout that works operationally for CarMax with the sales display area in front of the building.

6. **Conformance with the Purpose of this Code.** The granting of a variance will not conflict with the purposes and intent expressed or implied in the Land Development Code.

Approving this variance will allow CarMax the same layout standards as seen throughout the Hattiesburg Auto Row and the automotive sales industry. Additionally, because of the difficult topography of this property, including an elevation change from front to back making other development extremely difficult, allowing this variance and the development of the property by CarMax would allow the highest and best use of the subject real property.

12.4.1.2 Conditions of Approval. In recommending the granting of a variance, the Board of Adjustment may require appropriate conditions and safeguards in conformity with this Code. Violation of such conditions and safeguards, when made a part of the terms under which a variance is granted, shall be deemed a violation of this Code. The recommendation of the Board of Adjustment shall be presented to the City Council for final action.

Date: August 20, 2021

To: The City of Hattiesburg
Planning Department
200 Forrest St.
Hattiesburg, MS 39401

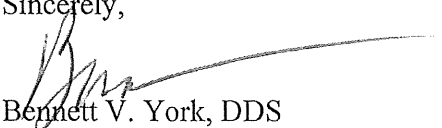
From: Outback 98 West, LLC
Bennett V. York, DDS
112 Sheffield Loop, Suite D
Hattiesburg, MS 39402

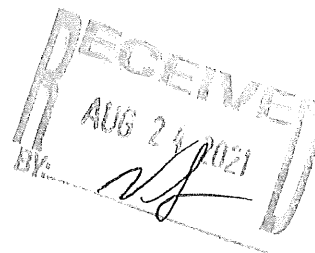
To Whom It May Concern:

I have been contacted by a representative of CarMax Auto Superstores, Inc., which is contracted to purchase the real property located at 6365 U.S. Hwy. 98, Hattiesburg, MS 39402. My company, Outback 98 West, LLC, owns the real property to the west of the real property being purchased. Outback 98 West, LLC agrees with the proposed variance for the property being purchased that would allow a building setback of 260 feet as opposed to 150 feet.

Please contact me should you have any questions.

Sincerely,


Bennett V. York, DDS
Outback 98 West, LLC



Date: August 20, 2021

To: The City of Hattiesburg
Planning Department
200 Forrest St.
Hattiesburg, MS 39401

From: Martha Jo Howell Land Co., LLC
Ms. Martha Jo Howell
36 Rollingwood
Hattiesburg, MS 39402

To Whom It May Concern:

I have been contacted by a representative of CarMax Auto Superstores, Inc., which is contracted to purchase the real property located at 6365 U.S. Hwy. 98, Hattiesburg, MS 39402. Martha Jo Howell Land Co., LLC owns the real property to the east of the real property being purchased. I am the manager of the Martha Jo Howell Land Co., LLC. The Martha Jo Howell Land Co., LLC agrees with the proposed variance for the property being purchased that would allow a building setback of 260 feet as opposed to 150 feet.

Please contact me should you have any questions.

Sincerely,

By Andy Stettin For Josh Morris

Martha Jo Howell
Martha Jo Howell Land Co., LLC

**MINUTES OF THE
REGULAR MEETING OF THE
HATTIESBURG BOARD OF ADJUSTMENT
October 6, 2021**

The Hattiesburg Board of Adjustment did meet in regular session on October 6, 2021 at 3:30 PM at the Jackie Dole Community Center, 220 West Front Street, Hattiesburg, Mississippi. Shawn Harris, Chair, presided over the meeting. A quorum was indicated and the attendance was as follows:

Board Members Present: Victoria Bolls (GoToMeeting)
Bruce Betts, Vice-Chair
Dick Conville
Shawn Harris, Chair
Lucy Parkman
James Trussell (via GoToMeeting)
Brandon Williams (via GoToMeeting)

Board Members Absent: Bernard Green
James Hughes
Stacy Ready

Also Present: Andrew Ellard, Director
Jim Gladden, Esq.
Caroline Miles, Planner
Nathan Satcher, Planning

Shawn Harris, Chair, declared the meeting of the Hattiesburg Board of Adjustment open and in session at 3:34 PM.

AGENDA REVIEW

There came the matter of the October 2021 Agenda. A motion was made to approve the October 2021 Agenda by Dick Conville and seconded by Brandon Williams.

Board Members voting aye: Victoria Bolls (GoToMeeting)
Bruce Betts, Vice-Chair
Dick Conville
Shawn Harris, Chair
Lucy Parkman
James Trussell (via GoToMeeting)
Brandon Williams (via GoToMeeting)

Board Members voting nay: None

MINUTES REVIEW

There came the matter of the September 1, 2021 and September 8, 2021 minutes. Shawn Harris requested a motion to approve the minutes. A motion was made to approve the both sets of minutes by Lucy Parkman and seconded Bruce Betts.

Board Members voting aye: Victoria Bolls (GoToMeeting)
Bruce Betts, Vice-Chair
Dick Conville
Shawn Harris, Chair
Lucy Parkman
James Trussell (via GoToMeeting)
Brandon Williams (via GoToMeeting)

Board Members voting nay: None

REPORTS

PLANNING REPORT

Caroline Miles, Planner, provided the Planning Report. On September 21, 2021 City Council approved the zoning buffer and storage yard area variance at 6751Hwy 49 (BOA recommendations upheld). Andrew Ellard, Director, gave an update on the launch of the East Hardy/Hall Avenue Overlay District planning project.

CHAIR’S REPORT

No report given.

INTRODUCTIONS

Board members introduced themselves.

PUBLIC HEARING – BOARD OF ADJUSTMENT

Shawn Harris, Chair, declared the Public Hearing for the Board of Adjustment open at 3:40 PM.

There came the matter of Item A (Maximum Front Setback Variance), Brad Lauth, Agent, and Wilmer Joseph Morris III & Bettye P. Morris, Owner, and Martha Jo Howell Land Company, LLC, Owner, as required in the Land Development Code, Ord. No. 3209, to request a variance from Section 6, Table 6.1 “Maximum Front Setback” for B-5, “150 feet”, and instead allow a setback of two hundred sixty feet (260) feet for a variance of one hundred ten (110) feet along US Highway 98 for a proposed building to be located at 6365 US Highway 98 (Parcels 052P-09-007.000, portion of 052P-09- 017.000; PPIN 19379, portion of PPIN 12140, Ward 3).

	<u>Name</u>	<u>Address</u>	<u>City/State</u>
<u>Presented by:</u>	Seth Hunter	PO Box 2055	Hattiesburg, MS
<u>Proponents:</u>	Brad Lauth	1626 Cole Blvd.	Lakewood, CO
	Steve Hudak	12800 Tuchahoe Creek Pkwy	Richwood, ?
<u>Opponents:</u>	None		

Seth Hunter presented the application. He stated the existing setbacks for the other car lots in the vicinity, best and highest use of the land as a car lot, and grade changes from the front to the rear of the property were key reasons why the variance should be granted. Brad Lauth and Steve Hudak explained the Carmax building model and how Carmax site models in general function.

Shawn Harris declared the Public Hearing closed and the Business Meeting open to vote on Item A. Victoria Bolles stated that she was perplexed as to why Carmax would enter into the contract to secure a property they said does not meet their general size standards and knowing they would need a variance to meet their general design. Dick Conville stated he feels that the City is being provided a “cookie cutter” corporate design that has had little thought as to whether the local codes can be met. Shawn Harris stated that this site is in West Hattiesburg: there is no culture or sense of place out there, it is not walkable (even though he noted the site plan shows a sidewalk addition), and he does not think that this variance would bestow any privilege beyond what other automobile dealers have in that corridor so he is untroubled by the setback variance. He stated the variance would be more problematic to him in other zoning districts/areas of the City where there is pedestrian infrastructure. Dick Conville stated that approval of the variance would result in the institutionalization of grandfathering in the previous LDC and delegitimize the current LDC. James Trussell stated he, too, was concerned with the precedent the Board would be setting with

an approval. Shawn Harris stated he was not concerned about precedent because he reviews each individual request on its own. Shawn Harris made a motion to approve the petition on the following bases: Special Privilege: A variance shall not confer any special privilege that is denied to other lands or structures in the same zoning district; Literal Interpretation, The literal interpretation of the provisions of the regulations would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district and would cause unnecessary and undue hardship on the applicant, Conformance with the Purposes of this Code, the granting of this variance will not conflict with the purposes and intent expressed or implied in the Land Development Code. Brandon Williams seconded the motion.

Board Members voting aye: Victoria Bolls (GoToMeeting)
Bruce Betts, Vice-Chair
Shawn Harris, Chair
Lucy Parkman
Brandon Williams (via GoToMeeting)
Board Members voting nay: Dick Conville
James Trussell (via GoToMeeting)

BUSINESS MEETING

There being no further business, Dick Conville made a motion to adjourn the meeting. The motion was seconded by Bruce Betts. The meeting was adjourned at 4:25 PM.

Shawn Harris, Chair

Caroline Miles, Planner

City of Hattiesburg

Board of Adjustment Hearing
October 6, 2021



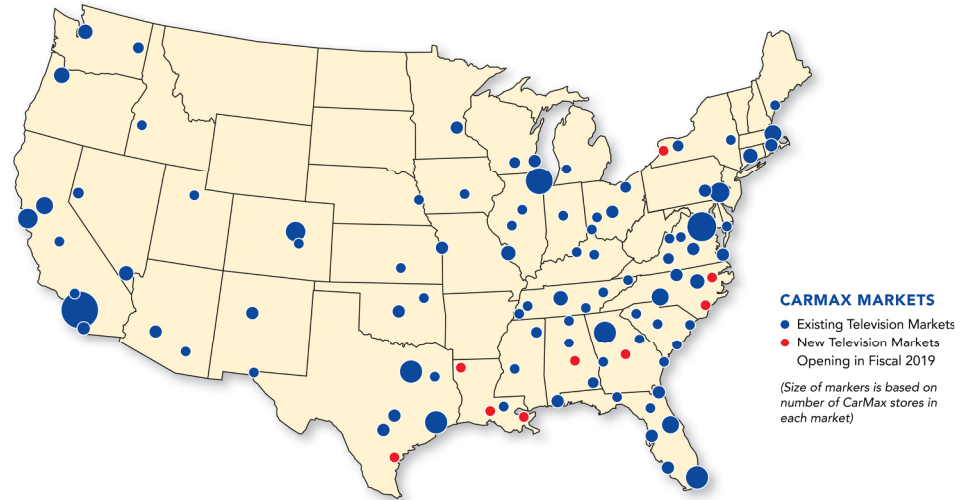
CARmax[®]
— — — — —

About the Company

Nation's largest retailer of
used cars

Revolutionized car buying
experience

Last fiscal year sold over
751,862 retail vehicles



FORTUNE
100
BEST
COMPANIES
TO WORK FOR
2020



Opened 1st store in 1993

220+ stores in 41 states

**25,000+ associates
nationwide**

***Training* magazine's Top 125**

17 Years Fortune 100 Best

The CarMax Difference

- Opened our first store in 1993
- Opening up to 1 new store per month
- Named “Fortune Magazine Top Companies to Work For” for 17 years in a row
- Low no-haggle pricing
- No-hassle experience
- 44,000+ vehicles to choose from on our website [carmax.com](https://www.carmax.com)®
- We stand behind our vehicles: 30-Day Money-Back Guarantee & Limited Warranty
- We’ll buy your car even if you don’t buy ours®
- 24-hour test drives



CarMax Foundation

Committed to the
communities where we live
and work

More than \$75 million
granted to local communities
since 2003

\$6 million in 2021



**FYE 2018: 1600 non-profit projects
by 100% of our locations**

**We support causes our
associates are passionate about**

**National partnerships with
KaBOOM!, American Red Cross,
and The Mission Continues**

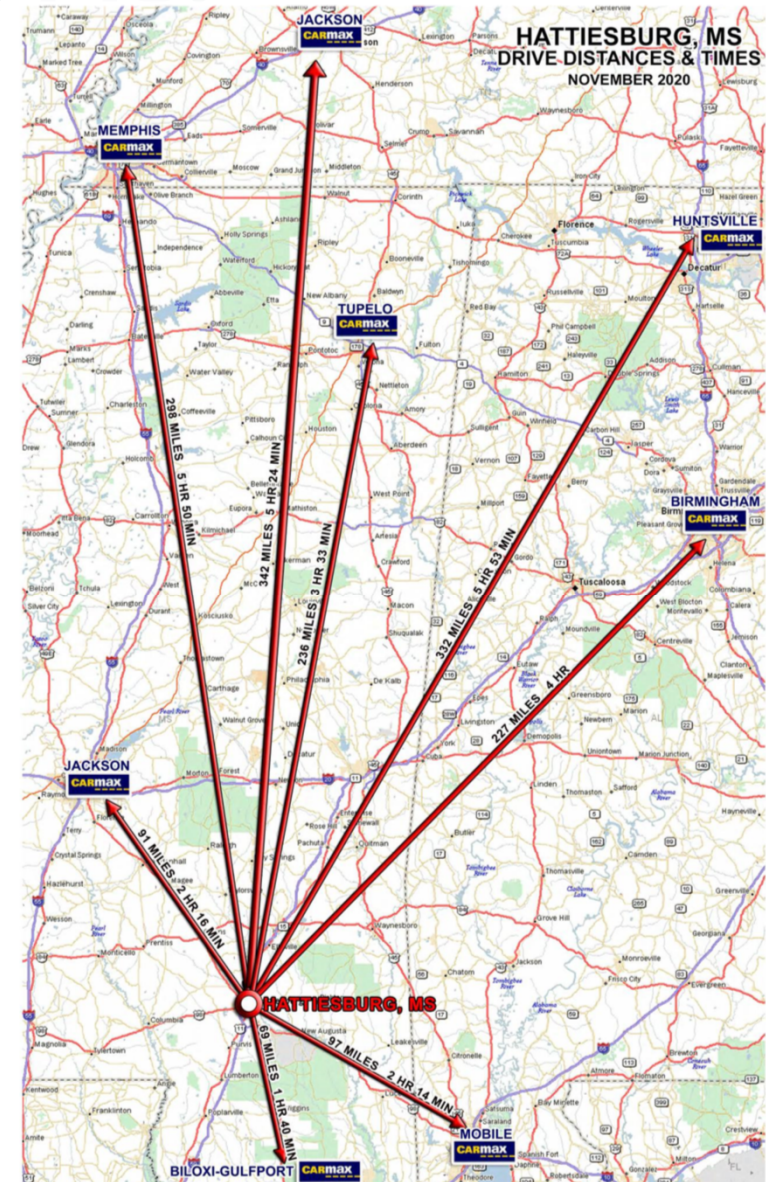


CarMax Hattiesburg, MS: Market Research

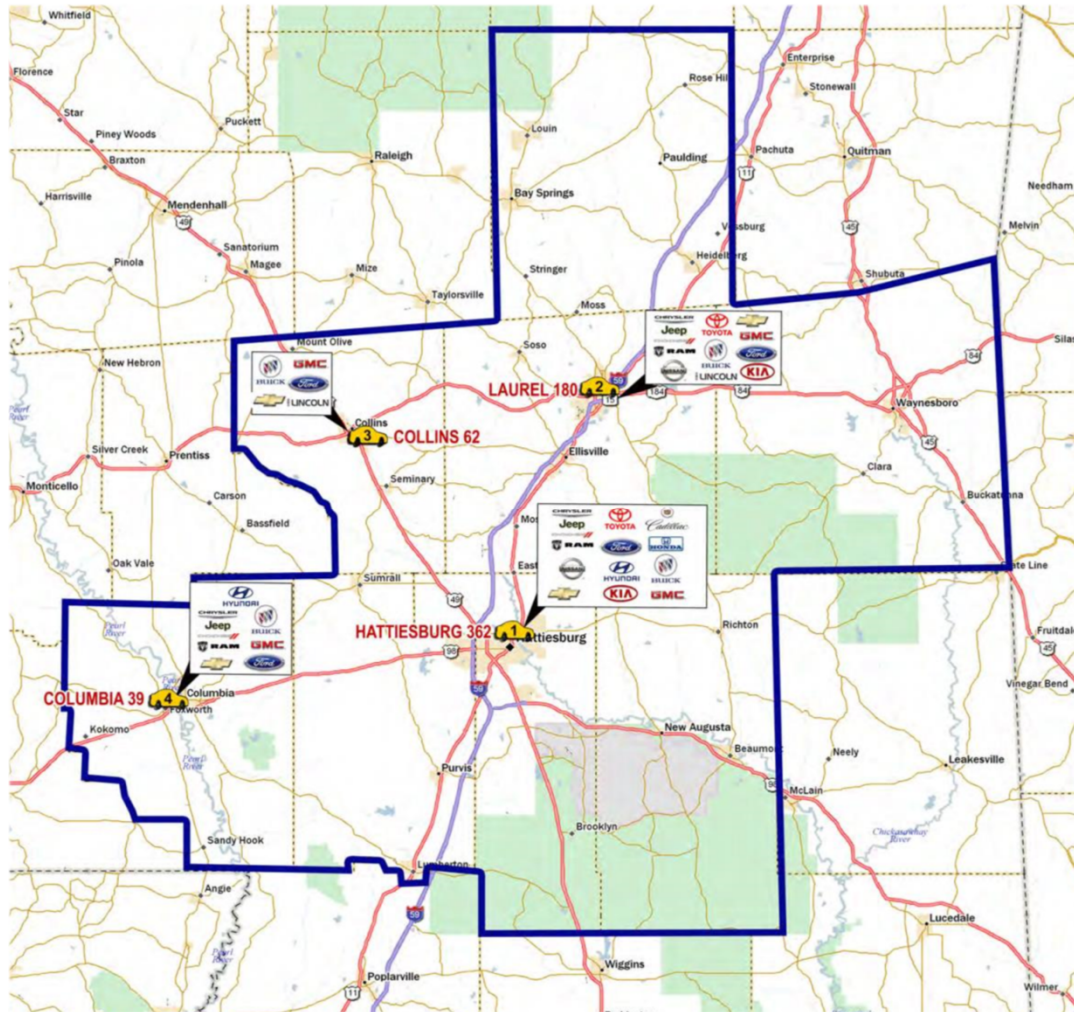
New market, 65+ mi from existing stores

Trade Area Characteristics					
Trade Area	DMA pop (2020)	TA pop (2020)	20 mi TA pop (2020)	5 Yr HH Gwth	TA Prizm
Hattiesburg, MS	298,000	264,000	151,000	1%	128

New Dealer Information		
Nearby Dealer Clusters (2016)		% Change from '13
#1 Hattiesburg	362/mo	-8%



CarMax Hattiesburg, MS: Market Research



CarMax Hattiesburg, MS: Site Location



CarMax Hattiesburg, MS: Why We Are Here Today:

- To seek a variance of the maximum setback requirement of 150' to allow for a setback of 260' as listed in the Land Development Code Table 6.1
- To be allowed similar setbacks and site configurations as similar uses in the Hattiesburg Auto Row. Ford: 400ft; Nissan: 480ft; Toyota: 365ft

CarMax Hattiesburg, MS: Site Orientation



CarMax Hattiesburg, MS: Concept Site Plan



JACKSON ROAD
(SIDE)



CarMax Hattiesburg, MS: Concept Building Elevation



CarMax Hattiesburg, MS: Concept Building Elevation



CarMax Hattiesburg, MS: Approval Criteria (Setback):

- Hardship
- Highest and Best Use
- Minimum Required
- Conformance with the Purpose of this Code

thank you

FOR JOINING THE CARMAX COMMUNITY

Questions?





Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director

cc:

Date: Tuesday, October 19, 2021

Re: Approve or Deny a petition filed by Daniel Jussely and Rob Tatum, Representatives, and Hub City Lofts 2, LLC, Owner, to request a Conditional Use as “Multi--Family” in B--4 (Downtown Business) District as defined by the LDC for a certain property located at 215 Forrest Street (Ward 4). The Planning Commission recommended to Approve on October 6, 2021.
File Number: 2021-1231
Minute Book #

Summary

215 Forrest Street – Conditional Use - “Multi-Family in B-4”

Recommendation Statement

Please place this on the October 19, 2021 City Council meeting for consideration.

SUBJECT PARCEL:
215 Forrest Street

Hub City Lofts 2, LLC, Owner

The petitioner requests to request a Conditional Use as “Multi-Family” in B-4 (Downtown Business) District as defined by the LDC for a certain property located at 215 Forrest Street (Parcels 2-029J-10-247.00, 2-029J-10-246.00; PPINs 21816, 21815; Ward 4).

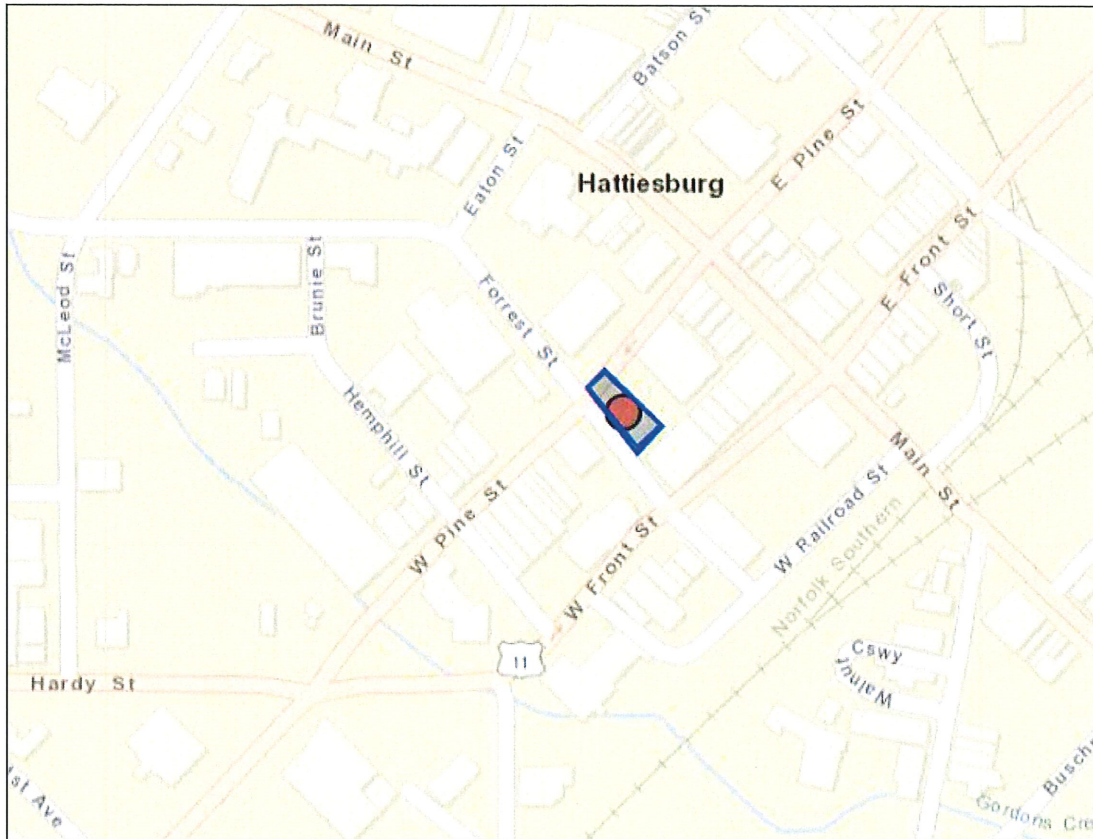


Forrest Street Façade

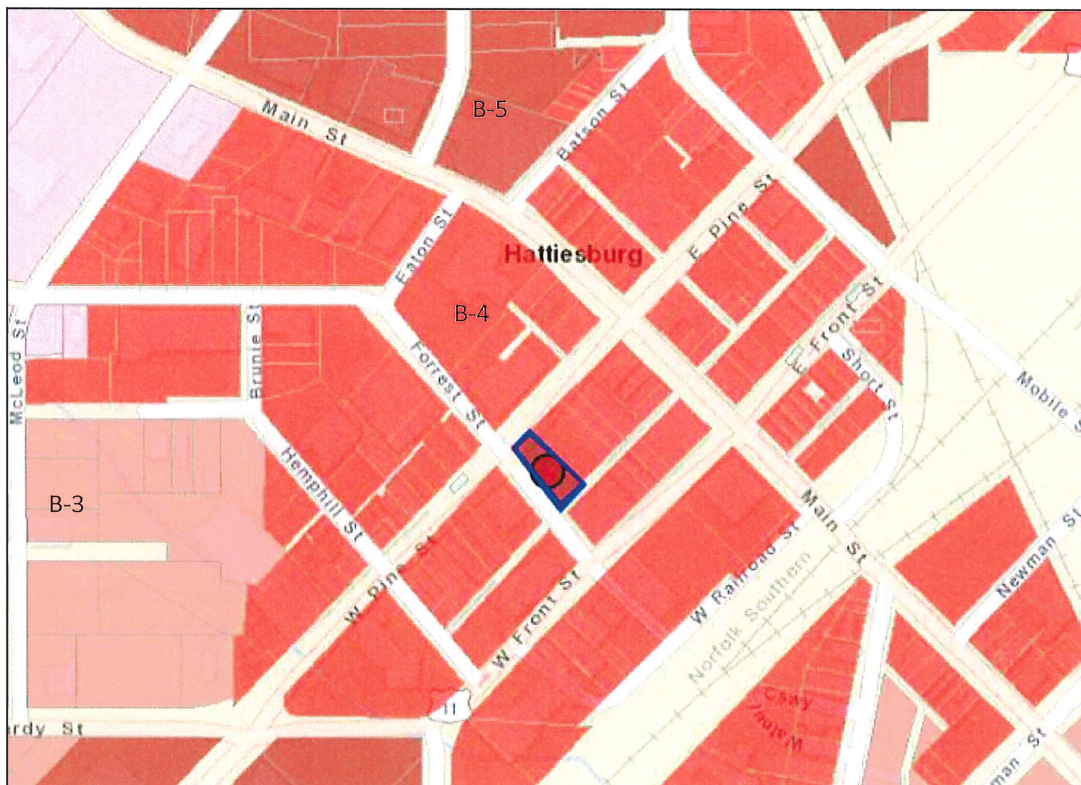
West Pine Façade



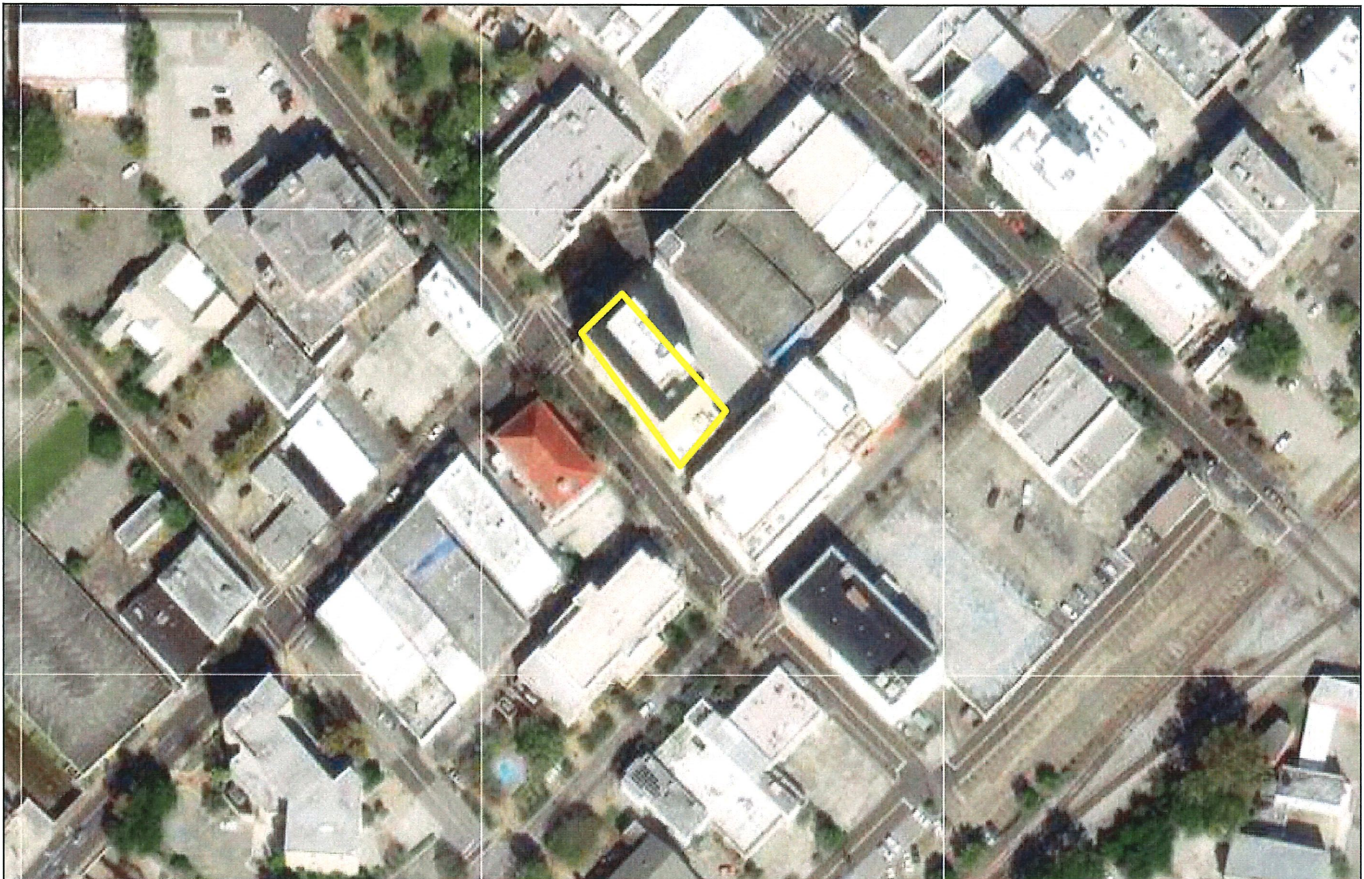
Vicinity Map—Ward 4



Zoning—B-4



Site Aerial



SURROUNDING AREA

Northern Direction: B-4 (Downtown)
District/ Post Office



Southern Direction: B-4 (Downtown)
District/ Civic Building



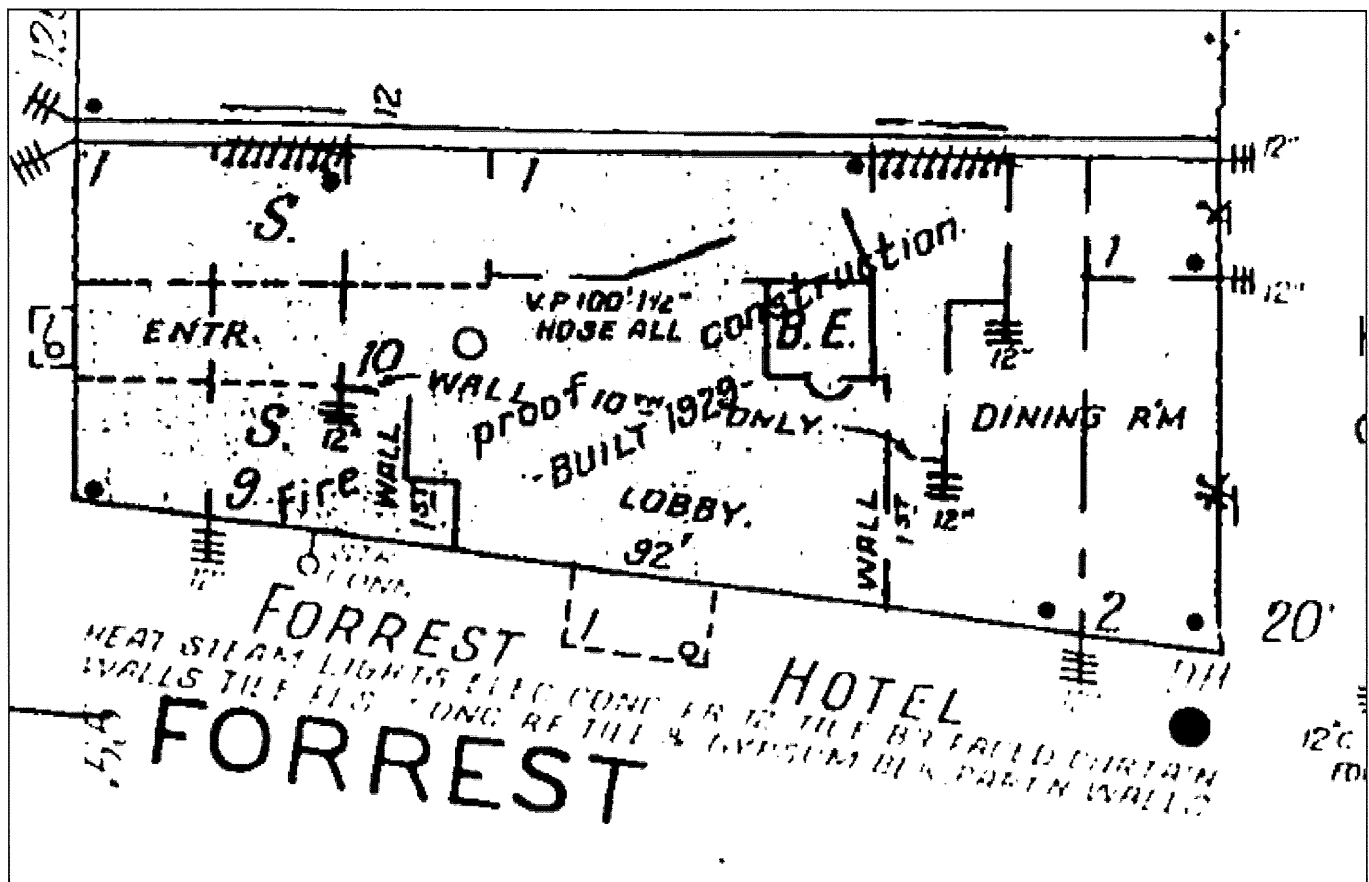
Eastern Direction: B-4 (Downtown)
District/ Theater



Western Direction: B-4 (Downtown)
District/ Mixed Use



1931 Sanborn Map of Forrest Hotel, Provided by Historic Planner



Historic Photos, Provided by Historic Planner

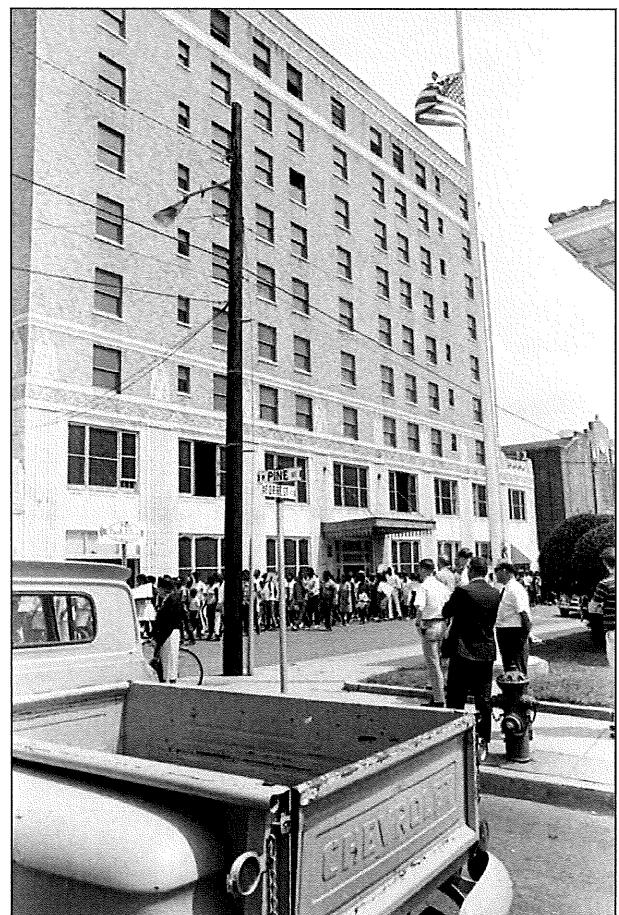


HAHS

The Diamond Shop at Forrest Towers



Forrest Hotel Coffee Shop, c .1940s



Forrest Hotel, 1968



**Planning Commission
Case Fact Sheet**

Names of Petitioner: Daniel Jussely and Rob Tatum, Representatives and Hub City Lofts 2, LLC, Owner

Address of Property:	Tax Parcel	PPIN:	Ward:
215 Forrest Street	2-029J-10-247.00	21816	4
	2-029J-10-246.00	21815	

Request: **Conditional Use (Multi-Family Residential)**

Purpose of Request: To consider an application to request a Conditional Use as "Multi-Family" in B-4 (Downtown Business) District as defined by the LDC for a certain property located at 215 Forrest Street (Parcels 2-029J-10-247.00, 2-029J-10-246.00; PPINs 21816, 21815; Ward 4).

Applicant Summary: See Attached

Applicable Regulations:

SECTION 4

Zoning Districts Established

4.5.11 B-4 Downtown District: The Downtown Business District is intended to promote the concentration and vitality of commercial and business uses in the historic central business area of the City and as such, encourages a mixture of complementary uses with a pedestrian orientation. This district is characterized by wall-to-wall and lot-line-to-lot-line development, pedestrian walkways, a vertical mix of uses, upper floor residential uses, and off-street public parking lots.

5.4.18 Additional Conditions for Use:

5.4.18 Dwelling, Two-Family and Multi-Family

5.4.18.1 On infill development sites in residential districts, multi-family buildings shall be designed to blend in with surrounding

single-family residential buildings to the maximum extent practicable with regards to building design, setbacks, driveway and garage design and location, porches, and sidewalks.

5.4.18.2 Site designs shall create a sense of “neighborhood” and shall meet the following requirements:

- i. Buildings shall be sited with front entrances and porches oriented toward streets, drives, and plazas, rather than clustered around parking lots.
- ii. An internal vehicular circulation system for private streets, when included, shall be reflective of a single-family residential street system.
- iii. Parking lots shall be located behind buildings, except where it is deemed appropriate to use a parking lot as a buffer from an arterial street, or where such parking area will directly abut a property line exterior to the development site when located in or adjacent to a residential district.
- iv. Walkways shall connect all buildings with parking areas, play areas, clubhouses, and existing public sidewalks adjacent to the development site.
- v. Plazas, clubhouses, pools, and recreational facilities shall be centrally located, when provided.

5.4.18.3 Building designs that create variety and do not look monotonous if replicated throughout the development shall be required. Such designs shall include the following:

- i. Side and rear building elevations, garages, carports, and all accessory structures shall have the same level of design, aesthetic quality, and architectural detailing.
- ii. Porches, varied rooflines, and varied façade depths shall be provided to create variety and individuality of each building.
- iii. Windows and projecting wall surfaces shall be used to break up larger wall surfaces, establish visual interest and provide visibility of the street and other public spaces encouraging social interaction.
- iv. Protective entry courts, common vestibules, covered breeze ways, or enclosed stair halls shall be used to reduce the number of visible doors, unless designed in a row house or townhouse manner oriented toward the street.
- v. Garages shall be designed to be integrated with the building design or sited so as to avoid long monotonous rows of garage doors and building walls. Garages shall be oriented so that they do not visually dominate the building façade or the streetscape.

Downtown District (Comprehensive Plan 2008-2028)

The Downtown District is the historic central business district. In this district, land uses are promoted that are consistent with the special character and quality befitting the historic center of commerce and public activity. The historic development patterns and building arrangements are promoted and should be reinforced through amendments to the Land Development Code.

› *District Characteristics*

The characteristics of this district include the following: buildings that are constructed to the front property line and share common walls with adjacent buildings; on-street parking areas or shared parking in public lots; mixed land uses, including residential uses, within the same building; a higher percentage of publicly-owned buildings and lands; public parks and small private courtyards and green spaces; and an overall higher density of development.

› *District Land Uses*

The following land uses should be found in this district: various types of retail and service businesses, such as specialty shops and restaurants; anchor businesses, such as grocery stores, that draw residents to the district; public uses, such as city, county, state and federal offices, public parks and community centers; higher density residential uses, including condominiums and second-floor apartments; arts-related businesses, museums and cultural centers; and offices and employment centers.

Present Zoning: This parcel is currently zoned B-4 (Downtown Business) District

Present Use: Vacant Building

Future Land Use: Downtown District

**Surrounding Zoning
and Land Use:**

North: B-4 (Downtown Business) District/ Post Office
South: B-4 (Downtown Business) District/ Civic Building
East: B-4 (Downtown Business) District/ Theater
West: B-4 (Downtown Business) District/ Mixed Use

**Most Nearly
Bounded By (streets):**

The parcel is most nearly bounded by W Pine Street to the northwest, Forrest Street to the southwest, W Front Street to the southeast, and Main Street to the northeast. The parcel is accessible from W Pine, Forrest Street, and an unnamed alley.

**Letters or
Concerns stated:**

The Planning Division Office has not received any letters or other written communications relative to this case, as of September 24, 2021.

The Historic Planner provided a Memo on the Request.

History / Background:

The petitioner met with the Planning Division to discuss the redevelopment of the historic Forrest Towers building as a multi-family development. Staff informed the applicant that while a mix of uses (See LDC 5.4.20, Dwelling, Mixed-Use) on the first floor would allow for multi-family on the upper floors without a conditional use,

full multi-family use in the building without a commercial component, would require a conditional use.

Site and Design Review Committee (SDRC) has approved a site plan for mixed-use on the first floor that meets the 50% minimum requirement for commercial on the first floor. This was accomplished by the applicant by providing a large “white-boxed” commercial space along W Pine Street that could be built-out and by providing live-work convertible units along Forrest Street to be used for office/studio space. The applicant provided 55% commercial space per the approved plan.

Along with this development, the applicant was concurrently approved to redevelop two other buildings, the Davidson Building (the former Regions Bank building) and the Kress Building in Downtown. These buildings meet the LDC Mixed Use requirements (at least 50% commercial on the first floor) and did not require a conditional use for multi-family. The Davidson Building proposed bank/office/apartment space on the first floor, while the Kress Building proposed civic space (only) on the first floor. SDRC recently approved two other downtown mixed-used (commercial/residential) developments, The Ruins and The Komp. An application for a brand new townhome development in the Downtown Historic District has also been filed.

The alley to the rear of the building has recently been developed as a tourism attraction and regional point-of-destination through a partnership between the City of Hattiesburg and the Convention Commission. It houses the Pocket Museum, ever-changing displays of public art, and regular arts and entertainment events.

Mixed-use is encouraged in B-4 zoning due to the nature of the built environment in the historic city center. Pedestrian engagement with the storefronts, a vertical mix of uses with residential found on the upper floors and commerce conducted on the street-level, help to create a sense of place unique to the historic downtown (See LDC 4.5.11).

The property is in the Hub City Downtown Historic District.

Option: **Basis for approval:**

Applicable conditions listed in 5.4.18 Dwelling, Two-Family and Multi-Family

12.3.3.2 Additional Approval Criteria. In addition to the standards [5.4.18], the applicant for a request for the Planning Commission to approve a use shall be required to demonstrate that his/her proposal addresses the following additional

requirements, except that the Planning Commission may waive any one or more criteria that it determines are not applicable based upon the expected impact of the proposal.

- i. Determination that adequate public facilities and services will be available concurrent with the impacts of the development as evidenced by letters of sufficiency from utilities and schools and a determination by the city engineer that the available capacity of existing streets can safely provide access to the site.
- ii. The proposed development will be compatible with surrounding uses and will protect adjacent properties through the following measures:
 - Protection of privacy. The proposed plan shall provide reasonable visual and auditory privacy for all dwelling units located within and adjacent to the site. Fences, walls, barriers and / or vegetation shall be arranged to protect and enhance the property and to enhance the privacy of on-site and neighboring occupants.
 - Protection of use and enjoyment. The proposed plan shall be designed and arranged to have minimal negative impact on the use and enjoyment of adjoining property.
 - Compatible design and integration. The use meets all design criteria required by this Code that apply and is designed to integrate well both on and off site.



MAYOR
Toby Barker

COUNCIL - WARD ONE
Jeffrey George

COUNCIL - WARD TWO
Deborah Denard Delgado

COUNCIL - WARD THREE
Carter Carroll

COUNCIL - WARD FOUR
Dave Ware

COUNCIL - WARD FIVE
Nicholas Brown

MEMO

September 22, 2021

From: Russell Archer, Historic Preservation Planner

Re: **Forrest Towers Rehabilitation**
215 Forrest St.
Hub City Downtown Historic District

Dear Commissioners,

It is our understanding that the owners of the building commonly known as Forrest Towers (the old Forrest Hotel) are requesting a conditional use to allow for the street level of the building to be used primarily for residential space. The purpose of this memo is to highlight several aspects of the City's *Historic Design Guidelines Manual* that may have a bearing on the above referenced request.

Forrest Towers is in the boundaries of the Hub City Downtown Historic District and is also a "Contributing" resource in the Hub City National Register District (amended 2012). In fact, it is one of the more prominent and recognizable landmarks in downtown Hattiesburg, sitting at high profile corner that was once home to City Hall and Fire Station No. 1.

As a resource within the boundaries of a designated conservation district, Forrest Towers falls under the purview of the Hattiesburg Historic Conservation Commission (HHCC) and, therefore, must adhere to the HHCC's *Historic Design Guidelines Manual*. *Please note that, in cases where the property owners are applying for Historic Rehabilitation Tax Credits, the HHCC typically defers to the Mississippi Department of Archives and History to ensure that the project meets the Secretary of the Interior's *Standards for Rehabilitation*. There are a few exceptions to this policy including significant site changes, lighting, hardscaping, fencing, and signage – all items that require HHCC approval in the form of a *Certificate of Appropriateness*.

Of particular importance in reviewing this proposal are two sections of the Design Guidelines Manual that address "Mixed-use Development" and "Ground Floor Treatment" of buildings within the downtown commercial district. The reference for these sections is at the end of this memo.

Addressing downtown in a broader scope than “bricks and mortar” is based upon the recognition that historic preservation and downtown revitalization efforts are symbiotic and must work in concert to assure any degree of success. For example, significant focus is placed upon pedestrian engagement, which can include everything from accessibility to safety to the aesthetic value of storefronts and vegetation.

Jeff Siegler, a downtown revitalization consultant that was invited by the Downtown Hattiesburg Association to visit the city earlier this year, is among many reputable experts that consistently discourage using the first floor of a downtown building as a residence. Siegler makes the point that “downtowns are the central marketplace of a city...it provides residents a convenient hub to acquire needed goods and services. This is healthy for a city because residents need access to goods and services to remain alive and it provides residents with a common gathering place where they have a chance to interact with one another,” giving that sense of community that is the “glue that holds everyone together”. The downtown must function as the central marketplace for a city to succeed. If the downtown cannot function in that manner and people have no centralized, walkable options for goods and services, they will take their money out of the downtown area and potentially out of their own community.

Historically, the sidewalks of even modest sized cities were thick with citizens perusing display windows, coming in from the sidewalk and taking advantage of a multitude of retail or service-related offerings. Indeed, Forrest Towers in its early decades featured an expansive lobby, a dining room, and two independent retail spaces that drew patrons from W Pine St. and also from the building lobby. In later decades, the building became known for its coffee shop and for businesses like jewelry shops and even political campaign headquarters – its location was ideal for attracting pedestrians from the sidewalk.

The Historic Design Guidelines place a high value on pedestrian engagement as a key component of fostering a vibrant and viable business environment. When street-level spaces are used for purposes that do not engage pedestrians, not only does it negatively impact the aesthetics of commercial blocks (blank walls, dark windows, inadequate lighting) it negatively affects the perception of citizens expecting a vibrant and energetic downtown. In fact, it can create an unwelcoming environment that causes one to question personal safety.

The Historic Design Guidelines Manual addresses this in the following ways:

Section V. Area-Wide Guidelines: Mixed Use Development

Property owners are encouraged to consider combining uses within commercial buildings, for example, using upper floors for housing while lower floors are used for retail or other purposes.

Section VI. Guidelines for Non-Residential Buildings: Ground Floor Treatment

Design ground floor space for retail or other active uses, orienting tenant spaces to the street and maximizing storefronts and entries along the sidewalks to sustain street level interest and promote pedestrian traffic.

Recommended

Locate active uses along the street façade to enhance the building’s relationship to the public realm. Uses may include: lobbies, dining rooms, seating areas, offices, retail stores, community or institutional uses.

Street-level windows should utilize only clear glass for maximum transparency, especially in conjunction with retail and hotel uses. Dark tinted, reflective or opaque glazing is not recommended for any wall opening along street level facades.

A building’s primary entrance, defined as the entrance which provides the most direct access to a building’s main lobby and is kept unlocked during business hours, should be located on a public street or on a courtyard or plaza that is connected and visible from a public street.

Recommended (cont.)

Maintain a pedestrian-oriented scale at the street level, with respect to awnings and canopies, street walls, entrances, windows, doors.

Avoid locating “back of house” or utilitarian uses along street frontage

We are very pleased to hear of the plans to rehabilitate Forrest Towers and return it to a productive use. However, we feel that the long term viability of downtown hinges upon using the tools that are available to us to create the outcomes that will benefit the community as a whole. Reactivation of downtown’s street level spaces for retail will certainly help move us in that direction.

Conditional Use (2 pages)

12.3.3.1 Compliance Required. Uses requiring Planning Commission approval, as noted in the Tables of Uses in Section 5 of this Code, shall be approved subject to this Section. Any application for such use must comply with all applicable standards that apply to similar uses and properties in the zoning district in general, the specific conditions listed for that use in Section 5, and the following criteria. Where conflicts exist, the Planning Commission shall determine which criteria apply on a case by case basis.

1. Does this application meet the conditions set forth in Section 5 for the requested use? If yes, please explain.

This is an existing structure in B-4 Downtown District. We want the ability to use the ~~basement~~ initial floor as multi-family dwelling, which requires a conditional use

2. Describe the effects the proposed use of utilities and facilities will have on the community.

No additional stress on utilities & facilities

3. Describe how the size of the site is appropriate for the proposed use.

This is an existing structure.

4. Will there be any additional pedestrian or vehicular traffic generated by the proposed use? _____

If yes, please explain:

No, just some additional dwelling units

5. Will there be any elevation in the noise level resulting from this proposed use? No

If yes, please explain:

6. What is the expected number of customers/employees per day? none

7. Parking Requirements:

Commercial/Industrial: Paved parking will be provided for _____ vehicles, and
_____ ADA vehicle(s); with _____ loading spaces.

parking already exists

For more information please reference the Land Development Code Section 12.3.3.2.

**MINUTES OF THE
REGULAR MEETING OF THE
HATTIESBURG PLANNING COMMISSION
October 6, 2021**

The Hattiesburg Planning Commission did meet in a regular session on October 6, 2021, at 1:02 p.m. at the Jackie Dole Community Center, 220 West Front Street, Hattiesburg, Mississippi. Mark Miller, Chair, presided over the meeting. Due to the ongoing COVID-19 pandemic, CDC recommended social distancing guidelines were observed. Staff utilized GoToMeeting, an online meeting, desktop sharing, and telephone/video conferencing platform to give Commissioners, petitioners, and the public the option to participate remotely. A quorum was indicated and the attendance was as follows:

Commissioners Present: Dick Conville
Michael Dickerson (via GoToMeeting)
Amy Hinton, Vice-Chair
Elayne Lockett
Mark Miller, Chair
Rebekah Ray
Rhoda A. Pickett
Kenneth Waites

Commissioners Absent: Ricardo Bryant
Charles Dawe
Jeff Keysear

Also Present: Andrew Ellard, Director
Jim Gladden, Esq.
Caroline Miles, Planner
Steve Mitchell, Building Official
Nathan Satcher, Planning

AGENDA REVIEW

There came the matter of the October Agenda. A request was made by Chair Miller for a motion to approve the October 2021 Agenda. A motion to approve was made by Commissioner Hinton and seconded by Commissioner Conville.

Commissioners voting aye: Dick Conville
Michael Dickerson (via GoToMeeting)
Amy Hinton, Vice-Chair
Mark Miller, Chair
Rebekah Ray
Rhoda A. Pickett
Kenneth Waites

Commissioners voting nay: None

Commissioners absent for vote: Elayne Lockett

MINUTES REVIEW

There came the matter of the September 1, 2021 minutes. Commissioner Ray emailed staff corrections to the minutes prior to the meeting. A motion was made by Commissioner Ray to approve the September 1 minutes, with the corrections. Commissioner Pickett seconded the motion.

Commissioners voting aye: Dick Conville
Michael Dickerson (via GoToMeeting)
Amy Hinton, Vice-Chair

Mark Miller, Chair
Rebekah Ray
Rhoda A. Pickett
Kenneth Waites

Commissioners voting nay: None
Commissioners absent for vote: Elayne Lockett

REPORTS

BUILDING REPORT

Steve Mitchell, Building Official, provided the Building Permit Report for September 2021. Staff emailed copies to the Commissioners prior to the meeting, and physical copies were provided to Commissioners who attended in person.

PLANNING REPORT

There came the matter of the Planning Report by Caroline Miles, Planner. On September 21, 2021, City Council approved the R-1A to B-5 rezone near 6751 Hwy 49 (HPC Approval Upheld), approved conditional use for gravel surface at 6751 (HPC Approval Upheld), approved conditional use for a school in R-1A at 321 S 24th Ave (HPC Approval Upheld) and denied the zoning change from R-1C to B-1 at 705 Hall Avenue, (HPC provided no recommendation). Andrew Ellard, Director, provided an update on the East Hardy/Hall Avenue Overlay District, which had officially launched the previous day. Additionally, he stated that Staff would be presenting LDC amendments for “Institutional” Zoning and “Accessory Dwelling Unit” uses in the coming months.

CHAIR’S REPORT

There came the matter of the Chair’s Report by Chair Mark Miller. Chair Miller thanked the Commissioners for their robust in-person attendance. He stated that Commissioner Dawe was out due to a conference obligation, though Commissioner Dawe very thoughtfully waited until Staff had secured a meeting quorum before he made plans to attend the conference.

INTRODUCTIONS

The Commissioners introduced themselves.

PUBLIC HEARING – PLANNING COMMISSION

There came the matter of Item A (Alley Closure), to consider a request filed by Pastor Janette L. Furry, Applicant, as required in the Land Development Code, Ord. No. 3209, to close and vacate a portion of an unimproved alley, which is located north of East Hardy Street, south of Jersey Street, east of North Tipton Street, and to the west of Oak Street (between Parcels 2-030L-11-111.00, 2-030L-11-110.00, 2-030L-11-105.00; PPINs 20271, 20260, 20258; Ward 2).

	<u>Name</u>	<u>Address</u>	<u>City/State</u>
<u>Presented by:</u>	Allena Royal	914 Spencer St.	Hattiesburg, MS
<u>Proponents:</u>	None		
<u>Opponents:</u>	None		

Allena Royal, representative of Victory Church, presented the application.

Chair Miller declared the Public Hearing closed and the Business Meeting open for voting on the request (Item A). Commissioner Conville made a motion to approve the request Commissioner Hinton seconded the motion. Ms. Miles conducted a roll-call vote.

Commissioners attending in person submitted physical voting sheets as well.

Commissioners voting aye: Dick Conville
Michael Dickerson (via GoToMeeting)
Amy Hinton, Vice-Chair
Elayne Lockett
Mark Miller, Chair
Rebekah Ray
Rhoda A. Pickett
Kenneth Waites

Commissioners voting nay: None

There came the matter of Item B (Conditional Use), to consider petition has been filed by Daniel Jussely and Rob Tatum, Representatives, and Hub City Lofts 2, LLC, Owner, to request a Conditional Use as “Multi-Family” in B-4 (Downtown Business) District as defined by the LDC for a certain property located at 215 Forrest Street (Parcels 2-029J-10-247.00, 2-029J-10-246.00; PPINs 21816, 21815; Ward 4).

	<u>Name</u>	<u>Address</u>	<u>City/State</u>
<u>Presented by:</u>	Daniel Jussely	11 Parkway Blvd	Hattiesburg, MS
<u>Proponents:</u>	Andrea Saffle	409 Walnut Street	Hattiesburg, MS
<u>Opponents:</u>	None		

Daniel Jussely presented the application. He stated that while Hub City Lofts would love to rent the bottom of the building out as commercial space, they had had issues renting out other commercial spaces in other buildings they had renovated downtown. He stated they have had one space that has been empty for eight years. Because of this, they wanted the option of being able to make the entire first floor residential, including the W Pine frontage.

Andrea Saffle, Director, Downtown Hattiesburg Association (DHA), spoke on the issue of market demands. She stated that it is the stance of the DHA that they prefer commercial on the first floor of downtown buildings, but she appreciates the struggles of Mr. Jussely having difficulty renting some of the Hub City Lofts commercial spaces. She stated that in her role with the DHA, people looking to open businesses downtown had come to her seeking smaller commercial spaces. These size units, 1000-1500 sf, are not readily available downtown. She stated the space that Mr. Jussely referenced that had been empty for many years is much larger (2400 sf) than what start-up tenants are seeking. She stated with the development of the alley behind the building, the increase of residential dwelling units in downtown, and other regularly occurring events that are drawing people into downtown, Hattiesburg is at a crucial tipping point of being able to support downtown businesses. She stated she supports their application because she is certain that they will be able to fill the bottom floor with commercial spaces rather than residential.

Chair Miller declared the Public Hearing closed and the Business Meeting open for voting on the request (Item B). Commissioner Conville made a motion to approve the item. Commissioner Hinton seconded the motion. Ms. Miles conducted a roll-call vote. Commissioners attending in person submitted physical voting sheets as well.

Commissioners voting aye: Dick Conville
Michael Dickerson (via GoToMeeting)
Amy Hinton, Vice-Chair

Elayne Lockett
Mark Miller, Chair
Rebekah Ray
Rhoda A. Pickett
Kenneth Waites

Commissioners voting nay: None

BUSINESS MEETING

Having no further business, Commissioner Hinton made a motion to adjourn the meeting.
The motion was seconded by Commissioner Lockett. The meeting was adjourned at 1:51 PM.

Mark Miller, Chair

Caroline Miles, Planner



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director

cc: Wiley Quinn, Code Enforcement Division Manager

Date: Tuesday, October 19, 2021

Re: Adopt Resolutions adjudicating and directing the placement as an assessment for the cleanup costs and applicable penalties, not to exceed the values prescribed by State law, against the following properties.
File Number: 2021-1223
Minute Book #

Summary

Adopt Resolutions of Adjudication 10 19 2021

Recommendation Statement

I recommend the adoption of resolutions adjudicating property maintenance costs and penalties for the properties on the attached list.

Please place this on the October 19, 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
Dave Ware

COUNCIL - WARD FIVE
Nicholas Brown

TO: Mayor and City Council

FR: Wiley Quinn, Code Enforcement Manager

DATE: October 19, 2021

RE: Adopt Resolutions of Adjudication

I recommend adopting Resolutions adjudicating and directing the placement as an assessment for the cleanup cost and Title Opinion cost, not to exceed the value of the property by State Law, against the following properties.

Owner	Address	Clean Up Costs	WARD	PPIN
Frankie Brown & Ollie Haney	507 Katie Avenue	\$548.00	2	23831
Fannie L. Ford c/o Jerry Ford	515 E. 5 th Street	\$9,070.77	2	18892
Robert & Mary B. Rogers	1215 Dewey Street	\$536.00	2	20335
Marshall L & Alease H. Minter	102 S. 11 th Avenue	\$522.00	4	16763
Alex W. Duncan	105 S. 11 th Avenue	\$494.00	4	16786
Miles A. McBride	115 S. 10 th Avenue	\$480.00	4	16772
Lindsey Gary & Etal	202 S. 14 th Avenue	\$498.00	4	16886
Patricia Baker	211 S. 24 th Avenue	\$550.00	4	16569
Berry E. Tyler	508 S. 19 th Avenue	\$202.00	4	16400
Vernon & Victoria Toussaint	706 Duane Street	\$532.00	4	22846
Ronald & Minnie Patton	811 Duane Street	\$480.00	4	22926

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the 19th day of October, the following Resolution:

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

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

RESOLUTION

INDEXING INSTRUCTIONS: BEG 100FT E NW COR LT 14 S 200 FT E50FT N 200FT W 50FT TP BEG BLK 102 PREV #:H0812-08-021

WHEREAS, Section 21-19-11 of the Mississippi Code of 1972, Annotated, authorizes the governing authorities of municipalities to adjudicate applicable penalties, plus the actual cost to the City of Hattiesburg for cleaning properties that have been determined to be in such a state of uncleanliness as to be a menace to the public health and safety of the community, when the owner has failed, after appropriate notice, to clean said property; and

WHEREAS, the following property has been cleaned by CITY OF HATTIESBURG/PUBLIC WORKS on behalf of the City.

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

Section 1. That the City Council of the City of Hattiesburg does hereby adjudicate and direct the placement as an assessment the cleanup cost, plus applicable penalty against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Frank Brown and Ollie Haney	507 Katie Avenue	2-038B-15-139.00	\$548.00
			Total: \$548.00

BEG 100FT E NW COR LT 14 S 200 FT E50FT N 200FT W 50FT TP BEG BLK 102 PREV #:H0812-08-021

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

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

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

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted this the 19th day of October 2021.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 19th day of October 2021.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the 19th day of October, the following Resolution:

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

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

RESOLUTION

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

WHEREAS, Section 21-19-11 of the Mississippi Code of 1972, Annotated, authorizes the governing authorities of municipalities to adjudicate applicable penalties, plus the actual cost to the City of Hattiesburg for cleaning properties that have been determined to be in such a state of uncleanness as to be a menace to the public health and safety of the community, when the owner has failed, after appropriate notice, to clean said property; and

WHEREAS, the following property has been cleaned by CITY OF HATTIESBURG/PUBLIC WORKS on behalf of the City.

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

Section 1. That the City Council of the City of Hattiesburg does hereby adjudicate and direct the placement as an assessment the cleanup cost, plus applicable penalty against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Fannie Lois Ford c/o Jerry Ford	515 E. 5th Street	2-029G-03-573.00	\$9,070.77
			Total: \$9,070.77

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

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

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

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

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted this the 19th day of October 2021.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 19th day of October 2021.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the 19th day of October, the following Resolution:

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

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

RESOLUTION

INDEXING INSTRUCTIONS: Lot Nine (9) and Lot Ten (10), Block Three (3), of the Mayflower Park Subdivision to the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map of plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi

WHEREAS, Section 21-19-11 of the Mississippi Code of 1972, Annotated, authorizes the governing authorities of municipalities to adjudicate applicable penalties, plus the actual cost to the City of Hattiesburg for cleaning properties that have been determined to be in such a state of uncleanliness as to be a menace to the public health and safety of the community, when the owner has failed, after appropriate notice, to clean said property; and

WHEREAS, the following property has been cleaned by CITY OF HATTIESBURG/PUBLIC WORKS on behalf of the City.

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

Section 1. That the City Council of the City of Hattiesburg does hereby adjudicate and direct the placement as an assessment the cleanup cost, plus applicable penalty against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Mary B & Robert Rogers	1215 Dewey Street	2-029B-03-254.00	\$536.00
			Total: \$536.00

Lot Nine (9) and Lot Ten (10), Block Three (3), of the Mayflower Park Subdivision to the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map of plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi

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

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

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

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted this the 19th day of October 2021.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 19th day of October 2021.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the 19th day of October, the following Resolution:

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

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

RESOLUTION

INDEXING INSTRUCTIONS: Lot Ten (10), Block One (1) of the Hattiesburg Heights Proper Survey in the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging.

WHEREAS, Section 21-19-11 of the Mississippi Code of 1972, Annotated, authorizes the governing authorities of municipalities to adjudicate applicable penalties, plus the actual cost to the City of Hattiesburg for cleaning properties that have been determined to be in such a state of uncleanness as to be a menace to the public health and safety of the community, when the owner has failed, after appropriate notice, to clean said property; and

WHEREAS, the following property has been cleaned by CITY OF HATTIESBURG/PUBLIC WORKS on behalf of the City.

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

Section 1. That the City Council of the City of Hattiesburg does hereby adjudicate and direct the placement as an assessment the cleanup cost, plus applicable penalty against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Marshall L & Alease H. Minter	102 S. 11th Avenue	2-029M-09-074.00	\$522.00
			Total: \$522.00

Lot Ten (10), Block One (1) of the Hattiesburg Heights Proper Survey in the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging.

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

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

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

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted this the 19th day of October 2021.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 19th day of October 2021.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the 19th day of October, the following Resolution:

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

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

RESOLUTION

INDEXING INSTRUCTIONS: The North 16.5 feet of Lot 20; All of Lots 21 & 22; and the South One Half of Lot 23 all in Block 2, Hattiesburg Heights Proper Survey of the City of Hattiesburg, a subdivision according to the official map or plat thereof on file and of record in the office of the Chancery Clerk of Forrest County, Mississippi, in plat Book 4 at Page 15, Plat Slide A-55

WHEREAS, Section 21-19-11 of the Mississippi Code of 1972, Annotated, authorizes the governing authorities of municipalities to adjudicate applicable penalties, plus the actual cost to the City of Hattiesburg for cleaning properties that have been determined to be in such a state of uncleanness as to be a menace to the public health and safety of the community, when the owner has failed, after appropriate notice, to clean said property; and

WHEREAS, the following property has been cleaned by CITY OF HATTIESBURG/PUBLIC WORKS on behalf of the City.

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

Section 1. That the City Council of the City of Hattiesburg does hereby adjudicate and direct the placement as an assessment the cleanup cost, plus applicable penalty against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Alex Wayne Duncan	105 S. 11th Avenue	2-029M-09-079.00	\$494.00
			Total: \$494.00

The North 16.5 feet of Lot 20; All of Lots 21 & 22; and the South One Half of Lot 23 all in Block 2, Hattiesburg Heights Proper Survey of the City of Hattiesburg, a subdivision according to the official map or plat thereof on file and of record in the office of the Chancery Clerk of Forrest County, Mississippi, in plat Book 4 at Page 15, Plat Slide A-55

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

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

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

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted this the 19th day of October 2021.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 19th day of October 2021.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the 19th day of October, the following Resolution:

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

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

RESOLUTION

INDEXING INSTRUCTIONS: The North one-half of Lot No. Twenty (20), and the South Forty (40) feet of Lot Twenty-One (21) in Block One (1) of the Hattiesburg Heights roper Survey of the City of Hattiesburg, Forrest County, Mississippi, according to the official map or plat thereon=f on file and of record in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements and appurtenances thereunto belonging, which property is known as Municipal No. 115 Tenth Avenue, in the said City of Hattiesburg, Forrest County, Mississippi

WHEREAS, Section 21-19-11 of the Mississippi Code of 1972, Annotated, authorizes the governing authorities of municipalities to adjudicate applicable penalties, plus the actual cost to the City of Hattiesburg for cleaning properties that have been determined to be in such a state of uncleanliness as to be a menace to the public health and safety of the community, when the owner has failed, after appropriate notice, to clean said property; and

WHEREAS, the following property has been cleaned by CITY OF HATTIESBURG/PUBLIC WORKS on behalf of the City.

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

Section 1. That the City Council of the City of Hattiesburg does hereby adjudicate and direct the placement as an assessment the cleanup cost, plus applicable penalty against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Miles Ann McBride	115 S. 10th Avenue	2-029M-09-007.00	\$480.00
			Total: \$480.00
The North one-half of Lot No. Twenty (20), and the South Forty (40) feet of Lot Twenty-One (21) in Block One (1) of the Hattiesburg Heights roper Survey of the City of Hattiesburg, Forrest County, Mississippi, according to the official map or plat thereon=f on file and of record in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements and appurtenances thereunto belonging, which property is known as Municipal No. 115 Tenth Avenue, in the said City of Hattiesburg, Forrest County, Mississippi.			

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

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

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

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted this the 19th day of October 2021.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 19th day of October 2021.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the 19th day of October, the following Resolution:

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

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

RESOLUTION

INDEXING INSTRUCTIONS: The West 110.0 feet, Lots 3 and 4, Block 10 Hattiesburg Heights Proper Survey, Hattiesburg, Forrest County, Mississippi.

WHEREAS, Section 21-19-11 of the Mississippi Code of 1972, Annotated, authorizes the governing authorities of municipalities to adjudicate applicable penalties, plus the actual cost to the City of Hattiesburg for cleaning properties that have been determined to be in such a state of uncleanness as to be a menace to the public health and safety of the community, when the owner has failed, after appropriate notice, to clean said property; and

WHEREAS, the following property has been cleaned by CITY OF HATTIESBURG/PUBLIC WORKS on behalf of the City.

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

Section 1. That the City Council of the City of Hattiesburg does hereby adjudicate and direct the placement as an assessment the cleanup cost, plus applicable penalty against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Lindsey Gary & Etal	202 S. 14th Avenue	2-029M-09-299.00	\$498.00
			Total: \$498.00

The West 110.0 feet, Lots 3 and 4, Block 10 Hattiesburg Heights Proper Survey, Hattiesburg, Forrest County, Mississippi.

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

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

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

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted this the 19th day of October 2021.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 19th day of October 2021.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the 19th day of October, the following Resolution:

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

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

RESOLUTION

INDEXING INSTRUCTIONS: Lot Seven (7) and the North One-Half (N1/2) of Lot Eight (8) in the Block Eleven (11) of the Hattiesburg Height Fourth Survey as per map or plat thereof on file in the Office of the Chancery Clerk of Forrest County, Mississippi,; together with all improvements thereon and appurtenances thereunto belonging.

WHEREAS, Section 21-19-11 of the Mississippi Code of 1972, Annotated, authorizes the governing authorities of municipalities to adjudicate applicable penalties, plus the actual cost to the City of Hattiesburg for cleaning properties that have been determined to be in such a state of uncleanness as to be a menace to the public health and safety of the community, when the owner has failed, after appropriate notice, to clean said property; and

WHEREAS, the following property has been cleaned by CITY OF HATTIESBURG/PUBLIC WORKS on behalf of the City.

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

Section 1. That the City Council of the City of Hattiesburg does hereby adjudicate and direct the placement as an assessment the cleanup cost, plus applicable penalty against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Patricia Baker	211 S. 24th Avenue	2-0280-08-167.00	\$550.00
			Total: \$550.00

Lot Seven (7) and the North One-Half (N1/2) of Lot Eight (8) in the Block Eleven (11) of the Hattiesburg Height Fourth Survey as per map or plat thereof on file in the Office of the Chancery Clerk of Forrest County, Mississippi,; together with all improvements thereon and appurtenances thereunto belonging.

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

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

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

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted this the 19th day of October 2021.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 19th day of October 2021.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the 19th day of October, the following Resolution:

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

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

RESOLUTION

INDEXING INSTRUCTIONS: A part of Lots 13 and 14, Block 15 of the Hattiesburg Heights Third Survey or Addition to the City of Hattiesburg, Forrest County, Mississippi, as per the official map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, and more particularly described as follow, to-wit: Commencing at the Northwest corner of said Lot 13 and run thence South for a distance of 55 feet to the Point of Beginning, and from said Point of Beginning continue South for a distance of 55 feet, thence run East for a distance of 106 feet to the dividing line between Lots 14 and 15, run thence North for a distance of 55 feet, run thence West for a distance of 106 feet to the Point of Beginning; together with all improvements thereon and appurtenances thereunto belonging. Commonly known as: 508 S. 19th Avenue, Hattiesburg, MS 39401.

WHEREAS, Section 21-19-11 of the Mississippi Code of 1972, Annotated, authorizes the governing authorities of municipalities to adjudicate applicable penalties, plus the actual cost to the City of Hattiesburg for cleaning properties that have been determined to be in such a state of uncleanness as to be a menace to the public health and safety of the community, when the owner has failed, after appropriate notice, to clean said property; and

WHEREAS, the following property has been cleaned by CITY OF HATTIESBURG/PUBLIC WORKS on behalf of the City.

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

Section 1. That the City Council of the City of Hattiesburg does hereby adjudicate and direct the placement as an assessment the cleanup cost, plus applicable penalty against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Berry E. Tyler	508 S. 19th Avenue	2-028P-08-274.00	\$202.00
			Total: \$202.00

A part of Lots 13 and 14, Block 15 of the Hattiesburg Heights Third Survey or Addition to the City of Hattiesburg, Forrest County, Mississippi, as per the official map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, and more particularly described as follow, to-wit: Commencing at the Northwest corner of said Lot 13 and run thence South for a distance of 55 feet to the Point of Beginning, and from said Point of Beginning continue South for a distance of 55 feet, thence run East for a distance of 106 feet to the dividing line between Lots 14 and 15, run thence North for a distance of 55 feet, run thence West for a distance of 106 feet to the Point of Beginning; together with all improvements thereon and appurtenances thereunto belonging. Commonly known as: 508 S. 19th Avenue, Hattiesburg, MS 39401.

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

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

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

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted this the 19th day of October 2021.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 19th day of October 2021.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the 19th day of October, the following Resolution:

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

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

RESOLUTION

INDEXING INSTRUCTIONS: Lot 13 Block 2 of Parkview Subdivision of the City of Hattiesburg, Forrest County, State of Mississippi, as per the official plat of said subdivision on file and of record in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements and appurtenances thereunto belonging

WHEREAS, Section 21-19-11 of the Mississippi Code of 1972, Annotated, authorizes the governing authorities of municipalities to adjudicate applicable penalties, plus the actual cost to the City of Hattiesburg for cleaning properties that have been determined to be in such a state of uncleanness as to be a menace to the public health and safety of the community, when the owner has failed, after appropriate notice, to clean said property; and

WHEREAS, the following property has been cleaned by CITY OF HATTIESBURG/PUBLIC WORKS on behalf of the City.

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

Section 1. That the City Council of the City of Hattiesburg does hereby adjudicate and direct the placement as an assessment the cleanup cost, plus applicable penalty against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Vernon & Victoria Toussaint	706 Duane Street	2-029L-09-101.00	\$532.00
			Total: \$532.00

Lot 13 Block 2 of Parkview Subdivision of the City of Hattiesburg, Forrest County, State of Mississippi, as per the official plat of said subdivision on file and of record in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements and appurtenances thereunto belonging

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

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

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

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted this the 19th day of October 2021.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 19th day of October 2021.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the 19th day of October, the following Resolution:

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(601) 554-1027

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

RESOLUTION

INDEXING INSTRUCTIONS: Lot 6 Block 1, of the Pine Acres Subdivision 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.

WHEREAS, Section 21-19-11 of the Mississippi Code of 1972, Annotated, authorizes the governing authorities of municipalities to adjudicate applicable penalties, plus the actual cost to the City of Hattiesburg for cleaning properties that have been determined to be in such a state of uncleanness as to be a menace to the public health and safety of the community, when the owner has failed, after appropriate notice, to clean said property; and

WHEREAS, the following property has been cleaned by CITY OF HATTIESBURG/PUBLIC WORKS on behalf of the City.

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

Section 1. That the City Council of the City of Hattiesburg does hereby adjudicate and direct the placement as an assessment the cleanup cost, plus applicable penalty against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Ronald & Minnie Patton	811 Duane Street	2-029L-09-069.00	<u>\$480.00</u>
			Total: \$480.00

Lot 6 Block 1, of the Pine Acres Subdivision 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.

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

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

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

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted this the 19th day of October 2021.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 19th day of October 2021.

ATTEST:

APPROVED:

CITY CLERK

MAYOR



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director

cc: Wiley Quinn, Code Enforcement Division Manager

Date: Tuesday, October 19, 2021

Re: Adopt a Resolution setting Public Hearing on Monday, November 15, 2021 at 4:00 p.m. in the City Council Chambers at City Hall to determine if certain properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community, according to the provision of MS Code 1972, Section 21-19-11.
File Number: 2021-1219
Minute Book #

Summary

Set Public Hearing November 15, 2021, Unsafe Properties

Recommendation Statement

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

Please place this on the October 19, 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: October 19, 2021

RE: Set Public Hearing

The Code Enforcement Division requests that the City Council hold a Public Hearing on Monday, November 15, 2021 to determine if the following properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community, according to the provisions of MS Code 1972, Section 21-19-11.

	Address	PPIN	Ward	Violations	Proposed Actions	Estimated Cost	Estimated Penalty
1.	112 Ellis Avenue	8773	1	US, UE, SUHO, PSF	Cut/Clean Demo	\$11, 315	\$5,657.50
2.	116 Ellis Avenue	18510	1	US, UE, SUHO, PSF	Cut/Clean, Demo	\$11, 315	\$5,657.50

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
Ow1336ner Responsibility=OR

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the 19th day of October, the following Resolution:

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

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

RESOLUTION

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

	Address	PPIN	Ward	Violations
1.	112 Ellis Drive	8773	1	US, UE,SUHO, PSF
2.	116 Ellis Drive	18510	1	US, UE,SUHO, PSF

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

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, that the owners of the above-described properties be notified, as provided by law, of a hearing to be held by the City Council in the City Council Chambers at City Hall in Hattiesburg, Mississippi, at 4:00 p.m. on Monday, November 15, 2021, to determine whether or not the above- described properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community.

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

YEAS:

NAYS:

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 19th day of October, 2021.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 19th day of October, 2021.

ATTEST:

APPROVED:

CITY CLERK

MAYOR



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, October 19, 2021

Re: Adopt Resolution adopting the 2021 Forrest and Lamar County Real and Personal Property Assessment Rolls containing property located within the City of Hattiesburg, in accordance with Section 21-33-9c of the MS Code of 1972.
File Number: 2021-1222
Minute Book #

Summary

Recommendation Statement

Please place this on the October 19, 2021 City Council meeting for consideration.

FORREST COUNTY, MISSISSIPPI
FACT SHEET AND BOARD ORDER

AGENDA ITEM NO. 4 DATE: July 22, 2021

INTRODUCED BY Lance Reid, County Administrator

BRIEF TITLE 2021 Real & Personal Property Assessment Rolls - Adopt Order

EXHIBITS FOR REVIEW State Tax Commission form 60-001

RECOMMENDATION (exact wording for Agenda)
Adopt Order adopting the Real and Personal Property Assessment Rolls for the year 2021
(State Tax Commission form 60-600).

BOARD ACTION

☒	Approved	☐	Rejected
☐	Information only	☐	No Action

Amend to read as follows:

MOTION MADE BY Burkett Ross SECONDED BY Sharon Thompson

MEMBERS VOTED					
DAVID HOGAN	☒	YES	☐	NO	☐ ABSTAIN ☐ ABSENT
SHARON THOMPSON	☒	YES	☐	NO	☐ ABSTAIN ☐ ABSENT
BURKETT ROSS	☒	YES	☐	NO	☐ ABSTAIN ☐ ABSENT
RODERICK WOULLARD	☒	YES	☐	NO	☐ ABSTAIN ☐ ABSENT
CHRIS BOWEN	☒	YES	☐	NO	☐ ABSTAIN ☐ ABSENT

SO ORDERED AND APPROVED On this the 22nd day of July 2021

2021 July
Supervisor's Court July 2021 Term

STATE OF MISSISSIPPI
Forrest County,

ORDER OF THE BOARD OF SUPERVISORS
RE: REAL AND PERSONAL PROPERTY ASSESSMENT ROLLS

This day came on to be considered by the Board of Supervisors of Forrest County, the matter of the assessment of personal property for the year 2021 and of real property for the year 2021 and it appearing affirmatively to this Board that Mary Ann Palmer, Tax Assessor of said County, has completed the assessment of both real and personal property for the said year; that the said assessor filed the real and personal property assessment rolls with the clerk of this Board of Supervisors on or before the 1 of July, 2021 as provided by law; and that said assessor made an affidavit and appended it to each of said rolls; that said affidavit showed that he/she has faithfully endeavored to ascertain and assess all the persons and property in said county; that he/she did not omit any person or thing, and did not place upon, or accept, an under-valuation of any property, through fear, favor or partiality; that he/she required every taxpayer to make the oath required to be taken by the person rendering a list of his/her taxable property, wherever possible; that the said assessor filed with the rolls, under oath, a list showing the name of every taxpayer who failed or refused to make oath to his/her tax list; that this Board of Supervisor, immediately at its July, 2021 meeting proceeded to equalize the said rolls, and has completed such equalization at least ten (10) days before its August, 2021 meeting; That said Tax Assessor attended the meeting of this Board of Supervisors, while it was considering said assessments of persons and property, from day to day, and that he/she rendered all assistance which his/her knowledge and information enabled him/her to give; and that at the said meeting, this Board of Supervisors did then and there cause to be assessed all persons and things, found to be omitted from said rolls, and caused to be correctly valued all property found to be under-valued; that this Board carefully examined the land roll and saw that it embraced all the land in said county, and that it represented said lands as being the property of individuals, or the State, or the United States, according to the fact; that it was taxable or not taxable according to law; that all such property is correctly described so as to be identified with certainty; that there are no double assessments; that all land improperly omitted from the real property rolls has been added thereto by this Board of Supervisors, or under its direction; that all land incorrectly and insufficiently described has been properly described; that all land which was not classed correctly or was under-valued has been classified and valued properly; that all corrections have been made in said rolls; and that all things required by law, have been done;

IT IS THEREFORE, ORDERED by the Board of Supervisors of the said County, that the said assessment rolls, and the assessments therein contained, be, and they are hereby approved, with corrections, subject to the right of parties in interest to be heard on all objections hereafter made by them, and subject to further changes and corrections by this Board, as Authorized by law.

It is further ordered by this Board of Supervisors that a notice be posted at the Courthouse, or Courthouses, in said County, and be Published in Pine Belt News, a newspaper published at Hattiesburg, Mississippi, notifying the public and taxpayers of said county:

1. That the said assessment rolls, so equalized, are ready for inspection and examination, and
2. This Board will be in session for the purpose of hearing objections to the said assessments which may be file, at the Courthouse in the City of Hattiesburg, said county and state, on the 9 day, of August, 2021; and
3. This Board will remain in session from day to day until all objections, lawfully files, shall have been disposed of, and all proper correction have been made in the roll.

It is further ordered by this Board that notice shall be given to the public and to the taxpayers of said county in the following form:

"PUBLIC NOTICE"

TO THE PUBLIC AND TO THE TAXPAYERS OF Forrest

COUNTY, MISSISSIPPI:
"You are hereby notified that the real and personal property assessment rolls of the above named county, for the year 20 have been equalized according to law, and that said rolls are ready for inspection and examination and that any objections to said rolls or any assessment therein contained, shall be made in writing and filed with the clerk of the Board of Supervisors of said County, on or before the 9 of August, 2021 at his/her office in the Courthouse of said county, and that all assessments to which no objection is then and there made, will be finally approved by said Board of Supervisors, and that all assessments to which objection is made, and which may be corrected and properly determined by this Board, will be made final by this Board of Supervisors, and that said rolls and the assessments contained therein will be approved by this Board of Supervisors; and that,

"1. This Board will be in session, for the purpose of hearing objections to the said assessments which may be filed, at the Court house in the City of Hattiesburg, said County and State on the 9 day of August, 2021; and

"2. This Board of Supervisors will remain in session from day to day until all objections, lawfully filed, shall have been disposed of and all proper corrections made in the said rolls.

"Witness the signature and seal of the said Board of Supervisors the 22 day of July, 2021, and, "THE BOARD OF SUPERVISORS OF Forrest COUNTY

CLERK'S CERTIFICATE

I, Lance C. Reld, Clerk of the Board of Supervisors of Forrest County, State of Mississippi, do hereby certify that the foregoing is a true and correct transcript of and order of said Board of Supervisors, passed on the 22 date of July, 2021 as the same appears on Page of Minute Book of said Board, now on file in the office of said Clerk in the City of Hattiesburg in said County. Witness my hand and official seal, the 22 day of July, 2021

Clerk of the Board of Supervisors of said County.

By, D.C.

Clerk must be sure to fill the above and to affix his Seal to this Certificate.

2021 LAMAR COUNTY RECAP OF ASSESSED VALUE

	REAL PROPERTY	PERSONAL PROPERTY	MOTOR VEHICLE	MOBILE HOMES	PUBLIC UTILITY	TOTAL
PURVIS	11,157,729	3,603,113	2,246,338	11,952	2,706,513	19,725,645
LUMBERTON	4,936,970	609,228	1,498,216	36,899	8,656,457	15,737,770
SUMRALL	9,517,364	1,148,281	2,959,942	6,343	1,037,989	14,669,919
HATTIESBURG	111,317,633	31,581,660	8,462,965	0	2,597,663	153,959,921
OUTSIDE CITY	307,409,742	34,631,727	102,214,534	2,612,169	19,500,599	466,368,771
SCHOOL DISTRICTS						
LAMAR CO. SCHOOL	415,316,041	68,484,486	111,851,166	2,422,681	22,634,690	620,709,064
L'TON LINE SCHOOL	10,134,623	697,787	3,323,651	244,682	11,326,814	25,727,557
H'BURG MUNI SCHOOL	18,888,774	2,391,736	2,207,178	0	537,717	24,025,405
L.C.S. BREAKDOWN						
LAMAR CO SCHOOL	322,887,182	39,294,562	105,595,379	2,422,681	20,574,744	490,774,548
OUTSIDE H'BURG						
LAMAR CO SCHOOL	92,428,859	29,189,924	6,255,787	0	2,059,946	129,934,516
INSIDE H'BURG						
TOTALS						
INSIDE CITIES	136,929,696	36,942,282	15,167,461	55,194	14,998,622	204,093,255
OUTSIDE CITIES	307,409,742	34,631,727	102,214,534	2,612,169	19,500,599	466,368,771
COUNTY WIDE	444,339,438	71,574,009	117,381,995	2,667,363	34,499,221	670,462,026

2021 LAMAR COUNTY NEW GROWTH ASSESSED VALUES

	REAL PROPERTY	PERSONAL PROPERTY	TOTAL
PURVIS	184,258	33,768	218,026
LUMBERTON	1,673	59,357	61,030
SUMRALL	309,932	34,558	344,490
HATTIESBURG	58,791	380,155	438,946
OUTSIDE CITY	5,990,604	154,595	6,145,199
SCHOOL DISTRICTS			
LAMAR CO. SCHOOL	6,501,414	543,675	7,045,089
LUMBERTON LINE SCHOOL	43,844	64,982	108,826
H'BURG MUNICIPAL SCHOOL	0	53,776	53,776
L.C.S. BREAKDOWN			
LAMAR CO SCHOOL OUTSIDE HATTIESBURG	6,442,623	217,296	6,659,919
LAMAR CO SCHOOL INSIDE HATTIESBURG	58,791	326,379	385,170
TOTALS			
INSIDE CITIES	554,654	507,838	1,062,492
OUTSIDE CITIES	5,990,604	154,595	6,145,199
COUNTY WIDE	6,545,258	662,433	7,207,691

2021 EXEMPT ASSESSED VALUE	
SCHOOL DISTRICTS	
PURVIS	4,227,956
LUMBERTON	2,041,934
SUMRALL	668,196
HATTIESBURG	5,848,660
LAMAR CO SCH DIST	22,375,699
LUMBERTON SCH DIST	2,296,641
HATTIESBURG MUNI SCHOOL DIST	356,976
LAMAR COUNTY SCHOOL OUTSIDE HATTIESBURG	16,884,015
LAMAR COUNTY SCHOOL INSIDE HATTIESBURG	5,491,684
CITY ONLY	12,786,746
COUNTY ONLY	12,242,570
COUNTY WIDE SCHOOLS	25,029,316
FIRE DISTRICTS	
CENTRAL LAMAR	3,437,369
PROGRESS	1,934,573
NORTHEAST	4,162,103
SOUTHWEST LAMAR COUNTY SCHOOLS	510,081
SOUTHWEST LUMBERTON SCHOOLS	56
OAK GROVE	4,787,076
OLOH	444,314
BEAVER LAKE	52,222
HICKORY GROVE	572,222
ROCK HILL	161,534
SUMRALL	801,268
SOUTHEAST LAMAR COUNTY SCHOOLS	352,357
SOUTHEAST LUMBERTON SCHOOLS	199,907
COUNTY WIDE FIRE	17,415,082
TOTAL COUNTY WIDE	
42,444,398	

RESOLUTION

WHEREAS, Section 21-33-9c of the Mississippi Code of 1972, Annotated, requires the governing authorities of municipalities to be furnished a true copy of that part of the county assessment roll containing the property located within the municipality as provided in Section 27-35-167 and adopt such assessment roll for its assessment purposes, and

WHEREAS, Forrest County Board of Supervisors accepted, approved and made final their Real and Personal Property Assessment Rolls on July 22, 2021; and

WHEREAS, Lamar County Board of Supervisors accepted, approved and made final their Real and Personal Property Assessment Rolls on September 7, 2021.

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

Section 1. That the City of Hattiesburg has received a true copy of the Forrest County and Lamar County Real and Personal Property Assessment Rolls containing property located within the municipality of the City of Hattiesburg, and the same is hereby adopted.

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

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

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted, this the 19th of October, 2021.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this 19th day of October, 2021.

ATTEST:

APPROVED:

CITY CLERK

MAYOR



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Peggy Sealy, Chief of Police

cc: Kermas Eaton, City Clerk

Date: Tuesday, October 19, 2021

Re: Approve an Agreement between the Hattiesburg Police Department and the Mississippi Attorney General's Office to enforce laws regarding Internet Crimes Against Children and authorize the Mayor to execute the same.
File Number: 2021-1226
Minute Book #

Summary

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

Recommendation Statement

I am recommending approval of this agreement.

Please place this on the October 19, 2021 City Council meeting for consideration.



Mississippi Internet Crimes Against Children Memorandum of Understanding

Parties

The Mississippi Attorney General's Office is the recipient of a United States Department of Justice, Office of Juvenile Justice and Delinquency Prevention (OJJDP) grant to enforce laws regarding Internet Crimes Against Children (ICAC), and the Mississippi Attorney General's Office utilizes this grant to administer and operate the Mississippi ICAC Task Force.

This Memorandum of Understanding (MOU) is entered into by the Mississippi Attorney General's Office and the Hattiesburg Police Department acting through its duly authorized representative.

Overview/Mission Statement

OJJDP has created the ICAC Task Force Program, which is a national network of state and local law enforcement cyber crime units. The national ICAC program assists state and local law enforcement agencies to develop an effective response to cyber enticement and child pornography cases. This help encompasses investigative and forensic components, training and technical assistance, victim services, and community education. Due in large part to the technological aspects of these cases, the ICAC Task Force Program promotes a multi-jurisdictional, multi-agency, team approach to investigating and prosecuting ICAC cases.

The mission of the Mississippi ICAC Task Force therefore is to:

1. properly investigate and prosecute those who sexually exploit children through the use of the Internet and/or computers;
2. provide training and equipment to those involved in investigating and prosecuting ICAC cases and;
3. provide community education regarding the prevention of ICAC.

Purpose

The purpose of this MOU is to formalize the working relationship between the Hattiesburg Police Department and the Mississippi Attorney General's Office and the Mississippi ICAC Task Force, as well as to delineate the responsibilities and expectations of the relevant parties. By signing this MOU, Hattiesburg Police

Department agrees to join the ICAC Task Force for the primary purpose of vigorously and properly investigating ICAC cases. By joining this Task Force, Hattiesburg Police Department will benefit from grant resources, joint operations, and extensive training opportunities. By entering into this MOU, the Mississippi Attorney General's Office will benefit from investigative support from Hattiesburg Police Department.

Investigations

All ICAC investigations will be conducted by sworn law enforcement investigators and in the spirit of cooperation with other ICAC task force members. Investigations will follow guidelines established by each agency's respective policy manual or guidelines. However, ICAC investigations shall also be governed by the national ICAC programs Operational and Investigative Standards (attached). Violation of the ICAC operational standards is cause for cancellation of this MOU. This MOU is not intended to infringe on the ongoing investigations of any other agency. It is agreed that unilateral acts on the part of employees involved in Task Force investigations are not in the best interest of the Task Force.

Hattiesburg Police Department will:

Agree to use only sworn Hattiesburg Police Department law enforcement personnel to conduct undercover ICAC investigations. Each investigator involved with undercover operations **must** receive ICAC training prior to initiating proactive investigations. Reports of all undercover and enforcement activity shall be made monthly to the Mississippi Attorney General's Office.

Agree to conduct reactive investigations where subjects are associated with Hattiesburg Police Department jurisdiction, including investigations of child pornography CyberTip referrals from the National Center for Missing and Exploited Children (NCMEC), Internet Service Provider and law enforcement referrals, and other ICAC-related investigations. Additional case initiations may develop from subject interviews, documented public sources, direct observations of suspicious behavior, public complaints, etc.

Agree to record and document all undercover online activity. Any deviations from this policy due to unusual circumstances shall be documented in the relevant case file and reviewed by the ICAC Task Force Program Manager.

Agree to provide agents assigned to the Task Force access to all ICAC investigative files including, without limitation, computer records, in order to ensure compliance with all national ICAC standards.

Agree to locate its ICAC investigators in secured space provided by Hattiesburg Police Department, with controlled access to all equipment, software, and investigative files. At a minimum, information should be maintained in locked

cabinets and under the control of Hattiesburg Police Department ICAC Task Force personnel, with restricted access to authorized personnel only.

Agree to conduct education and prevention programs to foster awareness and provide practical, relevant guidance to children, parents, educators, librarians, the business and law enforcement communities, and other individuals concerned about Internet child safety issues. Presenters shall not discuss ongoing investigative techniques and undercover operations utilized by the ICAC Task Force, its affiliate agencies or the national ICAC Program.

Agree to accept ownership and be responsible for proper maintenance and use of any equipment purchased with OJJDP Grant funds and provided to Affiliate Agency by the Mississippi Attorney General's Office, based on the attached executed equipment transfer form. Upon termination of this MOU, ownership of equipment, hardware, and other non-expendable items will revert to the Mississippi Attorney General's Office.

Supervision

Hattiesburg Police Department will be responsible for the day-to-day operational supervision, administrative control, and personal and professional conduct of its officers and agents assigned to the Task Force. ICAC investigations are a cooperative effort and investigative decisions will be a joint process guided by ICAC standards.

Liability

Hattiesburg Police Department is responsible and liable for the acts and omissions of its own officers, agents or employees in connection with the performance of their official duties under this MOU. For tort liability purposes, no participating agency shall be considered the agent of other participating agencies. Each participating agency shall be liable (if at all) only for the torts of its own officers, agents or employees that occur within the scope of their official duties.

Reporting Statistics

Using a form, or process provided by the Mississippi Attorney General's Office, Hattiesburg Police Department shall submit monthly statistics to the Mississippi Attorney General's Office on all ICAC investigations or other investigative work pertaining to the sexual exploitation of children via the Internet. These statistics shall be submitted in the appropriate format by the 10th day of each month and shall include data on all related investigations opened or closed during the month, as well as forensic examinations, technical/investigative assistance provided to other agencies, subpoenas and court orders issued, training hours attended and taught, and community outreach provided.

In addition, a breakdown of basic case data shall be included for each sexual exploitation of a minor (child pornography) case, and/or criminal solicitation of a minor (enticement/traveler) case investigated by Hattiesburg Police Department. The Mississippi Attorney General's Office will then be responsible for all required reporting to OJJDP.

Training

Hattiesburg Police Department shall make investigators designated as Task Force members available for applicable specialized training provided through the national ICAC program and other appropriate training programs. The Mississippi Attorney General's Office will review training requests and provide funding for ICAC-approved training when appropriate. Funding under this MOU is limited to the available funds that are received by the Mississippi Attorney General's Office under the OJJDP Grant program for the national ICAC program.

Confidentiality

Hattiesburg Police Department agrees that any confidential information pertaining to investigations of Internet Crimes Against Children will be held in the strictest confidence and will only be shared with participating ICAC Task Force members or other law enforcement agencies where necessary or as otherwise permitted by federal and/or state law.

Effective Date

This agreement shall be effective on _____, 2021 and shall continue until such time as federal funding for the ICAC Task Force ends or the agreement is canceled by either party upon 30 days written notice delivered to both agency directors.

Entered into this _____ day of _____, 2021.

ICAC Task Force Affiliate-Department Head Signature

Mississippi ICAC Task Force Authorized Signature

ICAC

Internet Crimes Against Children

Task Force

Prosecutors:

Kimberly Purdie, Director

Brandon Ogburn, SA Attorney General

Lindsay Watts, SA Attorney General

Gary Williams, SA-Attorney General

Investigators:

Dave Allen

Ashley Boldig - 601.576.4270

Michael Case - 601.576.4264

Richard Gullledge - 601-576-4269

Ashley Hannah - 601-576-4266

Victoria Rice - 601.359.4309

Charlie Rubisoff - 601.576.4257

Brian Taylor

Jamie White - 601-863-6358

Angela Williams - 601.576.4268



Lynn Fitch
ATTORNEY GENERAL
CYBER CRIME

P.O. Box 220
Jackson, MS 39205-0220
Phone: (601) 576-4281
Fax: (601)576-4276

MS Internet Crimes Against Children Taskforce

Mississippi Attorney General's Office

Victoria Rice, ICAC Commander

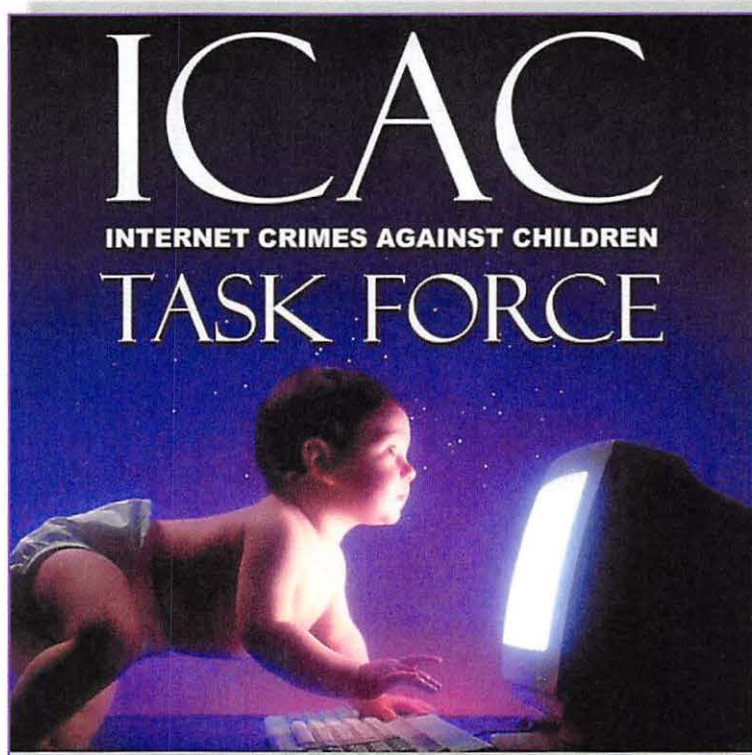
Ashley Hannah, Alternate ICAC Commander

The ICAC (Internet Crimes Against Children) Task Force Program was created to help State and local law enforcement agencies enhance their investigative response to offenders who use the Internet, online communication systems, or other computer technology to sexually exploit children.

The program is currently composed of 61 regional Task Force agencies and is funded by the United States Office Of Juvenile Justice and Delinquency Prevention. The Training & Technical Assistance Program was established to assist these agencies with training and technical assistance in support of their Internet Crimes Against Children initiatives.

Charlie Rubisoff, Director of Investigations

Angela Williams, Deputy Director of Investigations



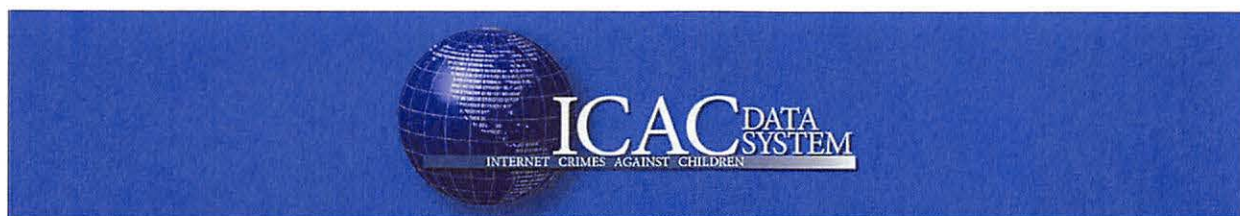
- www.missingkids.org/home

National Center for Missing and Exploited Children generates our geolocated CyberTips.

NCMEC is the nation's clearinghouse & comprehensive reporting center for all issues related to the prevention of and recovery from child victimization, NCMEC leads the fight against abduction, abuse, and exploitation - because every child deserves a safe childhood.



- www.icacdatasystem.com Authorized users must register for an account and watch a training video to be approved to access this system.



When you are assigned a CyberTip you will need to log into IDS. Here are the steps for viewing your assigned CyberTip:

1. Click Manage
2. Click Case Files

[← Back to Dashboard](#)

i Case Information

 Download Case PDF

 Copy Case

 Delete Case

CyberTip Details

Case Details

Case Comments

Case Assignments

Case Log

Case Files

Raw CyberTip Details

Deconfliction Results

Case Persons

Suspect Address

Send NCMEC Feedback

3. Click Download All Files

CyberTip Details

Case Details

Case Comments

Case Assignments

Case Log

Case Files

Download Files

Upload Files

Filter Case Files:

Name	Checksum	File Source
 48987412.pdf	NCMEC CyberTip PDF	NCMEC PDF
Child Victim Facebook.pdf		SUPPLEMENTAL
Email to Management.pdf		SUPPLEMENTAL
Reported User LinkedIn.pdf		SUPPLEMENTAL
Reported User TLO.pdf		SUPPLEMENTAL
Reported User Twitter.pdf		SUPPLEMENTAL

Total number of files: 5

 Refresh

 Download All Files

 Download Related Cases Files

 Get NCMEC PDF

Raw CyberTip Details

Deconfliction Results

Case Persons

Suspect Address

Send NCMEC Feedback



4. You will now have access to all the available files for the CyberTip. Use the PDF for investigative purposes. This is where you will find the account(s) and IP address(es) that you will use for your investigation. Subpoenas and/or search warrants may be used and send to the internet service providers (see search.org).

5. Once you have completed your investigation, please be sure to enter the final case status. You will do this by clicking on Send NCMEC Feedback

CyberTip Details

Case Details

Case Comments

Case Assignments

Case Log

Case Files

Raw CyberTip Details

Deconfliction Results

Case Persons

Suspect Address

Send NCMEC Feedback

Case Status

Only the assigned agency should submit feedback

* Disposition:

Please Select A Disposition



 Save Feedback

6. Under the drop down menu for Disposition, select the option that best describes the outcome of your investigation: arrest, closed, referred or ongoing. Once you select one of these options, two more drop down menus will be populated. Select the answer under Select the Reason for Closing the Case. Input the number of victims identified. Then list is the CyberTip was useful or not. If you select that the CyberTip was not useful then a box will be populated for you to input the reason why. Once you have completed the feedback be sure to click the green button that says "Save Feedback". After you click this button a red button that says "Send Feedback to NCMEC" will appear. Be sure to click that red button before closing out of the CyberTip.

Send NCMEC Feedback

Your feedback has been saved, but not submitted to NCMEC.

Case Status

Only the assigned agency should submit feedback

*Disposition:

closed

This suspect is no longer being investigated.

*Select the reason for closing the case:

Unable To Locate Subject

*Enter the Number of Victims Identified:

0

CyberTip Usefulness

Was the CyberTip Useful?

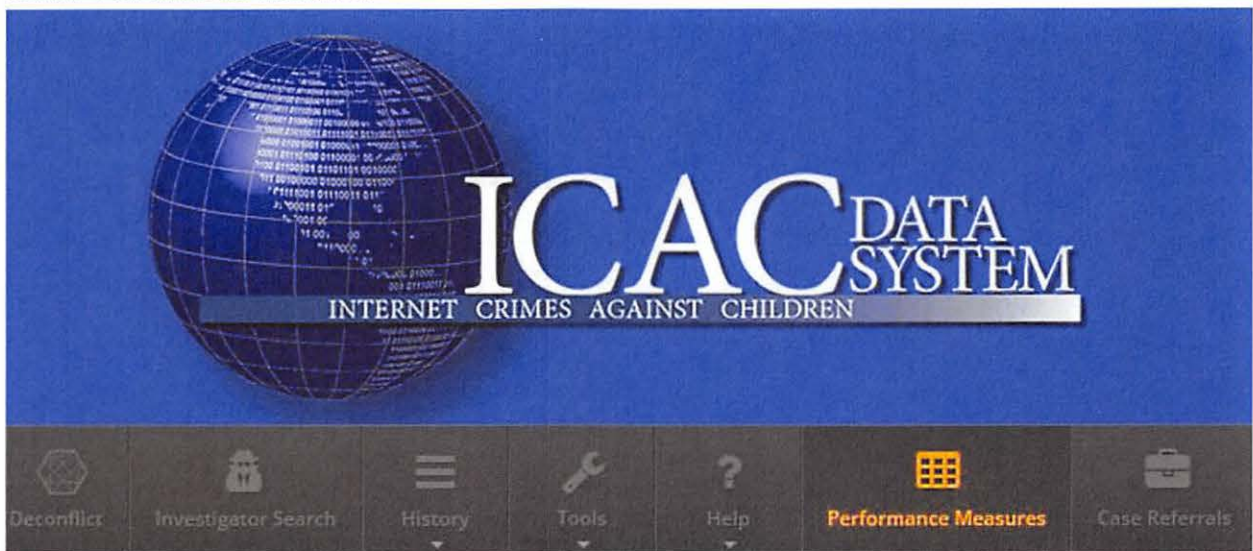
☒ Yes ☐ No

Save Feedback

Send Feedback to NCMEC

You will also use the IDS system to enter your stats each month. To enter your stats:

1. Login to IDS
2. Select "Performance Measures"



3. On the left side of the screen, click on "Enter Measures"

Monthly Measures

 Enter Measures

 Approve Measures

 Task Force Adjustment

 Manage Custom Measures

4. Select the month for your stats from the dropdown menu and click "Get Measures"

Select Time Period

Reporting Period: April 2019 Get Measures

Report Measures

OJJDP Measures Task Force Custom Measures

Input Performance Measures: OJJDP

Time Period: April 2019 Latest Revision Status: APPROVED Current Revision Status: APPROVED Latest Revision: 3 Current Revision: 3

Monthly Measures				Number	Comments
Documented Complaints	Traveler	Proactive		0	
		Reactive		0	
Enticement		Proactive		0	
		Reactive		0	
Obscenity Directed to Minors		Proactive		0	
		Reactive		0	
Child Prostitution		Proactive		0	
		Reactive		0	
Child Pornography	Manufacture	Proactive		0	
		Reactive		0	

5. Once you are finished entering the stats click the yellow button that says "Save". After the stats are successfully saved you MUST SELECT THE GREEN BUTTON THAT SAYS "SUBMIT". If you skip this step, then your stats are not sent in.

Show Revisions

Save

Submit

Amend

- www.search.org

The premier resource for collecting, sharing, and analyzing innovative and timely knowledge, information, best practices, services and solutions for justice information sharing. Download the toolbars to have access to other free tools.

1. Scroll to the bottom and click on ISP List



is a few clicks away...

Volatile Data • Legal Issues

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Now available

- Criminal History Improvement Workshop Proceedings, Little Rock, AR, 2018
- Survey of State Criminal History Information Systems, 2019
- SEARCH Policy Statements

Government Affairs

Learn how SEARCH supports information sharing for state, local, tribal and Federal justice, public safety and homeland security organizations through our [Government Affairs](#) program.

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Latest Posts

14 MAY 2019

Maryland Governor Appoints Donna Rowlette to SEARCH Membership Group

SEARCH is pleased to welcome a new gubernatorial appointee to our Membership Group, representing the State of Maryland, Ms. Donna Rowlette, Director of the Criminal Justice Information System-Central Repository (CJIS-CR), Maryland Department of Public Safety & Correctional Services (DPS/CS).

[Read More >](#)

08 APR 2019

SEARCH Announces Management Promotions

SEARCH Executive Director David Roberts announced changes in the management structure of SEARCH, including the promotion of two longtime SEARCH staff, effective April 1, 2019.

[Read More >](#)

18 MAR 2019

SEARCH Welcomes New Member Representing Kentucky

SEARCH is pleased to welcome Major Larry Newton Jr., Technical Services Division, Kentucky State Police, to the SEARCH Membership.

[Read More >](#)

This Web site is funded in part through a grant from the Bureau of Justice Assistance and the Office of Juvenile Justice and Delinquency Prevention, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided).

RECENT POSTS

Maryland Governor Appoints Donna Rowlette to SEARCH Membership Group
May 14, 2019

SEARCH Announces Management Promotions
April 8, 2019

SEARCH Welcomes New Member Representing Kentucky
March 18, 2019

CONTACT INFO

SEARCH Corporate Headquarters
1900 Point West Way, Suite 275
Sacramento, California 95815

Washington, D.C. Office
1400 Crystal Drive, Suite 330
Arlington, VA 22202

Phone: (916) 392-2550
Fax: (916) 392-8440
Hours: Monday - Friday, 8:00am - 5:00pm

[Contact Us](#)

QUICK LINKS

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2. Use the drop down menu to select an Internet Service Provider. This list provides the contact information for most internet service providers.



ISP List

[Home](#) / [Resources](#) / [ISP List](#)

The ISP List is a database of Internet service and other online content providers that will help you get the information you need for your case. For each Internet Service Provider listed, you'll find the legal contact information and instructions needed to serve subpoenas, court orders, and search warrants.

The ISP List is a law enforcement community effort, meaning that while it may reside on our website, it belongs to us all. If you come across newer information than what we have listed here, please [let us know](#) and we'll update it. If you discover an ISP that we don't have in the database, [let us know](#) and we'll add it.

We know that getting the information you need from Internet service and other online content providers can be challenging. If you need assistance in this area, let us know through our [Assistance & Training Center](#). We can answer your questions about submitting a legal request and we can help you decipher the results.

Select an ISP from the drop-down menu to access contact information.

ISP Quick Search



In This Section

- [Publications & Templates](#)
- [Surveys](#)
- [Podcasts and Webinars](#)
- [ISP List](#)
- [SEARCH Investigative and Forensic Toolbar](#)
- [Repository QA and Cost Analysis Tools](#)
- [IT Security Self- & Risk-Assessment Tool](#)
- [Public Safety Project Resources](#)
- [High-Tech Crime Investigative Resources](#)
- [Information Sharing Resources](#)

an additional resource for ISP contact information is the [Library of Congress' Directory of Service Provider Agents](#)

Quick Access ISP Information

Use our handy form below to request one or more of these documents, offered by ISPs as a service to law enforcement investigators.

- [Apple Law Enforcement Guide](#)
- [Bittrex Law Enforcement Guide](#)
- [Chatstep Law Enforcement Guide](#)
- [Citizen App](#)
- [Pinger LE Contact Info](#)
- [Skype International Guidelines for LEA](#)
- [Snapchat Law Enforcement Guide](#)
- [Sonicnet Legal Process Policy](#)

- www.icaccops.com/users

Register for an account for P2P investigations such as BitTorrent, Gnuetella, EDonkey and Ares.



- www.ipchicken.com

IP Chicken Do you need to know your IP address? Get your current public IP address.



- www.arin.com

ARIN's WHOIS service gives contact and registration information for IP addresses, autonomous system numbers (ASN), organizations or customers that are associated with these resources, and related Points of Contact (POC).



- www.maxmind.com

The Maxmind website has a tool that is useful in acquiring an estimated location of an IP address. It will also provide you with the service provider for that IP. To use this service, scroll to the middle of the website

GeolIP2 Precision Service
Try our demo:

GO

Once you enter an IP address, click the "Go" button. The information that you will receive back will look similar to the following:

MAXMIND

PRODUCTS ▾ SUPPORT ▾ DEVELOPERS ▾ COMPANY ▾ BLOG CONTACT

GeolIP2 Precision Service Demo

GeolIP2 Precision Services

Country
City
Insights
Free Trial Account

GeolIP2 Databases

Country
City
City Database by Continent
ISP
Domain Name
Connection Type
Geolite2 Commercial Redistribution

GeolIP2 Enterprise Product Suite

Anonymous IP
Enterprise
User Count

IP Addresses
69.60.33.16

Enter up to 25 IP addresses separated by spaces or commas. You can also [test your own IP address](#)

Submit

GeolIP2 Precision: City Results

IP Address	Country		Postal Code	Accuracy		ISP	Organization	Domain	Metric
	Code	Location		Approximate Coordinates*	Radius (km)				
69.60.33.16	US	Jackson, Mississippi, United States, North America	39211	32.8779, -90.1273	20	Mississippi Department of Information Technology	Mississippi Department of Information Technology	state.ms.us	718

ISP and Organization data is included with the purchase of the GeolIP2 ISP database or with the purchase of the GeolIP2 Precision City or Insights services.

Domain data is included with the purchase of the GeolIP2 Domain Name database or with the purchase of the GeolIP2 Precision City or Insights services.

* Latitude and Longitude are often near the center of population. These values are not precise and should not be used to identify a particular address or household.

- www.centralops.net

Central Ops is another free online network tools, including traceroute, nslookup, dig, whois, ping, and our own Domain Dossier and Email Dossier. Works with IPv6. Some source code included.

CentralOps.net Advanced online Internet utilities a service of Hexillion

Utilities About

Utilities

- Domain Dossier
- Domain Check
- Email Dossier
- Browser Mirror
- Ping
- Traceroute
- Nslookup
- AutoWhois
- AnalyzePath

Free online network tools

user: anonymous [69.60.33.16]
balance: 50 units
[log in](#) | [account info](#)

Tools

Domain Dossier
Investigate domains and IP addresses. Get registrant information, DNS records, and more—all in one report.
enter a domain or IP address
or [learn about yourself](#)

Domain Check
See if a domain is available for registration.

Email Dossier
Validate and troubleshoot email addresses.

Browser Mirror
See what your browser reveals about you.

Ping
See if a host is reachable.

Traceroute
Trace the network path from this server to another.

Nslookup
Look up various domain resource records with this version of the classic Nslookup utility.

AutoWhois
Get Whois records automatically for domains worldwide.

AnalyzePath
Do a simple, graphical traceroute.

How this site works

The tools at CentralOps.net are **free for everyday, interactive use—no login required**. Simply pick a tool on the left and use it.

As an anonymous user, you get **50 free service units every 24 hours**. Whenever you use one of the tools, its cost in service units is deducted from your balance. If your balance runs out, you will get more free units at the end of the 24-hour period. The free units are more than enough for 99% of our users, but if you want extended or automated use of our tools, paid accounts are available.

- www.net-smartz.org

NetSmartz believes that an informed community is a safer community. Print and distribute this free collection of tip sheets to help spread Internet safety messages in your area.

Presentations for the school administration, parents and students are available on this site.



[About Us](#) [Donate](#) [MissingKids.org](#) [NetSmartzKids.org](#) [NSTeens.org](#)

[Follow](#) [Like](#)

[Login](#) [Register](#)

Language: English ▼

NetSmartz

Online safety tools for educators, parents & kids



INTERVIEW QUESTIONNAIRE GUIDE

1. Establish ownership/usage and control of the computer.
2. Establish the user's computer knowledge and computer background.
3. What operating systems are used?
4. What type of equipment does the user have?
5. What type of software does the user have/use?
6. Does the user log on to the Internet?
7. What time of day does the user generally log on to the Internet?
8. Who is the users Internet Service Provider (ISP)?
9. How long has he/she utilized this ISP?
10. What is the users ISP log on name?
11. What is the user=s password?
12. Does the user have nickname/screen names?
13. What are these names?
14. Where are these names used?
15. Does the user publish a web page?
16. Where can the web page be found?
17. Does the user have a buddy list/address list?
18. Does the user utilize AOL or Instant Messaging (IM)?
19. Does the user communicate with others on the Internet?
20. How does the user communicate with others on the Internet?
21. Does the user have an e-mail account?

22. What is the name of the e-mail service?
23. What is the user=s e-mail name?
24. What is the user=s e-mail password?
25. Has the user while on the Internet communicated with anyone located in a foreign country?
26. Is the user familiar with ICQ?
27. What is the user=s ICQ number and password.
28. Who are the user=s buddies on ICQ?
29. Is the user familiar with IRC?
30. What is the user=s IRC nickname(s) and password?
31. What servers has the user connected through?
32. Who does the user communicate with on the IRC?
33. Does the user recall the names of individuals he/she has communicated with?
34. Has the user ever met, in person, anyone he/she has communicated with on the Internet?
35. Has the user ever communicated over the phone, with anyone he or she met on the Internet?
36. Does the user trade files or materials over the Internet?
37. How does the user trade files or materials over the Internet?
38. Who does the user trade this material with?
39. How did the user meet the individuals he/she trades with?
40. Does the user have digital images?
41. What is the directory structure of these files?
42. How are these images stored?
43. Has the user traded these images with anyone?
44. Does the user have back up files?
45. How did he/she trade these images?

46. What are the complete details of the individual with whom the images were traded?
47. Does the user utilize encryption?
48. What type of encryption?
49. Is the encryption customized?
50. How is the encryption customized?
51. What is the password for the encryption?
52. Is there more than one password?
53. How long has the user been utilizing encryption?
54. How did the user learn about encryption?

SUGGESTED EMPLOYMENT RELATED QUESTIONS

1. Where is the user currently employed?
2. What is the user=s position and job description?
3. How long as the user been employed at his/her location?
4. Where was the user previously employed?
5. What was the user=s position and job description at his/her former employment?
6. How long was the user employed at his/her former location?
7. Does the user have Internet access at his/her current employment?
8. Did the user have Internet access at his/her former employment?
9. Does the user own or utilize a laptop computer?

NOTE: Templates of Arrest and Search Warrants, Affidavits, Underlying Facts, Orders, Preservation Letters, Subpoenas, Capias and other legal documents can be sent to you agency issued email address upon request.



Computer Permission to Search

The undersigned, residing at _____ does hereby voluntarily authorize _____ and other officers he may designate to assist him, to search my computer, namely a _____, presently located at _____.

I further authorize said officer/s to remove from my residence, real estate, and/or motor vehicle the said computer, together with all of its components, related processing and storage devices, discs, scanners, keyboards, printers, display monitors, modems, and any and all other accessories, including any and all stored images and documents or other related items or materials of property that they deem pertinent to their investigation, with the understanding that said officers will give me a receipt for whatever is removed.

The search procedure for the electronic data contained in the computers or operating software or memory devices, computer hard drive and diskettes, is to be performed in a laboratory, or other controlled environment, and may include the following techniques: a. Surveying various file "directories" and the individual files they contain; b. "Opening or cursorily reading the first few "pages" of such files in order to determine their precise contents; c. "Scanning" storage areas to discover and possibly recover recently deleted data; d. "Scanning" storage areas for deliberately hidden files; or e. Performing key word searches through all electronic storage areas in existence that are intimately related to the subject matter of the investigation.

I am giving this written permission to these officers freely and voluntarily, without any threats or promises having been made, and after having been informed by said officer that I have a right to refuse this search and/or seizure.

Signature

Witnesses:

Date: _____ Time: _____



STATE OF MISSISSIPPI
OFFICE OF THE ATTORNEY GENERAL
CYBER CRIME CENTER

Telephone 601-359-4250 · Fax 601-576-4276
550 High Street, Suite 1700, Jackson, MS 39201



Request for Digital Forensic Assistance

Must Be Completed in Full

Cyber Crime Center Use Only (Do not complete)

MSAGO Case #: _____ Examiner: _____

Date of Submission: _____ Submitting Agency: _____

Submitting Officer (Print): _____ Agency Case #: _____

Investigating Officer (Print): ☐ Same as above/ _____

Address: _____

Street

City

State

Zip

Phone: _____ Email: _____

Suspect Name: _____

County of Offense: _____ Dates of Interest: _____

Type of Offense: _____

Search Authority: ☐ Search Warrant ☐ Written Consent ☐ Exigent ☐ Other: _____

Evidence Type/# of Devices: ☐ Computer/____ ☐ Mobile Device/____ ☐ Other/____

Evidence Details (Mark if Appropriate):

Biohazard: ☐ Yes ☐ No Adv. Extraction Waiver Completed: ☐ Yes ☐ No

Known Passwords: _____

Device Condition ☐ Poor ☐ Fair ☐ Good _____

Investigative Information Sought:

Provide copies of Search Authority at the time of submission. Agencies may be asked to provide media for delivery of reports and findings.



MISSISSIPPI ATTORNEY GENERAL'S OFFICE

Cyber Crime Center

P.O. Box 220, Jackson, MS 39205

ADVANCED DATA EXTRACTION WAIVER

This document acts as a means of illustrating for the investigating law enforcement officer, and/or prosecutor, advanced methods of data collection from devices seized in the course of felony criminal investigations. As a best practice these methods are employed only after less intrusive data collection methods have been found to be ineffective. The Cyber Crime Center currently offers limited services related to device repair, Joint Test Action Group extraction, and "Chip Off" extraction. It is recommended investigators discuss these methods with a prosecutor prior to implementation.

Device Repair:

Device repair may be used to assist in accessing data stored on a seized device. Examiners have received training in the repair of mobile and electronic devices, but no warranty or guaranty of repair is provided. Repair work is conducted solely at the request and liability of the investigating agency.

Joint Test Action Group (JTAG) Extraction:

JTAG extraction involves placing electrical contacts on designated areas of a device circuit board. These contacts are used to communicate with the device using a pre-existing testing protocol on installed device processors. This process has the potential to be destructive in that the process often involves high heat sources (soldering) being applied to, or near, sensitive electronic components. JTAG extraction is conducted solely at the request and liability of the investigating agency.

Chip Off Extraction:

Chip Off extraction involves removing data storage chips from a device circuit board and using tools to read the contents of the chip to collect the data it has stored. This process is destructive in that chip removal may involve high heat or mechanical movement which can harm electrical components on the circuit board. Also, returning the memory chip to a device circuit board, and bringing the device to an operational state is very unlikely. This method is at times the only available means of collecting data from passcode protected or damaged devices. Chip Off extraction is conducted solely at the request and liability of the investigating agency.

I, the undersigned, have read the above descriptions and understand the risks inherent in the described procedures. I have discussed the use of advanced extraction methods with an examiner of the Cyber Crime Unit to my satisfaction, and request the use of (please circle all which apply):

Device Repair

JTAG Extraction

Chip Off Extraction

for case number _____

Investigating Law Enforcement Officer

Date



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, October 19, 2021

Re: Approve the State Holiday Schedule as the City's holidays for the fiscal year 2021-2022 in accordance with MS Code 3-3-7, per attached list.

File Number: 2021-1220
Minute Book #

Summary

Approve the State Holiday Schedule as the City's holidays for the fiscal year 2021-2022 in accordance with MS Code 3-3-7, per attached list.

Recommendation Statement

Please place this on the October 19, 2021 City Council meeting for consideration.

Veteran's Day	1 day	Thursday	November 11, 2021
Thanksgiving	1 day	Thursday	November 25, 2021 ***
Christmas	1 day	Saturday	December 25, 2021***
New Year's Day	1 day	Saturday	January 1, 2022***
Martin Luther King, Jr.	1 day	Monday	January 17, 2022
President's Day	1 day	Monday	February 21, 2022
Good Friday	1 day	Friday	April 15, 2022
Memorial Day	1 day	Monday	May 30, 2022
Independence Day	1 day	Monday	July 4, 2022
Labor Day	1 day	Monday	September 5, 2022

Additional holidays proclaimed by the Governor for Thanksgiving, Christmas and New Year's.

Additional days proclaimed by the Governor for any other holidays may be granted by the City Council approval.

*****To be proclaimed by the Governor.**



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director

cc: Kermas Eaton, City Clerk

Date: Tuesday, October 19, 2021

Re: Approve the allocated 2021 HUD-American Rescue Plan (ARP) Grant and authorize the Mayor to execute in duplicate.
File Number: 2021-1237
Minute Book #

Summary

Approve and authorize Mayor to execute in duplicate allocated 2021 HUD-American Rescue Plan (ARP) grant

Recommendation Statement

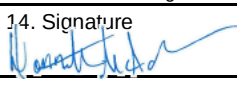
I approve of this item

Please place this on the October 19, 2021 City Council meeting for consideration.

HOME ARP Grant Agreement

Title II of the Cranston-Gonzalez National Affordable Housing Act

Assistance Listings #14.239 – HOME Investment Partnerships Program

1. Grantee Name and Address Hattiesburg Po Box 1898 Hattiesburg, MS 39403-1898		2. Grant Number (Federal Award Identification Number (FAIN)) M21-MP280201																
		3a. Tax Identification Number 646000432	3b. Unique Entity Identifier (formerly DUNS) 079448130															
		4. Appropriation Number 861/50205	5. Budget Period Start and End Date FY 2021 – 09/30/2030															
6. Previous Obligation (Enter "0" for initial FY allocation)			\$0															
a. Formula Funds		\$																
7. Current Transaction (+ or -)			\$1,075,484.00															
a. Administrative and Planning Funds Available on Federal Award Date		\$53,774.20																
b. Balance of Administrative and Planning Funds		\$107,548.40																
c. Balance of Formula Funds		\$914,161.40																
8. Revised Obligation			\$															
a. Formula Funds		\$																
9. Special Conditions (check applicable box) ☐ Not applicable ☐ Attached		10. Federal Award Date (HUD Official's Signature Date) 09/21/2021																
11. Indirect Cost Rate* <table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;"><u>Administering Agency/Dept.</u></th> <th style="text-align: left;"><u>Indirect Cost Rate</u></th> <th style="text-align: left;"><u>Direct Cost Base</u></th> </tr> </thead> <tbody> <tr><td>—</td><td>—%</td><td></td></tr> <tr><td>—</td><td>—%</td><td></td></tr> <tr><td>—</td><td>—%</td><td></td></tr> <tr><td>—</td><td>—%</td><td></td></tr> </tbody> </table>		<u>Administering Agency/Dept.</u>	<u>Indirect Cost Rate</u>	<u>Direct Cost Base</u>	—	—%		—	—%		—	—%		—	—%		12. Period of Performance Date in Box #10 - 09/30/2030 * If funding assistance will be used for payment of indirect costs pursuant to 2 CFR 200, Subpart E-Cost Principles, provide the name of the department/agency, its indirect cost rate (including if the de minimis rate is charged per 2 § CFR 200.414), and the direct cost base to which the rate will be applied. Do not include cost rates for subrecipients.	
<u>Administering Agency/Dept.</u>	<u>Indirect Cost Rate</u>	<u>Direct Cost Base</u>																
—	—%																	
—	—%																	
—	—%																	
—	—%																	
The HOME-ARP Grant Agreement (the "Agreement") between the Department of Housing and Urban Development (HUD) and the Grantee is made pursuant to the authority of the HOME Investment Partnerships Act (42 U.S.C. 12701 et seq.) and Section 3205 of the American Rescue Plan (P.L. 117-2) (ARP). HUD regulations at 24 CFR part 92 (as may be amended from time to time), the CPD Notice entitled "Requirements for the Use of Funds in the HOME-American Rescue Plan Program" (HOME-ARP Implementation Notice), the Grantee's HOME-ARP allocation plan (as of the date of HUD's approval), and this HOME-ARP Grant Agreement, form HUD-40093a, including any special conditions (in accordance with 2 CFR 200.208), constitute part of this Agreement. HUD's payment of funds under this Agreement is subject to the Grantee's compliance with HUD's electronic funds transfer and information reporting procedures issued pursuant to 24 CFR 92.502 and the HOME-ARP Implementation Notice. To the extent authorized by HUD regulations at 24 CFR part 92, HUD may, by its execution of an amendment, deobligate funds previously awarded to the Grantee without the Grantee's execution of the amendment or other consent. The Grantee agrees that funds invested in HOME-ARP activities under the HOME-ARP Implementation Notice are repayable in accordance with the requirements of the HOME-ARP Implementation Notice. The Grantee agrees to assume all of the responsibility for environmental review, decision making, and actions, as specified and required in regulation at 24 CFR 92.352 and 24 CFR Part 58, as well as the HOME-ARP Implementation Notice. The Grantee must comply with the applicable requirements at 2 CFR part 200, as amended, that are incorporated by the program regulations and the HOME-ARP Implementation Notice, as may be amended from time to time. Where any previous or future amendments to 2 CFR part 200 replace or renumber sections of part 200 that are cited specifically in the program regulations or HOME-ARP Implementation Notice, activities carried out under the grant after the effective date of the 2 CFR part 200 amendments will be governed by the 2 CFR part 200 requirements, as replaced or renumbered by the part 200 amendments. The Grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Universal Numbering System and System for Award Management (SAM) requirements in Appendix I to 2 CFR part 200, and the Federal Funding Accountability and Transparency Act (FFATA) in Appendix A to 2 CFR part 170. Funds remaining in the grantee's Treasury account after the end of the budget period will be cancelled and thereafter not available for obligation or expenditure for any purpose. Per 31 U.S.C. 1552, the Grantee shall not incur any obligations to be paid with such assistance after the end of the Budget Period.																		
13. For the HUD (Name and Title of Authorized Official) Donnetta Mcadoo, CPD Director		14. Signature 	15. Date 09 /21/ 2021															
16. For the Grantee (Name and Title of Authorized Official)		17. Signature	18. Date / /															
19. Check one: ☒ Initial Agreement ☐ Amendment #																		
20. Funding Information: <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:20%;"><u>Source of Funds</u></td> <td style="width:20%;"><u>Appropriation Code</u></td> <td style="width:20%;"><u>PAS Code</u></td> <td style="width:40%;"><u>Amount</u></td> </tr> <tr> <td>2021</td> <td>861/50205</td> <td>HMX</td> <td>\$1,075,484.00</td> </tr> </table>				<u>Source of Funds</u>	<u>Appropriation Code</u>	<u>PAS Code</u>	<u>Amount</u>	2021	861/50205	HMX	\$1,075,484.00							
<u>Source of Funds</u>	<u>Appropriation Code</u>	<u>PAS Code</u>	<u>Amount</u>															
2021	861/50205	HMX	\$1,075,484.00															

21. Additional Requirements: These additional requirements are attached and incorporated into this Agreement. The Grantee agrees to these additional requirements on the use of the funds in 7., as may be amended from time to time by the Secretary.

- a) As of the Federal Award Date, the Grantee may use up to the amount identified in 7.a. of this Agreement for eligible administrative and planning costs in accordance with the HOME-ARP Implementation Notice.
- b) Until the date of HUD's acceptance of the Grantee's HOME-ARP allocation plan, the Grantee agrees that it will not obligate or expend any funds for non-administrative and planning costs, in accordance with the HOME-ARP Implementation Notice.
- c) In accordance with the HOME-ARP Implementation Notice, as of the date of acceptance by HUD of the Grantee's HOME-ARP allocation plan, HUD shall make the amount identified in line 7. of this Agreement available to the Grantee.
- d) If the Grantee does not submit a HOME-ARP allocation plan or if the Grantee's HOME-ARP allocation plan is not accepted within a reasonable period of time, as determined by HUD, the Grantee agrees that all costs incurred and HOME-ARP funds expended by the Grantee will be ineligible costs and will be repaid with non-Federal funds.

22. Special Conditions



Memorandum

To: Mayor Toby Barker and Members of City Council

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

cc:

Date: Tuesday, October 19, 2021

Re: Approve annual subscriptions from Cummins for diesel mechanic software for the Fire Department, in the amount of \$1,572.90.
File Number: 2021-1259
Minute Book #

Summary

Approve annual subscriptions from Cummins for diesel mechanic software for the Fire Department, in the amount of \$1,572.90.

Recommendation Statement

I recommend approval of the subscription.

Please place this on the October 19, 2021 City Council meeting for consideration.



Marketplace

Quote

Date Sep 21, 2021

Customer # F003635566 / 670464

Distributor Contact CSSNA Subscription Team

Bill to 810 N Main St
Hattiesburg, Mississippi 39401
United States

Ship to 810 N Main St
Hattiesburg, Mississippi 39401
United States

SKU	Product Name	Version	Subscription Type	Quantity	Unit Price	Total Price
QSOLK-000	QSOL	FLEET		1	\$ 750.00	\$ 750.00
						\$ 0.00
						\$ 0.00
						\$ 0.00
						\$ 0.00
Subtotal						\$ 750.00
Tax						\$ 52.50
Shipping						
Total						\$ 802.50

NOTE: Purchases added to existing subscriptions will be pro-rated. You pay only for the time left on the existing subscription period, as of the time payment is submitted.

Quote for: 1-Yr QSOL FLEET subscription

TOOL INSTANCE # N/A

ALL QUOTES ARE VALID FOR 1 DAY AND DO NOT INCLUDE FREIGHT CHARGES.

Buyer Information
City of Hattiesburg Fire Dept
Jimmy Morgan
601.227.5500



There are additional contract terms listed on the following pages, including limitations on warranties and remedies, which are expressly incorporated herein.



Quote: Terms & Conditions

These Terms and Conditions, together with the quote (the "Quote") on page 1 of this document, are hereinafter collectively referred to as this "Agreement" and shall constitute the entire agreement between the customer ("Customer") identified on the Quote and Cummins Inc. ("Cummins") unless a previous written agreement with respect to the Goods and/or Services (as hereinafter defined) has been entered between the parties, in which event, such previous written agreement shall prevail. In the event of any inconsistency between this Agreement and any purchase order, terms and conditions or other document produced or delivered by Customer, the terms and conditions of this Agreement shall prevail.

1. Scope Of Services; Performance Of Services

Cummins shall supply part(s) and/or component(s) and/or engine(s) and/or generator set(s) ("Goods") and/or perform the maintenance and/or repair ("Services") on the equipment identified in the Quote and/or Invoice ("Equipment"), if applicable, in accordance with the specifications in the Quote and/or Invoice. No additional services or goods are included in this Agreement unless agreed upon by the parties in writing, or otherwise, as applicable.

2. Customer Obligations

If necessary, Customer shall provide Cummins safe and free access to Customer's site and arrange for all related services and utilities necessary for Cummins to safely and freely perform the Services. During the performance of the Services, Customer shall fully and completely secure all or any part of any facility where the Equipment is located to remove and mitigate any and all safety issues and risks, including but not limited to injury to facility occupants, customers, invitees, or any third party and/or property damage or work interruption arising out of the Services. If applicable, Customer shall make all necessary arrangements to address and mitigate the consequences of any electrical service interruption which might occur during the Services. Customer is responsible for operating and maintaining the Equipment in accordance with the owner's manual for the Equipment.

3. Invoicing And Payment

Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of Invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Goods and/or Services. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay all Cummins' costs and expenses (including all reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins.

4. Taxes; Exemptions

The Invoice includes all applicable local, state, or federal sales and/or use or similar taxes which Cummins is required by applicable laws to collect from Customer under this Agreement. Customer must provide a valid tax exemption certificate or direct payment certificate prior to shipment of the Goods or performance of the Services, or such taxes will be included in the Invoice.

5. Delivery; Title And Risk Of Loss

Unless otherwise agreed in writing by the parties, any Goods supplied under this Agreement shall be delivered FOB Origin, freight prepaid to the first destination. If agreed, any charges for third party freight are subject to adjustment to reflect any change in price at time of shipment. Unless otherwise agreed to, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate. All shipments are made within normal business hours, Monday through Friday. Unless otherwise agreed in writing by the parties, title and risk of loss for any Goods sold under this Agreement shall pass to Customer upon delivery of Goods by Cummins to freight carrier or to Customer at pickup at Cummins' facility.

6. Delays

Any delivery, shipping, installation, or performance dates indicated in this Agreement are estimated and not guaranteed. Further, delivery time is subject to confirmation at time of order. Cummins shall not be liable to Customer or any third party for any loss, damage, or expense suffered by Customer or third party due to any delay in delivery, shipping, installation, or performance, however occasioned, including any delays in performance that result directly or indirectly from acts of Customer or causes beyond Cummins' control, including but not limited to acts of God, accidents, fire, explosions, flood,

unusual weather conditions, acts of government authority, or labor disputes.

7. Limited Warranties

a. New Goods

New Goods purchased or supplied under this Agreement are governed by the express written manufacturers' warranty. No other warranty for Goods supplied under this Agreement is provided under this Agreement.

b. Cummins Exchange Components, Other Exchange Components, and Recon

Cummins will administer the Cummins exchange component warranty and the warranties of other manufacturers' exchange components or Recon Components which are sold by Cummins. In the event of defects in such items, only manufacturers' warranties will apply.

c. HHP Exchange Engine

HHP Exchange Engines remanufactured by Cummins under this Agreement are governed by the express Cummins' written warranty. No other warranty for HHP exchange Engines supplied under this Agreement is provided under this Agreement.

d. General Service Work

All Services shall be free from defects in workmanship (i) for power generation equipment (including engines in such equipment), for a period of ninety (90) days after completion of Services or 500 hours of operation, whichever occurs first; or (ii) for engines, for a period of ninety (90) days after completion of Services, 25,000 miles or 900 hours of operation, whichever occurs first. In the event of a warrantable defect in workmanship of Services supplied under this Agreement ("Warrantable Defect"), Cummins' obligation shall be solely limited to correcting the Warrantable Defect. Cummins shall correct the Warrantable Defect where (i) such Warrantable Defect becomes apparent to Customer during the warranty period; (ii) Cummins receives written notice of the Warrantable Defect within thirty (30) days following discovery by Customer; and (iii) Cummins has determined that there is a Warrantable Defect. Warrantable Defects remedied under this provision shall be subject to the remaining warranty period of the original warranty of the Services. New Goods supplied during the remedy of Warrantable Defects are warranted for the balance of the warranty period still available from the original warranty of such Goods.

e. Used Goods

Used Goods are sold "as is, where is" unless exception is made in writing between Cummins and Customer. Customer agrees to inspect all used Goods before completing the purchase.

f. The remedies provided in the limited warranties and this agreement are the sole and exclusive warranties and remedies provided by cummins to the customer under this agreement. Except as set out in the warranty and this agreement, and to the extent permitted by law, cummins expressly disclaims all other representations, warranties, endorsements, and conditions of any kind, express or implied, including, without limitation, any statutory or common law implied representations, warranties and conditions of fitness for a purpose or merchantability.

8. Indemnification

Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Services and/or Goods supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed, in whole or in part, by the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity, including any tenders for defense and indemnity by Cummins to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

9. Limitation Of Liability

Notwithstanding any other term of this agreement, in no event shall cummins, its officers, directors, employees, or agents be liable to customer or any third party for any indirect, incidental, special, punitive, or consequential damages of any kind (including without limitation downtime, loss of profit or revenue, loss of data, loss of opportunity, damage to goodwill, enhanced damages, monetary requests relating to recall expenses and repairs to property, and/or damages caused by delay) in any way related to or arising from cummins' supply of goods or services under this agreement. In no event shall cummins' liability to customer or any third party claiming directly through customer or on customer's behalf under this agreement exceed the total cost of goods and services supplied by cummins under this agreement giving rise to the claim. By acceptance of this agreement, customer acknowledges customer's sole remedy against cummins for any loss shall be the remedy provided herein even if the exclusive remedy in section 7 is deemed to have failed of its essential purpose.

10. Governing Law And Jurisdiction

This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of

the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the court of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.

11. Assignment

This Agreement is binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

12. Cancellation

Orders placed with and accepted by Cummins may not be cancelled except with Cummins' prior written consent. Cummins may charge Customer a cancellation charge in accordance with current Cummins policy which is available upon request, in addition to the actual, non-recoverable costs incurred by Cummins.

13. Refunds/Credits

Goods ordered and delivered by Cummins under this Agreement are not returnable unless agreed to by Cummins. Cummins may, at its sole discretion, agree to accept Goods for return and provide credit where Goods are in new and saleable condition and presented with a copy of the original invoice. Credits for returns will be subject to up to a 15% handling/restocking charge and are limited to eligible items purchased from Cummins.

14. Intellectual Property

Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a licence or any other rights to use any of the intellectual property rights of Cummins.

15. Compliance With Laws

Customer shall comply with all laws applicable to its activities under this Agreement, including without limitation, any and all applicable national, provincial, and local export, anti-bribery, environmental, health, and safety laws and regulations in effect. Customer acknowledges that the Goods, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Goods or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding, Customer shall comply with all such applicable laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures. Customer shall accept full responsibility for any and all civil or criminal liabilities and costs arising from any breaches of those laws and regulations and will defend, indemnify, and hold Cummins harmless from and against any and all fines, penalties, claim, damages, liabilities, judgments, costs, fees, and expenses incurred by Cummins or its affiliates as a result of Customer's breach.

16. Confidentiality

Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic, or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods, and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

17. Miscellaneous

All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the Quote and/or Invoice. No amendment of this Agreement shall be valid unless it is in writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter or the enforceability of the Agreement generally, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof. These terms are exclusive and constitute entire agreement. Customer acknowledges that the provisions were freely negotiated and bargained for and Customer has agreed to purchase of the Goods and/or Services pursuant to these terms and conditions. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such terms and conditions. Neither party has relied on any statement, representation, agreement, understanding, or promise made by the other except as expressly set out in this Agreement.



Marketplace

Quote

Date Sep 17, 2021

Customer # F003635566 / 670461

Distributor Contact CSSNA Subscription Team

Bill to 810 N Main St
Hattiesburg, Mississippi 39401
United States

Ship to 810 N Main St
Hattiesburg, Mississippi 39401
United States

SKU	Product Name	Version	Subscription Type	Quantity	Unit Price	Total Price
INS-Lite-000	INSITE	SERVICE PLUS	LITE	1	\$ 720.00	\$ 720.00
						\$ 0.00
						\$ 0.00
						\$ 0.00
						\$ 0.00
Subtotal						\$ 720.00
Tax						\$ 50.40
Shipping						
Total						\$ 770.40

NOTE: Purchases added to existing subscriptions will be pro-rated. You pay only for the time left on the existing subscription period, as of the time payment is submitted.

Quote for: 1-Yr INSITE Service Plus LITE subscription

TOOL INSTANCE # N/A

ALL QUOTES ARE VALID FOR 1 DAY AND DO NOT INCLUDE FREIGHT CHARGES.

Buyer Information
City of Hattiesburg Fire Dept
Jimmy Morgan
601.267.5500



There are additional contract terms listed on the following pages, including limitations on warranties and remedies, which are expressly incorporated herein.



Quote: Terms & Conditions

These Terms and Conditions, together with the quote (the "Quote") on page 1 of this document, are hereinafter collectively referred to as this "Agreement" and shall constitute the entire agreement between the customer ("Customer") identified on the Quote and Cummins Inc. ("Cummins") unless a previous written agreement with respect to the Goods and/or Services (as hereinafter defined) has been entered between the parties, in which event, such previous written agreement shall prevail. In the event of any inconsistency between this Agreement and any purchase order, terms and conditions or other document produced or delivered by Customer, the terms and conditions of this Agreement shall prevail.

1. Scope Of Services; Performance Of Services

Cummins shall supply part(s) and/or component(s) and/or engine(s) and/or generator set(s) ("Goods") and/or perform the maintenance and/or repair ("Services") on the equipment identified in the Quote and/or Invoice ("Equipment"), if applicable, in accordance with the specifications in the Quote and/or Invoice. No additional services or goods are included in this Agreement unless agreed upon by the parties in writing, or otherwise, as applicable.

2. Customer Obligations

If necessary, Customer shall provide Cummins safe and free access to Customer's site and arrange for all related services and utilities necessary for Cummins to safely and freely perform the Services. During the performance of the Services, Customer shall fully and completely secure all or any part of any facility where the Equipment is located to remove and mitigate any and all safety issues and risks, including but not limited to injury to facility occupants, customers, invitees, or any third party and/or property damage or work interruption arising out of the Services. If applicable, Customer shall make all necessary arrangements to address and mitigate the consequences of any electrical service interruption which might occur during the Services. Customer is responsible for operating and maintaining the Equipment in accordance with the owner's manual for the Equipment.

3. Invoicing And Payment

Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of Invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Goods and/or Services. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay all Cummins' costs and expenses (including all reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins.

4. Taxes; Exemptions

The Invoice includes all applicable local, state, or federal sales and/or use or similar taxes which Cummins is required by applicable laws to collect from Customer under this Agreement. Customer must provide a valid tax exemption certificate or direct payment certificate prior to shipment of the Goods or performance of the Services, or such taxes will be included in the Invoice.

5. Delivery; Title And Risk Of Loss

Unless otherwise agreed in writing by the parties, any Goods supplied under this Agreement shall be delivered FOB Origin, freight prepaid to the first destination. If agreed, any charges for third party freight are subject to adjustment to reflect any change in price at time of shipment. Unless otherwise agreed to, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate. All shipments are made within normal business hours, Monday through Friday. Unless otherwise agreed in writing by the parties, title and risk of loss for any Goods sold under this Agreement shall pass to Customer upon delivery of Goods by Cummins to freight carrier or to Customer at pickup at Cummins' facility.

6. Delays

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unusual weather conditions, acts of government authority, or labor disputes.

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a. New Goods

New Goods purchased or supplied under this Agreement are governed by the express written manufacturers' warranty. No other warranty for Goods supplied under this Agreement is provided under this Agreement.

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Cummins will administer the Cummins exchange component warranty and the warranties of other manufacturers' exchange components or Recon Components which are sold by Cummins. In the event of defects in such items, only manufacturers' warranties will apply.

c. HHP Exchange Engine

HHP Exchange Engines remanufactured by Cummins under this Agreement are governed by the express Cummins' written warranty. No other warranty for HHP exchange Engines supplied under this Agreement is provided under this Agreement.

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All Services shall be free from defects in workmanship (i) for power generation equipment (including engines in such equipment), for a period of ninety (90) days after completion of Services or 500 hours of operation, whichever occurs first; or (ii) for engines, for a period of ninety (90) days after completion of Services, 25,000 miles or 900 hours of operation, whichever occurs first. In the event of a warrantable defect in workmanship of Services supplied under this Agreement ("Warrantable Defect"), Cummins' obligation shall be solely limited to correcting the Warrantable Defect. Cummins shall correct the Warrantable Defect where (i) such Warrantable Defect becomes apparent to Customer during the warranty period; (ii) Cummins receives written notice of the Warrantable Defect within thirty (30) days following discovery by Customer; and (iii) Cummins has determined that there is a Warrantable Defect. Warrantable Defects remedied under this provision shall be subject to the remaining warranty period of the original warranty of the Services. New Goods supplied during the remedy of Warrantable Defects are warranted for the balance of the warranty period still available from the original warranty of such Goods.

e. Used Goods

Used Goods are sold "as is, where is" unless exception is made in writing between Cummins and Customer. Customer agrees to inspect all used Goods before completing the purchase.

f. The remedies provided in the limited warranties and this agreement are the sole and exclusive warranties and remedies provided by cummins to the customer under this agreement. Except as set out in the warranty and this agreement, and to the extent permitted by law, cummins expressly disclaims all other representations, warranties, endorsements, and conditions of any kind, express or implied, including, without limitation, any statutory or common law implied representations, warranties and conditions of fitness for a purpose or merchantability.

8. Indemnification

Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Services and/or Goods supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed, in whole or in part, by the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity, including any tenders for defense and indemnity by Cummins to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

9. Limitation Of Liability

Notwithstanding any other term of this agreement, in no event shall cummins, its officers, directors, employees, or agents be liable to customer or any third party for any indirect, incidental, special, punitive, or consequential damages of any kind (including without limitation downtime, loss of profit or revenue, loss of data, loss of opportunity, damage to goodwill, enhanced damages, monetary requests relating to recall expenses and repairs to property, and/or damages caused by delay) in any way related to or arising from cummins' supply of goods or services under this agreement. In no event shall cummins' liability to customer or any third party claiming directly through customer or on customer's behalf under this agreement exceed the total cost of goods and services supplied by cummins under this agreement giving rise to the claim. By acceptance of this agreement, customer acknowledges customer's sole remedy against cummins for any loss shall be the remedy provided herein even if the exclusive remedy in section 7 is deemed to have failed of its essential purpose.

10. Governing Law And Jurisdiction

This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of

the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the court of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.

11. Assignment

This Agreement is binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

12. Cancellation

Orders placed with and accepted by Cummins may not be cancelled except with Cummins' prior written consent. Cummins may charge Customer a cancellation charge in accordance with current Cummins policy which is available upon request, in addition to the actual, non-recoverable costs incurred by Cummins.

13. Refunds/Credits

Goods ordered and delivered by Cummins under this Agreement are not returnable unless agreed to by Cummins. Cummins may, at its sole discretion, agree to accept Goods for return and provide credit where Goods are in new and saleable condition and presented with a copy of the original invoice. Credits for returns will be subject to up to a 15% handling/restocking charge and are limited to eligible items purchased from Cummins.

14. Intellectual Property

Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a licence or any other rights to use any of the intellectual property rights of Cummins.

15. Compliance With Laws

Customer shall comply with all laws applicable to its activities under this Agreement, including without limitation, any and all applicable national, provincial, and local export, anti-bribery, environmental, health, and safety laws and regulations in effect. Customer acknowledges that the Goods, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Goods or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding, Customer shall comply with all such applicable laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures. Customer shall accept full responsibility for any and all civil or criminal liabilities and costs arising from any breaches of those laws and regulations and will defend, indemnify, and hold Cummins harmless from and against any and all fines, penalties, claim, damages, liabilities, judgments, costs, fees, and expenses incurred by Cummins or its affiliates as a result of Customer's breach.

16. Confidentiality

Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic, or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods, and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

17. Miscellaneous

All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the Quote and/or Invoice. No amendment of this Agreement shall be valid unless it is in writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter or the enforceability of the Agreement generally, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof. These terms are exclusive and constitute entire agreement. Customer acknowledges that the provisions were freely negotiated and bargained for and Customer has agreed to purchase of the Goods and/or Services pursuant to these terms and conditions. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such terms and conditions. Neither party has relied on any statement, representation, agreement, understanding, or promise made by the other except as expressly set out in this Agreement.



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, October 19, 2021

Re: Approve Agreement between the City of Hattiesburg Parks and Recreation Department and the Hattiesburg Youth Soccer Association, in an amount of \$20,000 to develop and promote soccer programs for Hattiesburg residents, for the term of October 1, 2021 through September 30, 2022 and authorize the Mayor to execute and issue manual check for same.

File Number: 2021-1261
Minute Book #

Summary

Approve Agreement between the City of Hattiesburg Parks and Recreation Department and the Hattiesburg Youth Soccer Association, in an amount of \$20,000 to develop and promote soccer programs for Hattiesburg residents, for the term of October 1, 2021 through September 30, 2022 and authorize the Mayor to execute and authorize manual check for same.

Recommendation Statement

Please place this on the October 19, 2021 City Council meeting for consideration.

STATE OF MISSISSIPPI

COUNTY OF FORREST

AGREEMENT

THIS AGREEMENT is entered into by and between, the **Hattiesburg Youth Soccer Association**, A Mississippi non-profit corporation, hereinafter referred to as "**HYSA**" and the **City of Hattiesburg, Mississippi**, a municipal corporation, hereinafter referred to as "**City**", for the purpose of evidencing their agreement of understanding concerning the development and promotion of **Soccer Programs** for Hattiesburg area residents, and as such HYSA and the City do hereby agree and obligate themselves as follow, to-wit:

I.

HYSA has a long standing relationship with the City and will continue to develop and promote **Soccer Programs** at all levels of play for Hattiesburg area residents for a period of one (1) year beginning on the 1st day of October 2021, and terminating on the 30th day of September 2022. HYSA shall have the right and responsibility to operate all aspects of the youth soccer program including, but not limited to, organization of league, games, practices, obtaining coaches, obtaining officials, collection of fees, setting schedules, limiting rosters, soccer equipment, concessions, clinics, camps, tournaments and other related activities, duties and responsibilities.

HYSA shall provide to the City a written schedule before the start of its league play, games, practices, tournament, clinics, camps, and other related activities. The schedule(s) shall be inclusive of all scheduled dates and fields to be used and shall be provided to the City no later than one (1) week prior to start of the event. All other tournaments, (sub-district, district, state, national, etc.) for which HYSA may bid to host shall be coordinated with the City

before bidding, as City facilities and maintenance for the particular post-season tournament will be required. Program playing field specifications shall be provided to the City no less than two (2) weeks prior to the start of the program.

II

City shall be responsible for maintaining Tatum Park Soccer Complex as described in Attachment I for providing seating and electricity. In addition, City shall be responsible for maintaining all aspects of the Tatum Park Soccer Complex in good condition and fields to game ready specifications, including but not limited to the following on an as needed basis: mow and maintain the grass in a healthy state through the use of water, sprinkler system, fertilization, overseeding with rye, spraying for weeds, insect spraying, sanding to fill low areas, maintain proper grade of fields and maintaining good drainage for fields, lining fields for play, cleaning restrooms and facility areas including trash/garbage pickup, parking lots, roads, adequate lights, light poles, security, utilities, physical structures and related needs.

The City shall provide **Twenty Thousand, Dollars (\$20,000.00)** to be applied to the payment of referees, coaches, tournament expenses, equipment (may include items such as soccer balls, nets, goals, flags, etc), and to scholarship children who are residents of the city and who can't afford to

pay full fee. The appropriate expenditure reports (Attachment III) shall be completed and filed with the City by October 31, 2021. HYSA shall have first priority use of and access to all Tatum Park soccer fields and related facilities for practices, games, clinics, camps, tournaments, and related activities, except that City does reserve the right to use said facilities for other functions if HYSA does not give the City at least thirty(30) days advance notice of its intended use of Tatum Park, and the City shall coordinate the scheduling of its functions with HYSA so as to prevent the scheduling of functions that are detrimental to HYSA's overall soccer program. See Attachment IIa for Policy on General Public Use of Facilities.

III.

HYSA does hereby obligate itself to comply with the policies of the City: That all soccer programs shall be open to all citizens of the Hattiesburg area regardless of his/her ability to pay full fees charged for participation in said programs; and that the City's nondiscrimination policy(Attachment IIb) shall be observed. See Attachment II for all pertinent City policies.

IV.

It is understood by and between parties that this Agreement may be terminated by either party for any reason upon ninety (90) days written notice of their intention to terminate this Agreement.

V.

HYSA does hereby agree that it will hold harmless and indemnify the City from any and all liability and damages of any kind whatsoever resulting from the negligent or intentional tortious operation of the soccer program. The Liability Policy of the City is attached as Attachment IIc.

HYSA does hereby agree to appropriately acknowledge City's contribution to the Soccer Program in a public manner, through the use of such media that is appropriate. HYSA does hereby obligate itself to comply with National Standards for Youth Sports and Coach Review Policy(Attachments IId and IIe, respectively) adopted by the City Council.

VI.

HYSA does hereby obligate itself to comply with the Sports Participation Policy, which is attached as Attachment IIIf.

VII.

WITNESS the signatures of HYSA and the City to duplicate originals of this Agreement on this, the ____ day of _____, A.D., _____.

HATTIESBURG YOUTH SOCCER ASSOCIATION

BY: _____
Michael Reed, President

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
Toby Barker, Mayor

ATTEST:

City Clerk

(SEAL)

AGREEMENT
ATTACHMENT I

CITY OF HATTIESBURG
MAINTENANCE POLICY

Includes:

1. Mow on regular basis
2. Clean restrooms and facility area
3. Wash bleachers, as needed
4. Line fields
5. Fill low/soft sports

The City of Hattiesburg reserves the right to increase or decrease the amount and/or type of maintenance.

NOTE: Fields and restrooms must be left in a presentable condition (litter control) after use of fields by contracted organizations. Special attention should be noticed when City Maintenance Department is not working the day after scheduled games.

Maintenance Agreement for all tournaments will be negotiated.

The decision to call games is a joint decision, however, the City reserves the right to call any game(s) for safety reasons or to prevent damage to the field(s).

The Administration section of the Recreation Department manages the contracts.

AGREEMENT
ATTACHMENT II

CITY OF HATTIESBURG

CITY POLICIES

- a. General Public Use of Facility Policy
- b. Nondiscrimination Policy
- c. Liability Policy
- d. National Standards for Youth Sports Policy
- e. Coach Certification Review Policy
- f. Sports Participation Policy

AGREEMENT
ATTACHMENT IIa

CITY OF HATTIESBURG

GENERAL PUBLIC USE OF FACILITY POLICY

Facilities under lease, owned by the City of Hattiesburg, were funded by the citizens of Hattiesburg. The City does reserve the right to make its facilities for other functions when not in use by organizations leasing City facilities.

AGREEMENT
ATTACHMENT IIb

CITY OF HATTIESBURG

NONDISCRIMINATION POLICY

The City of Hattiesburg does not discriminate on the basis of Color, Race, Creed, National Origin, Sex, or Religion nor on the basis of disabling conditions in the admission or access to services provided through its programs and activities.

AGREEMENT
ATTACHMENT IIc

CITY OF HATTIESBURG

LIABILITY POLICY

There are inherent risks and recognized hazards associated with participation in sports and recreational activities. By participating in these programs, the participant assumes those risks and liabilities. The City of Hattiesburg assumes no liability nor does it afford medical coverage for injuries caused by participation of individuals, groups, teams, etc. in sports and recreational programs. Organizations shall maintain a minimum of \$500,000.00 general liability insurance and list the City of Hattiesburg as a certificate holder.

AGREEMENT
ATTACHMENT II d

CITY OF HATTIESBURG

NATIONAL STANDARDS FOR YOUTH SPORTS POLICY

These standards are endorsed and supported by
26 National Agencies and Organizations

STANDARD #1 – PROPER SPORTS ENVIRONMENT

Parents must consider and carefully choose the proper environment for their child, including the appropriate age and development for participation, the type of sport, the rules in the sport, the age range of the participants, and the proper level of physical and emotional stress.

STANDARD #2 – PROGRAMS BASED ON THE WELL-BEING OF CHILDREN

Parents must select youth sports programs that are developed and organized to enhance the emotional, physical, social, and educational well being of children.

STANDARD #3 – DRUG AND ALCOHOL – FREE ENVIRONMENT

Parents must encourage a drug and alcohol-free environment for their children.

STANDARD #4 – PART OF A CHILD'S LIFE

Parents must recognize that youth sports are only a small part of a child's life.

STANDARD # 5 – TRAINING

Parents must insist that coaches are trained and certified.

STANDARD #6 – PARENTS' ACTIVE ROLE

Parents must make a serious effort to take an active role in the youth sports experience of their child providing a positive support as a spectator, coach, and league administrator and/or caring parent.

STANDARD #7 – POSITIVE ROLE MODELS

Parents must be a positive role model exhibiting sportsmanlike behavior at game, practices, and home, while also giving positive reinforcement to their child and support to their child's coaches.

STANDARD #8 – PARENTAL COMMITMENT

Parents must demonstrate their commitment to their child's youth sports experience by annually signing a parental code of ethics.

STANDARD #9 – SAFE-PLAYING SITUATION

Parents must insist on safe-playing facilities, healthful playing situation, and proper first-aid applications, should the need arise.

STANDARD #10 – EQUAL PLAY OPPORTUNITY

Parents, coaches, and league administrators must provide equal sports play opportunity for all youth regardless of race, creed, sex, or economic status of ability.

STANDARD # 11 - DRUG AND ALCOHOL-FREE ADULTS

Parents must be drug and alcohol-free at youth league sporting events.

AGREEMENT
ATTACHMENT IIe

CITY OF HATTIESBURG

COACH REVIEW POLICY

Whereas, the City of Hattiesburg requires completion of a certification program for youth sport coaches whereby the coaches are schooled in the psychology of coaching youth sports, maximizing performance, injury prevention, first aid, and emphasizes a drug and alcohol-free environment for youth sports and recognizes the great influence youth coaches have on our youth.

AGREEMENT
ATTACHMENT IIf

CITY OF HATTIESBURG

YOUTH SPORTS PARTICIPATION POLICY

The Hattiesburg Parks and Recreation Division offers a diversified youth sports program designed to meet the recreational needs of the Hattiesburg area. The City's philosophy is to promote the development of strong character, a good attitude, and a sense of responsibility and citizenship in participants, using a recreation as a vehicle.

This philosophy, as important as it is, must be carried out primarily by volunteers, with support and guidance provided by the Parks and Recreation Division staff, underscoring the importance of recruiting the best volunteers available-people who can apply the City's philosophy for the good of the children involved.

Every sport sponsored by the Parks and Recreation Division is conducted on facilities provided and maintained by the City of Hattiesburg, funded in large part by the citizens of Hattiesburg. This policy necessitates a move toward more participation by every member of recreation league team.

The City feels strongly that the sport programs offered to the children of Hattiesburg should be fun, educational, and developmental; and the only way to teach these values is for the children to participate a substantial amount of time in each competitive event. Every league within the City, without exception, will follow the following guidelines.

In all games, all registered participants shall play in the following sports a minimum of:

Football – 4 minutes of the game (Flag Football)
Basketball – 2 minutes (Elementary School Age)
Soccer – One Full Half (HYSA)

Baseball and Softball – each player must at least play 3 consecutive defensive outs, and bat once in a full game. In games shortened due to the 10-run rule, acts of God, time limit expiration or other reasons will require the time at bat.

AGREEMENT
ATTACHMENT IIf
PAGE 2

Note: A manager or coach is not required to play a player who is ill, injured or is under reasonable disciplinary restrictions or for other justifiable reasons, provided he informs the opposing coach and scorekeeper prior to the beginning of the game.

In order to assist the teams and coaches and to ensure maximum participation of all children, the number of members on a team should be limited as follows:

(1)	Football	20 players
(2)	Basketball	10 players
(3)	Soccer	14 players
(4)	Baseball	14 players
(5)	Softball	14 players

The limitation of players on teams may mean the additional of other divisions within leagues and the addition of multiple all-star teams within leagues. This is viewed again, to be an opportunity to bring about additional participation for children within City recreation programs. In all-star competition, the number of children participating on each team may be increased according to the rules of the organization sponsoring the all-star program.

Every league within the City of Hattiesburg must comply with and follow this policy and insure that each coach and league official is familiar with the policy and complies at all times. If a coach fails to play a child the minimum participation limit, the following sanctions will be imposed on said coach, **without exception**, to-wit:

- (1) The first offense will result in the coach receiving a letter or reprimand from the governing board of the league. The child concerned will play the entire next game.
- (2) The second offense by the same coach will result in the coach being suspended from the league for the next week. The child concerned will play the entire next game.

AGREEMENT
ATTACHMENT IIf
PAGE 3

- (3) The third offense by the same coach will result in expulsion of the coach from any City program in any and all capacities for a minimum of two (2) calendar years. The child concerned will play the entire next game.
- (4) If any coach fails to play any child as required in any league championship game or any play-off game affecting the league championship, then that coach, no matter which offense, will be suspended from the league and unable to participate in any post-season activities. The team that fails to have full participation by all players will forfeit the game.
- (5) If any coach fails to play any child as required herein in any all-star or tournament game, then that coach, no matter which offense, will be expelled from coaching in any City program in any and all capacities for a minimum of two (2) calendar years.

The individual leagues will notify the Hattiesburg Recreation Department whenever it becomes necessary to take any action against a coach for failure to comply with the participation policy.

A copy of this participation policy shall be provided to each child at registration of any sport within the City of Hattiesburg.

The purpose of a sports league is to ensure participation for all children within the City of Hattiesburg; the purpose of a participation policy is to insure a sports league for all the children of Hattiesburg.

AGREEMENT
ATTACHMENT III

CITY OF HATTIESBURG

EXPENDITURE WORKSHEETS

- a. Worksheet Instructions
- b. Equipment, supplies, and related purchases worksheet ***NOTE*** All invoices must be attached to the equipment/supplies purchase worksheet as documentation
- c. Daily officials timesheet
- d. Year end officials summary timesheet
NOTE All daily timesheets must be attached to the year end summary as documentation

AGREEMENT
ATTACHMENT IIIa

CITY OF HATTIESBURG

WORKSHEET INSTRUCTIONS

I. Supplies, Expenses and Related Purchases Worksheet:

Program personnel shall complete worksheet by listing the name of the vendor, date items were purchased, invoice number, total of the invoice and a brief description of items purchased on that invoice. All invoices **MUST** be turned in with worksheets at the end of the program for accounting purposes.

II. Daily Program Time Sheet:

If officials, scorekeepers, or other program personnel are funded through monies provided by the City, a daily accounting of these expenditures must be maintained. The daily timesheet must list the date the individual worked, they're name, address, social security number, number of games or hours they worked, total amount paid for particular day/night, and their signature.

III. Total Hours/Games Recap Sheet:

This sheet is a recap of the daily time sheets. At the completion of the program, the time sheets for each individual should be totaled and entered on the recap sheet. The daily timesheets **MUST** accompany the recap sheets at the end of the program for accounting purposes.

NOTE: Please return all expenditure reports to the City of Hattiesburg, City Clerks Office, 200 Forrest Street, Hattiesburg, MS 39401. If you have questions, please call (601) 545-4667.



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, October 19, 2021

Re: Approve Agreement between City of Hattiesburg Parks and Recreation Department and South Mississippi Art Association to operate and promote ceramics, pottery, and other art programs for Hattiesburg residents in the amount of \$13,000.00 from October 1, 2021, through September 30, 2024; authorize the Mayor to execute and issue manual check for same.

File Number: 2021-1269
Minute Book #

Summary

Recommendation Statement

Please place this on the October 19, 2021 City Council meeting for consideration.

PROFESSIONAL SERVICES AGREEMENT
FOR ESTABLISHMENT OF A CERAMICS PROGRAM
IN THE CITY OF HATTIESBURG

THIS AGREEMENT is made and entered into by and between the City of Hattiesburg, Parks and Recreation Department and the South Mississippi Art Association, (hereinafter referred to as SMAA), for the purpose of engaging the services of said SMAA in the establishment and operation of a ceramics program in the City of Hattiesburg based at the Lt. Ben McNair Recreation Center.

FOR GOOD CONSIDERATION, THE City of Hattiesburg contracts with a ceramic's instructor on the following terms and conditions:

LENGTH OF CONTRACT AND SALARY:

This contract shall be for a period of three (3) years October 1, 2021 to September 30, 2024 and will be subject to annual review and renewal. The City of Hattiesburg will pay SMAA an annual fee of \$13,000.00 to be paid at the beginning of each budget year for the City.

As an independent contractor, said SMAA accepts responsibility for and agrees that it will be responsible for the payment of the federal income taxes, state income taxes, and social security withholdings. Further, SMAA understand that no other benefits shall accrue to or be extended to SMAA, such as health, life, or disability insurance, vacation time, sick leave time, worker's compensation, or any other benefits that are offered and paid to or for employees of the City.

DUTIES AND POSITION:

SMAA shall make a financial report to the Director of Parks and Recreation, or one of his assigned employees, at the end of the City budget year, and shall maintain a workweek of two days per week at least. SMAA shall develop and establish a ceramics program for the City of Hattiesburg, and said program to include instruction classes if needed. SMAA will be responsible for cleanup of the rooms where ceramics are involved.

TERMINATION OF AGREEMENT:

Without cause, the City may terminate this agreement at any time upon thirty (30) days written notice to SMAA. If the City requests, SMAA will continue to perform her duties and be paid her regular salary up to the date of termination. Without cause, SMAA will have the right to terminate this agreement upon providing thirty (30) days written notice to the City. SMAA may be required to perform its duties and be paid its regular contracted amount to the date of termination, and if SMAA cannot fulfill their duties in the contract, all monies not used will be returned to the City. Notwithstanding, anything to the contrary contained in this agreement, the City may terminate SMAA's contract with City for cause without notice.

ADDITIONAL OPPORTUNITIES FOR SMAA:

The City of Hattiesburg agrees to allow SMAA to conduct a sculptor and/or pottery classes under the SMAA umbrella. These classes shall be in the same area of the Lt. Ben McNair Recreation Center as the ceramic classes at different times and days. SMAA will be responsible for furnishing the instructor for these classes. The students of these classes will be responsible for their own supplies.

ASSISTANCE IN LITIGATION:

SMAA upon reasonable notice, shall furnish such information and proper assistance to the City as it may reasonably require in connection with any litigation in which it is, or may become, a party either during or after contracted.

SEVERABILITY:

If, for any reason, any provision of this agreement is held invalid, all other provisions of this agreement shall remain in effect.

ORAL MODIFICATIONS NOT BINDING:

This instrument is the entire agreement of the City and SMAA. Oral changes shall have no effect. It may be altered by written agreement signed by the party against whom enforcement of any waiver, change, modification, extension, or discharge is sought.

SIGNED this 20th day of October, 2021.

South Mississippi Art Association
President

Toby Barker
Mayor, City of Hattiesburg

Witness



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, October 19, 2021

Re: Approve Agreement between the City of Hattiesburg Parks and Recreation Department and Hattiesburg Arts Council in the amount of \$20,760.00 to provide art for children programs and art and cultural opportunities for adults, seniors, and persons with disabilities for Hattiesburg residents, for the operating period of October 1, 2021 through September 30, 2022 and authorize the Mayor to execute in duplicate and issue manual check for same.

File Number: 2021-1270
Minute Book #

Summary

Recommendation Statement

Please place this on the October 19, 2021 City Council meeting for consideration.

STATE OF MISSISSIPPI

COUNTY OF FORREST

AGREEMENT

WHEREAS, the **Hattiesburg Arts Council**, formerly the **Hattiesburg Civic Arts Council**, hereinafter referred to as "**Council**" and the **City of Hattiesburg, Mississippi**, a municipal corporation, hereinafter referred to as "**City**", has entered into discussion with view of **Council** providing art for children programs and art and cultural opportunities for adults, seniors, and persons with disabilities in the Hattiesburg area, and the parties hereto desire to reduce to writing their agreement of understanding with a properly executed copy of Agreement provided to each party.

Council and **City** do hereby agree and obligate themselves as follows, to-wit:

I.

Council will provide art for children and art and cultural opportunities for adults, seniors, and persons with disabilities program for residents of the Hattiesburg area, for a period beginning on the 1st day of October 2021 and termination on the 30th day of September 2022. **Council** shall be responsible for operation of the art program including, but not limited to organization, obtaining instructors, supplies, and other related duties and responsibilities. See Program Synopsis attachment.

II.

City shall be responsible for providing space for this art program at the Hattiesburg Recreation Center, the C.E. Roy Center, and other venues as available, and providing to the **Council** an amount not to exceed **Twenty Thousand Seven Hundred Sixty Dollars (\$20,760.00)**, for the purpose of defraying a portion of the expenses incurred by the **Council** for the conduct of this program. The appropriate expenditure reports shall be completed and filed with the **City Clerk** by October 31, 2021.

III.

Council does hereby obligate itself to comply with the policies of the City that all recreation programs shall be open to all citizens of the Hattiesburg area regardless of his/her ability to pay any fees charged for participation in said programs. Council does further obligate itself, in the event availability of the program is limited due to the number of applicants, city residents must receive priority for acceptance in the program.

IV.

It is understood by and between parties that this Agreement may be terminated by either party for any reason upon thirty (30) days written notice of their intention to terminate this Agreement.

V.

City shall take possession of the old Hattiesburg American Building located at 825 North Main Street. City and Council agree to collaborate about future development of an art center for the purpose of providing cultural opportunities for Hattiesburg area residents. City shall pay utilities, provide insurance and seek funding for renovations to the building. Council shall use its staff, experience and expertise to develop a community art center in the approved area. Council may provide tours and host fundraising events for itself on mutually agreed upon dates where City staff is necessary for the execution of the event. Nothing in the agreement shall restrict the City from leasing portions of the property, giving tours, hosting events or renting space for events.

WITNESS OUR SIGNATURES, on duplicate originals, on this, the _____ day of

_____, A.D., _____.

HATTIESBURG ARTS COUNCIL
(formerly the - HATTIESBURG CIVIC
ARTS COUNCIL)

Alejandro Wooten, DIRECTOR

CITY OF HATTIESBURG, MISSISSIPPI

MAYOR

ATTEST:

CITY CLERK

(S E A L)



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, October 19, 2021

Re: Approve Lighting Agreement with Mississippi Power Company for additional lighting at 1305 McInnis Street with a monthly increase of \$23.35, and authorize the Mayor to execute the same.
File Number: 2021-1218
Minute Book #

Summary

Approve Lighting Agreement with Mississippi Power Company for additional lighting at 1305 McInnis Street with a monthly increase of \$23.35, and authorize the Mayor to execute the same.

Recommendation Statement

I recommend approval of lighting agreement.

Please place this on the October 19, 2021 City Council meeting for consideration.

DATE: 9/28/21 _____

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	_____	_____
110 WATT LED	_____	_____
190 WATT LED	_____	_____
280 WATT LED	_____	_____
OTHER FIXTURES		
Pole _____	I - 2 _____	1305 McInnis Monthly Increase \$23.35 _____
50WLED _____	I-1 _____	_____
_____	_____	_____

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, October 19, 2021

Re: Approve Lighting Agreement with Mississippi Power Company for additional lighting at 704 New Orleans Street (intersection of E 7th and New Orleans Streets) with a monthly increase of \$8.43, and authorize the Mayor to execute the same.

File Number: 2021-1238

Minute Book #

Summary

Approve Lighting Agreement with Mississippi Power Company for additional lighting at 704 New Orleans Street (intersection of E 7th and New Orleans Streets) with a monthly increase of \$8.43, and authorize the Mayor to execute the same.

Recommendation Statement

I recommend approval of lighting agreement.

Please place this on the October 19, 2021 City Council meeting for consideration.

DATE: 10/11/21

RE: STREET LIGHT REQUEST AND AUTHORIZATION LETTER

FROM: CITY/TOWN OF Hattiesburg PHONE: _____

AUTHORIZED SIGNATURE _____ DATE: _____

DEVELOPER NAME _____ ACCOUNT # 598418200

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>50 WATT LED</u>	<u>I - 1</u>	<u>704 New Orleans St(Inter. E 7th and New Orleans)</u>
_____	_____	<u>Monthly cost \$8.43</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, October 19, 2021

Re: Approve Lighting Agreement with Mississippi Power Company to remove and replace lighting on W 4th and W 7th Streets from Highway 49 E with a monthly decrease in cost of \$88.50, and authorize the Mayor to execute the same.
File Number: 2021-1224
Minute Book #

Summary

Approve Lighting Agreement with Mississippi Power Company to remove and replace lighting on W 4th and W 7th Streets from Highway 49 E with a monthly decrease in cost of \$88.50, and authorize the Mayor to execute the same.

Recommendation Statement

I recommend approval of lighting agreement.

Please place this on the October 19, 2021 City Council meeting for consideration.

DATE: 10/8/21

RE: STREET LIGHT REQUEST AND AUTHORIZATION LETTER

FROM: CITY/TOWN OF Hattiesburg PHONE: _____

AUTHORIZED SIGNATURE _____ DATE: _____

DEVELOPER NAME _____ ACCOUNT # 598418200

DEVELOPER SIGNATURE _____ DATE: _____

DATE GOVERNMENTAL AUTHORITY TO TAKE OWNERSHIP OF PAYMENT: _____

Attach a plat for development.

TO: MISSISSIPPI POWER COMPANY, ATTN. :(MPC LIGHTING SERVICES) P.O. Box 4079,

Gulfport, MS 39502 or Email: (G2MPCLSVC@southernco.com)

DATE MAIL/EMAIL RECEIVED _____

INSTRUCTIONS: INSTALL STREET LIGHTS AS NOTED IN THE SCHEDULE BELOW. CONSIDER THIS YOUR AUTHORIZATION TO BILL THE NEW LIGHTS UNDER THE TERMS OF THE CURRENTLY APPLICABLE STREET LIGHT RATE (SL) AS APPROVED BY THE MISSISSIPPI PUBLIC SERVICE COMMISSION.

PLEASE TAKE NOTICE: By and through Developer's request and execution hereof, Developer acknowledges and agrees that any electric lighting service for outdoor lighting is subject to MPC's Rules Governing Electric Service and MPC's Outdoor Lighting Electric Rate Schedule (OL). Developer understands and agrees that OL provides for a three (3) year minimum term for lighting (other than special lighting) and Developer shall be liable to MPC for all service under the rate schedule until termination, provided however that Developer shall, in no event, be excused from liability for service during the applicable minimum term. MPC shall be entitled to pursue any and all available legal remedies in the event Developer, or Developer's successors or assigns, fails to make any and all payments as and when due during the term of service.

TYPE LIGHT	NUMBER TO INSTALL (I) NUMBER TO REMOVE (R)	LOCATION AND COMMENTS
COBRA HEAD FIXTURES		
100 WATT HPS	<u>R - 76</u>	_____
150 WATT HPS	<u>R - 7</u>	_____
250 WATT HPS	_____	_____
400 WATT HPS	_____	_____
1000 WATT HPS	_____	_____
350 WATT MH	_____	_____
LED FIXTURES		
90 WATT LED	<u>I - 12</u>	<u>Removing 83 HID fixtures and installing 83 LED fixtures</u>
110 WATT LED	_____	<u>W 4th St and W 7th St from Hwy 49 east.</u>
190 WATT LED	_____	<u>Monthly Savings \$88.50</u>
280 WATT LED	_____	_____
OTHER FIXTURES		
<u>50 Watt LED Roadw</u>	<u>I - 71</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, October 19, 2021

Re: Acknowledge bids received September 30, 2021 for the Paving, Marking & Pedestrian Pathway along Arledge Street, Edwards Street, & Katie Avenue project (aka Police Parking Lot Project) and accept the bid from R & J Construction, Inc. in the amount of \$1,117,479.30; Authorize Mayor to execute contracts upon preparation.
File Number: 2021-1235
Minute Book #

Summary

Acknowledge bids received September 30, 2021 for the Paving, Marking & Pedestrian Pathway along Arledge Street, Edwards Street, & Katie Avenue project (aka Police Parking Lot Project) and accept the bid from R & J Construction, Inc. in the amount of \$1,117,479.30; Authorize Mayor to execute contracts upon preparation.

Recommendation Statement

I recommend approval of this item.

Please place this on the October 19, 2021 City Council meeting for consideration.



Engineering Progress

September 30, 2021

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

Attn: Lamar Rutland, P.E.

RE: Paving, Marking & Pedestrian Pathway along Arledge St, Edwards St, & Katie Ave
City of Hattiesburg, MS

Dear Lamar:

I have certified the enclosed bid tabulation that represents all bids that were received and opened at 10:00 a.m. on September 30, 2021 for the above referenced project.

I am recommending R & J Construction, Inc. of Laurel, MS in the bid amount of One Million, One Hundred Seventeen Thousand, Four Hundred and Seventy-Nine Dollars and Thirty Cents (\$1,117,479.30).

Enclosed is a copy of the original bid from R & J Construction, Inc. and original bids from all other bidders.

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

Sincerely,

A handwritten signature in blue ink, appearing to read 'SHEA E. MCNEASE', written over a large, loopy blue circular scribble.

Shea E. McNease, P.E.
Project Engineer

/md

Enclosures

RECEIVED
10/4/21

BID TAB		September 30, 2021	R & J Construction, Inc.	Walters Construction Company, Inc.
Project:	Paving, Marking & Pedestrian Pathway Along Arledge St, Edwards St, & Katie Ave		P.O. Box 6	2051 HWY 84 E
	City of Hattiesburg		Laurel, MS 39441	Laurel, MS 39441
Project No.	1235-156			

BASE BID

Item No.	Item Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount
*** Demolition ***							
202-B	Removal of Pavement Markings	66	Lin. Ft.	\$9.00	\$594.00	\$10.00	\$660.00
202-B	Removal of Asphalt Pavement, All Depths	5,485	Sq.Yd.	\$6.75	\$37,023.75	\$6.00	\$32,910.00
202-B	Removal of Concrete Pavement, All Depths	925	Sq.Yd.	\$11.25	\$10,406.25	\$12.00	\$11,100.00
202-B	Removal of Curb &/or Curb and Gutter, All Types	365	Lin. Ft.	\$10.00	\$3,650.00	\$15.00	\$5,475.00
202-B	Removal of Concrete Storm Inlets (All Sizes)	4	Each	\$500.00	\$2,000.00	\$750.00	\$3,000.00
202-B	Removal of Concrete Storm Drainage Pipe (Under 36" Diameter) (All Depths)	120	Lin. Ft.	\$20.00	\$2,400.00	\$10.00	\$1,200.00
202-B	Removal of Fence, All Types	1,170	Lin. Ft.	\$3.50	\$4,095.00	\$5.00	\$5,850.00
202-B	Removal of Gates, All Types, All Sizes (Incl. Posts, Brick Columns, etc)	6	Each	\$200.00	\$1,200.00	\$375.00	\$2,250.00
202-B	Removal of Oil/Water Separator w/ Appurtenances	1	Each	\$1,500.00	\$1,500.00	\$3,350.00	\$3,350.00
*** Earthwork & Temporary Erosion Control ***							
203-A	Unclassified Excavation, LVM, AH	350	Cu.Yd.	\$12.00	\$4,200.00	\$18.00	\$6,300.00
203-G	Excess Excavation, LVM, AH	2,775	Cu.Yd.	\$7.50	\$20,812.50	\$12.00	\$33,300.00
211-B	Topsoil for Landscape Islands & Slope Treatment, Contractor Furnished	400	Cu.Yd.	\$16.00	\$6,400.00	\$25.00	\$10,000.00
221-A	Concrete Paved Ditch	1.6	Cu.Yd.	\$2,928.00	\$4,684.80	\$2,500.00	\$4,000.00
226-A	Temporary Grassing	1.0	Acre	\$3,200.00	\$3,200.00	\$3,500.00	\$3,500.00
234-A	Temporary Silt Fence	1,000	Lin. Ft.	\$5.00	\$5,000.00	\$5.00	\$5,000.00
237-A	Wattles, 20"	400	Lin. Ft.	\$7.50	\$3,000.00	\$8.00	\$3,200.00
246-A	Sandbags	250	Lin. Ft.	\$5.50	\$1,375.00	\$5.50	\$1,375.00
*** Landscaping ***							
282-C	Sleeves, 2" PVC	1,320	Lin. Ft.	\$6.00	\$7,920.00	\$12.00	\$15,840.00
282-C	Sleeves, 4" PVC	490	Lin. Ft.	\$11.50	\$5,635.00	\$18.00	\$8,820.00
*** SubBase, Base & Paving ***							
304-A	Granular Material (LVM) (Class 9, Group B)	2,250	Cu.Yd.	\$10.00	\$22,500.00	\$25.00	\$56,250.00
304-G	Crushed Aggregate (610)	565	Tons	\$53.50	\$30,227.50	\$51.50	\$29,097.50
403-A	9.5 mm, ST, Asphalt Pavement	610	Tons	\$154.50	\$94,245.00	\$135.00	\$82,350.00
403-A	19 mm, ST, Asphalt Pavement	1,415	Tons	\$127.00	\$179,705.00	\$115.00	\$162,725.00
403-B	9.5 mm, ST, Asphalt Pavement, Leveling	1	Tons	\$218.00	\$218.00	\$200.00	\$200.00
406-A	Cold Milling of Bituminous Pavement, All Depths	18	Sq. Yd.	\$35.00	\$630.00	\$30.00	\$540.00

BID TAB				September 30, 2021		R & J Construction, Inc.		Walters Construction Company, Inc.	
Project:		Paving, Marking & Pedestrian Pathway Along Arledge St, Edwards St, & Katie Ave				P.O. Box 6		2051 HWY 84 E	
		City of Hattiesburg				Laurel, MS 39441		Laurel, MS 39441	
Project No.		1235-156							
BASE BID									
	*** Drainage ***								
601-B	Class "B" Structural Concrete - Minor Structures	26	Cu.Yd.	\$1,685.00	\$43,810.00	\$1,800.00	\$46,800.00		
602-A	Reinforcing Steel	2,395	Lbs.	\$3.00	\$7,185.00	\$3.00	\$7,185.00		
603-CA	18" Reinforced Concrete Pipe, Class III, Rubber Gaskets	543	Lin. Ft.	\$46.75	\$25,385.25	\$54.00	\$29,322.00		
603-SB	18" Branch Connection, Stub into Existing Reinforced Concrete Pipe	1	Each	\$1,000.00	\$1,000.00	\$1,550.00	\$1,550.00		
604-A	Castings	474	Lbs.	\$5.00	\$2,370.00	\$3.50	\$1,659.00		
604-B	Gratings	1,000	Lbs.	\$5.00	\$5,000.00	\$3.50	\$3,500.00		
604-PP	Modify Existing Inlet, Per Plans	2	Each	\$2,750.00	\$5,500.00	\$4,750.00	\$9,500.00		
605-AA	Geotextile for Subsurface Drainage, Type III	976	Sq. Yd.	\$2.00	\$1,952.00	\$2.50	\$2,440.00		
605-Q	6" Perforated Corrugated Polyethylene Drainage Tubing for Underdrains, SDR 35	1,285	Lin. Ft.	\$14.60	\$18,761.00	\$5.50	\$7,067.50		
605-P	6" Non-Perforated Sewer Pipe for Underdrains, SDR 23.5	50	Lin. Ft.	\$17.00	\$850.00	\$11.00	\$550.00		
605-W	Filter Material for Combination Storm Drain and/or Underdrain, Type A	123	Cu.Yd.	\$63.25	\$7,779.75	\$54.50	\$6,703.50		
605-W	Filter Material for Combination Storm Drain and/or Underdrain, Type B	134	Cu.Yd.	\$30.00	\$4,020.00	\$18.25	\$2,445.50		
	*** Curbing, Sidewalks & Gutters ***								
608-A	4" Depth Concrete Sidewalk, without Reinforcement	895	Sq. Yd.	\$50.00	\$44,750.00	\$65.00	\$58,175.00		
608-A	6" Depth Concrete Sidewalk, without Reinforcement (for Raised Crosswalks) (Incl. Pavement Scoring)	119	Sq. Yd.	\$300.00	\$35,700.00	\$250.00	\$29,750.00		
608-B	Concrete Sidewalk, with Reinforcement (for Steps)	1.7	Cu.Yd.	\$11,000.00	\$18,700.00	\$13,500.00	\$22,950.00		
608-C	Detectable Warning Panels	460	Sq. Ft.	\$22.50	\$10,350.00	\$35.00	\$16,100.00		
609-D	Combination Concrete Curb and Gutter, Per Plans	3,035	Lin. Ft.	\$20.50	\$62,217.50	\$31.00	\$94,085.00		
614-A	Concrete Driveway, without Reinforcement, 7" Thickness	170	Sq. Yd.	\$87.50	\$14,875.00	\$97.25	\$16,532.50		
	*** Miscellaneous ***								
611-B	Brick Pavers	75	Sq. Ft.	\$40.00	\$3,000.00	\$75.00	\$5,625.00		
618-A	Maintenance of Traffic	1	Lump Sum	\$93,500.00	\$93,500.00	\$54,000.00	\$54,000.00		
619-D	Remove and Reset Signs, All Sizes	2	Each	\$225.00	\$450.00	\$500.00	\$1,000.00		
620-A	Mobilization	1	Lump Sum	\$203,645.00	\$203,645.00	\$165,000.00	\$165,000.00		

BID TAB

September 30, 2021

Project: Paving, Marking & Pedestrian Pathway Along Arledge St, Edwards St,
& Katie Ave
City of Hattiesburg

Project No. 1235-156

R & J Construction, Inc.

P.O. Box 6
Laurel, MS 39441

Walters Construction Company, Inc.

2051 HWY 84 E
Laurel, MS 39441

BASE BID

	*** Pavement Striping & Marking ***						
626-B	6" Thermoplastic Traffic Stripe, Continuous Yellow	2,144	Lin. Ft.	\$3.00	\$6,432.00	\$3.00	\$6,432.00
626-G	Thermoplastic Detail Traffic Stripe, White, 6"	2,471	Lin. Ft.	\$4.00	\$9,884.00	\$4.00	\$9,884.00
626-H	Thermoplastic Legend, White (6" Equiv)	1,100	Lin. Ft.	\$5.00	\$5,500.00	\$5.00	\$5,500.00
626-H	Thermoplastic Legend, White	148	Sq. Ft.	\$17.00	\$2,516.00	\$17.00	\$2,516.00
	*** Permanent Traffic Control ***						
630-A	Standard Roadside Signs, Sheet Aluminum, 0.08" Thickness	22	Sq. Ft.	\$28.00	\$616.00	\$28.00	\$616.00
630-C	Steel U-Section Posts, 3.0 Lbs./Ft	72	Lin. Ft.	\$15.00	\$1,080.00	\$15.00	\$1,080.00
	*** Survey & Staking ***						
699-A	Construction Staking	1	Lump Sum	\$21,000.00	\$21,000.00	\$15,000.00	\$15,000.00
	*** Specialty Items ***						
L00018	Handrail, Per Plans (for Steps)	1	Lump Sum	\$7,029.00	\$7,029.00	\$12,350.00	\$12,350.00
Bid Total:					\$1,117,479.30		\$1,123,610.50

This is to certify that I have checked the tabulation of the bids received by the City of Hattiesburg on September 30, 2021, and that said tabulation is true and correct to the best of my belief.

Shea E. McNease, P.E.

Comments:



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, October 19, 2021

Re: Authorize Administration to apply for ARPA Grant for Covid relief for the Bobby L. Chain Municipal Airport; Authorize Mayor to execute application and all necessary forms related to the grant.
File Number: 2021-1236
Minute Book #

Summary

Authorize Administration to apply for ARPA Grant for Covid relief for the Bobby L. Chain Municipal Airport; Authorize Mayor to execute application and all necessary forms related to the grant.

Recommendation Statement

I recommend approval of this item.

Please place this on the October 19, 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: _____

*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:**

\$32,000 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	\$32,000
*b. Applicant	\$0
*c. State	\$0
*d. Local	\$0
*e. Other	\$0
*f. Program Income	\$0
*g. TOTAL	\$32,000

***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, October 19, 2021

Re: Authorize Administration to apply to the U.S. Department of Transportation-Federal Aviation Administration for a grant for construction of Taxiway A Realignment, Improvements & Signage for the Bobby L. Chain Municipal Airport; Authorize Mayor to execute application documents and all other documents related to the grant.
File Number: 2021-1250
Minute Book #

Summary

Authorize Administration to apply to the U.S. Department of Transportation-Federal Aviation Administration for a grant for construction of Taxiway A Realignment, Improvements & Signage for the Bobby L. Chain Municipal Airport; Authorize Mayor to execute application documents and all other documents related to the grant.

Recommendation Statement

I recommend approval of this item.

Please place this on the October 19, 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:

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name:

City of Hattiesburg

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

72-1389768

* c. Organizational DUNS:

d. Address:

* Street1:

200 Forrest Street

Street2:

* City:

Hattiesburg

County/Parish:

Forrest

* State:

MS: Mississippi

Province:

* Country:

USA: UNITED STATES

* Zip / Postal Code:

39401

e. Organizational Unit:

Department Name:

Division Name:

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

Prefix:

Mr.

* First Name:

Lamar

Middle Name:

* Last Name:

Rutland

Suffix:

Title:

Airport Director / City Engineer

Organizational Affiliation:

Hattiesburg-Bobby L. Chain Municipal Airport

* Telephone Number:

(601) 545-4540

Fax Number:

(601) 545-4642

* Email:

info@hattiesburgms.com

Application for Federal Assistance SF-424

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

c: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

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

Federal Aviation Administration (FAA)

11. Catalog of Federal Domestic Assistance Number:

CFDA Title:

*** 12. Funding Opportunity Number:**

* Title:

13. Competition Identification Number:

Title:

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

Add Attachment

Delete Attachment

View Attachment

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

Taxiway A realignment, Improvements, & Signage

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

Fourth

* b. Program/Project

Fourth

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

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal

3,391,200

* b. Applicant

397,400

* c. State

188,400

* d. Local

0

* e. Other

0

* f. Program Income

* g. TOTAL

\$ 3,977,000

* 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

Add Attachment

Delete Attachment

View Attachment

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:

Mr.

* First Name:

Toby

Middle Name:

* Last Name:

Barker

Suffix:

* Title:

Mayor of Hattiesburg

* Telephone Number:

(601) 545-4500

Fax Number:

(601) 545-4642

* Email:

info@hattiesburgms.com

* Signature of Authorized Representative:

* Date Signed:

Application for Federal Assistance (Development and Equipment Projects)

PART II – PROJECT APPROVAL INFORMATION

Part II - SECTION A	
The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.	
Item 1. Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)?	☒ Yes ☐ No
Item 2. Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later?	☒ Yes ☐ No ☐ N/A
Item 3. Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events.	☐ Yes ☒ No ☐ N/A
Item 4. Will the project(s) covered by this request have impacts or effects on the environment that require mitigating measures? If yes, attach a summary listing of mitigating measures to this application and identify the name and date of the environmental document(s).	☐ Yes ☒ No ☐ N/A
Item 5. Is the project covered by this request included in an approved Passenger Facility Charge (PFC) application or other Federal assistance program? If yes, please identify other funding sources by checking all applicable boxes. ☐ The project is included in an <i>approved</i> PFC application. If included in an approved PFC application, does the application <i>only</i> address AIP matching share? ☐ Yes ☐ No ☐ The project is included in another Federal Assistance program. Its CFDA number is below.	
Item 6. Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals? ☐ Yes ☒ No ☐ N/A If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply: ☐ De Minimis rate of 10% as permitted by 2 CFR § 200.414. ☐ Negotiated Rate equal to _____ on _____ % as approved by _____ (Date) (2 CFR part 200, appendix VII). (the Cognizant Agency) <i>Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.</i>	

PART II - SECTION B

Certification Regarding Lobbying

The declarations made on this page are under the signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached. The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

The Authorized Representative certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sponsor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Authorized Representative shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The Authorized Representative shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

PART II – SECTION C

The Sponsor hereby represents and certifies as follows:

1. Compatible Land Use – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

This is on Airport Land. The Taxiway A Realignment, Improvements and Signage project has no effect on the adjacent land.

2. Defaults – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

None

3. Possible Disabilities – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

None

4. Consistency with Local Plans – The project is reasonably consistent with plans existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

Yes

5. Consideration of Local Interest – It has given fair consideration to the interest of communities in or near where the project may be located.

N/A

6. Consultation with Users – In making a decision to undertake an airport development project under Title 49, United States Code, it has consulted with airport users that will potentially be affected by the project (§ 47105(a)(2)).

Yes

7. Public Hearings – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

N/A

8. Air and Water Quality Standards – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

N/A

PART II – SECTION C (Continued)

9. Exclusive Rights – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

N/A

10. Land – (a) The sponsor holds the following property interest in the following areas of land, which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

Land is owned by airport.

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

N/A

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

N/A

¹ State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

PART III – BUDGET INFORMATION – CONSTRUCTION

SECTION A – GENERAL	
1. Assistance Listing Number:	20.106
2. Functional or Other Breakout:	

SECTION B – CALCULATION OF FEDERAL GRANT			
Cost Classification	Latest Approved Amount (Use only for revisions)	Adjustment + or (-) Amount (Use only for revisions)	Total Amount Required
1. Administration expense			
2. Preliminary expense			12,000
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			175,000
5. Other Architectural engineering fees			21,000
6. Project inspection fees			199,000
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			3,570,000
12. Equipment			
13. Miscellaneous			
14. Subtotal (Lines 1 through 13)			\$ 3,977,000
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			3,977,000
17. Less: Ineligible Exclusions (Section C, line 23 g.)			
18. Subtotal (Lines 16 through 17)			\$ 3,977,000
19. Federal Share requested of Line 18			3,391,200
20. Grantee share			397,400
21. Other shares			188,400
22. TOTAL PROJECT (Lines 19, 20 & 21)			\$ 3,977,000

SECTION C – EXCLUSIONS

23. Classification (Description of non-participating work)	Amount Ineligible for Participation
a.	
b.	
c.	
d.	
e.	
f.	
g. Total	

SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE

24. Grantee Share – Fund Categories	Amount
a. Securities	\$ 397,400
b. Mortgages	
c. Appropriations (by Applicant)	
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain):	
h. TOTAL - Grantee share	\$ 397,400
25. Other Shares	Amount
a. State	188,400
b. Other	
c. TOTAL - Other Shares	\$ 188,400
26. TOTAL NON-FEDERAL FINANCING	\$ 585,800

SECTION E – REMARKS

(Attach sheets if additional space is required)

Hattiesburg - Bobby L. Chain Municipal Airport
Taxiway A Realignment, Improvements & Signage

Cost Estimate		Non- Participating
1. Preliminary Expense	\$12,000	
2. Engineering	\$163,000	\$12,000
3. Testing	\$18,000	\$3,000
4. Construction	\$3,390,000	\$180,000
5. Inspection	\$185,000	\$14,000
Total	\$3,768,000	\$209,000

Description	Unit of Measure	Approximate Quantity	Probable Cost	
			Unit Price	Total
Taxiway Realignment				
Demolition	Lump Sum	1	-	\$200,000.00
Taxiway / Apron Pavement	S.Y.	6,400	200	\$1,280,000.00
Drainage Including Inlets	L.F.	1,250	280.00	\$350,000.00
Subtotal				\$1,830,000.00
Guidance Signs				
Guidance Signs Complete	Lump Sum	-	-	\$380,000.00
Subtotal				\$380,000.00
Taxiway Improvements, Lighting Upgrade				
Pavement	S.Y.	14,000	60.00	\$840,000.00
Lighting Upgrade	Lump Sum	-	-	\$520,000.00
Subtotal				\$1,360,000.00
GRAND TOTAL				\$3,570,000.00

PART IV – PROGRAM NARRATIVE
(Suggested Format)

PROJECT: Taxiway A Realignment, Improvements, & Signage

AIRPORT: Hattiesburg Bobby L. Chain Minicipal Airport

1. Objective:

The geometry at Taxiway-Apron intersection is not recommended. The direct connection across the taxiway to Runway 13-31 and the wide throat taxiway entrance from the apron can lead to confusion and runway incursion. There is also a need to update guidance signs at cross taxiways and runway ends, several areas of pavement deterioration, and the lighting along the taxiway is also too close to the edge of pavement. The primary objective of HBG is to provide a safe and functional airport that reduces confusion and accidents. This requires safe geometry, operational surfaces, and clear signs. (See Attachment B for References)

2. Benefits Anticipated:

This will increase airport safety for planes entering the taxiway and the runway. The benefit of this project is to bring the airport into compliance with current FAA Standards.

3. Approach: (See approved Scope of Work in Final Application)

The project includes the removal of Taxiway Connector A6 and adjacent slab and drainage restoration. It includes pavement widening of a portion of Taxiway A to the ultimate 75' width (as shown in the approved ALP), pavement restoration in isolated locations of Taxiway A. It includes relocation of taxiway edge lighting to 10 feet from the full strength pavement, updating that lighting to LED, and the necessary adjustment of sign designations at cross taxiways and runway ends.

4. Geographic Location:

Hattiesburg, MS Forrest County
31 Deg. 16' 5"N / 89 Deg. 15' 18"W

5. If Applicable, Provide Additional Information:

N/A

6. Sponsor's Representative: (include address & telephone number)

Lamar Rutland, PE Airport Director / City Engineer
212 West Front Street Hattiesburg, MS 39401
601-545-4540

Attachment B: References

FAA Advisory Circular 150/5300-13A paragraph 401.b(5g) & Figure 4-2

“Indirect Access. Do not design taxiways to lead directly from an apron to a runway without requiring a turn.”

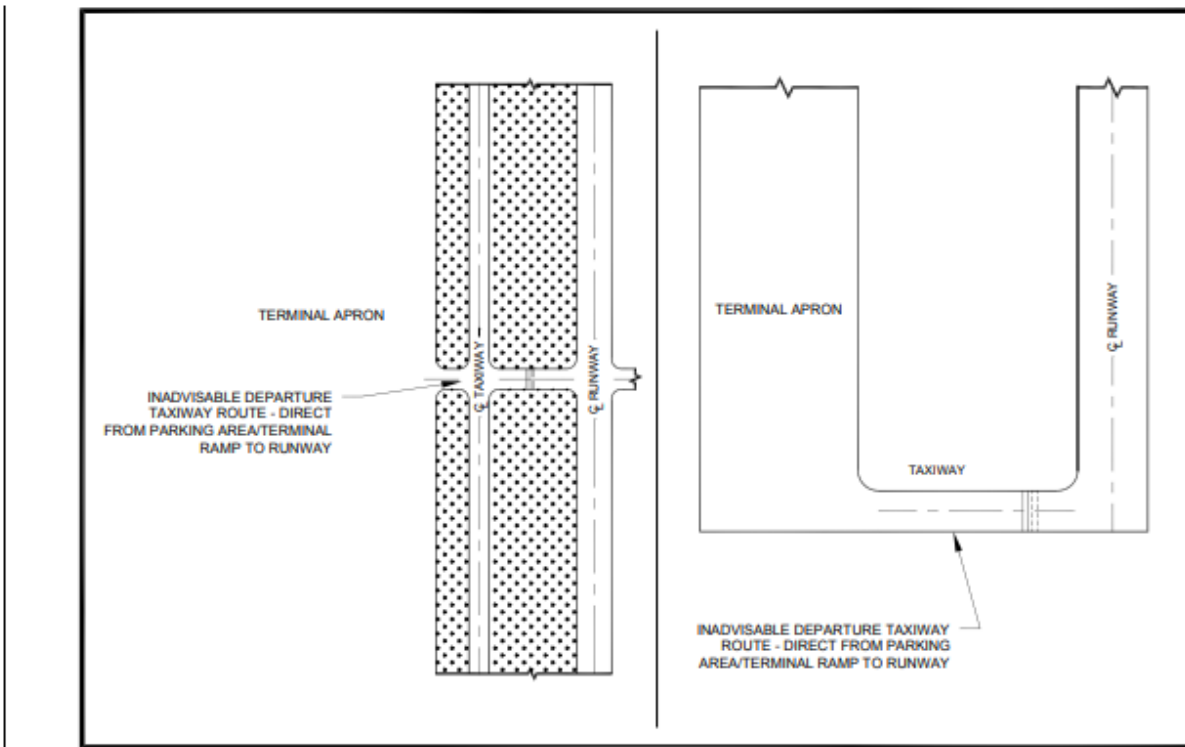
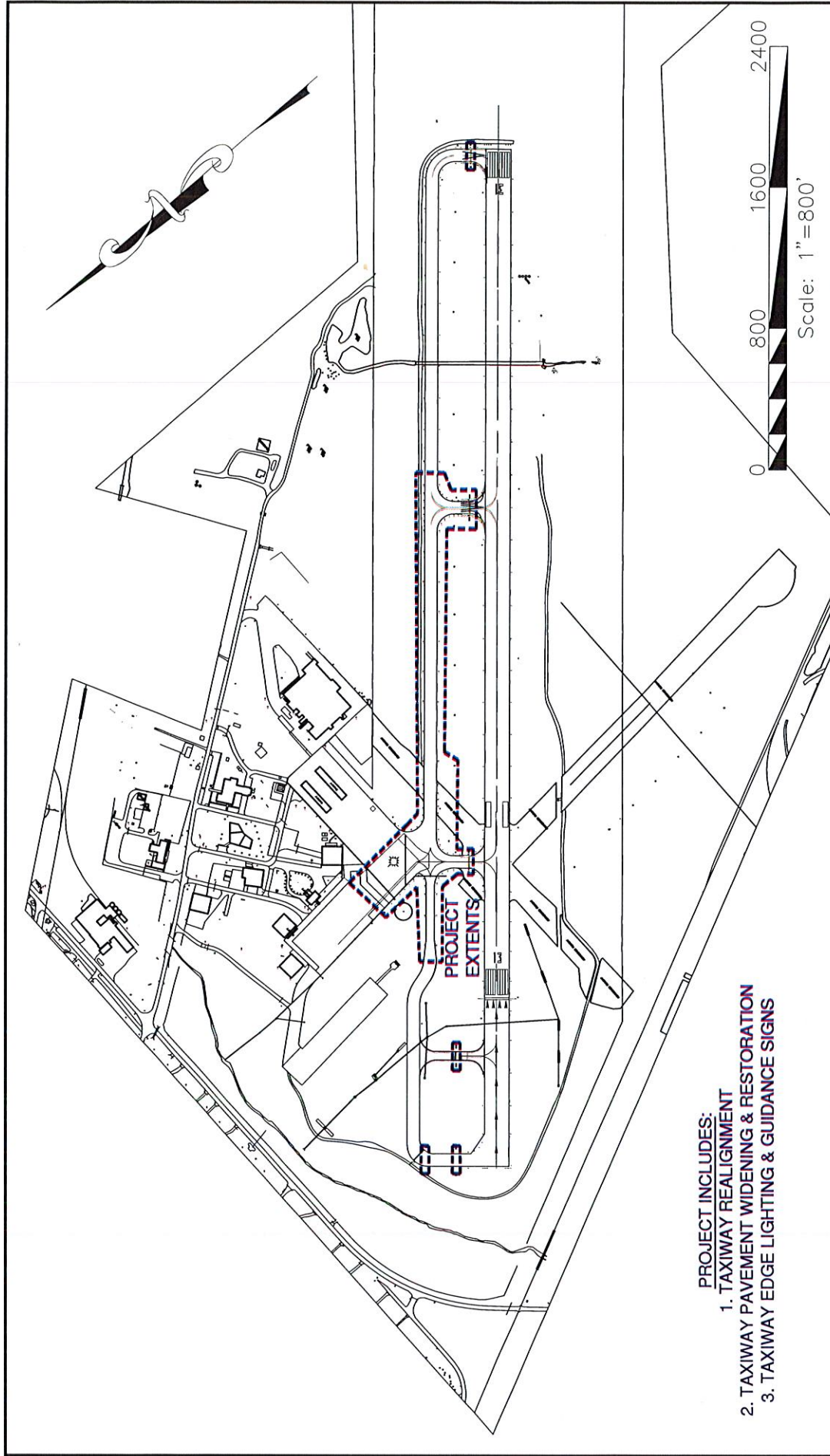


Figure 4-2. Not recommended taxiway design

FAA Advisory Circular 150/5300-13A paragraph 501.a & 501.b

“a. Wide throat taxiway entrances from aprons are not recommended. Such large pavement expanses adjacent to an apron may cause confusion to pilots and loss of situational awareness. Wide expanses of pavement also make it difficult to locate signs and lighting where they are easily visible to pilots.

b. Taxiway connectors that cross over a parallel taxiway from an apron and directly onto a runway are not recommended. Consider a staggered layout when taxiing from an apron onto a parallel taxiway and then onto a stub-taxiway or taxiway connector to a runway.”



**SKETCH TO ACCOMPANY PREAPPLICATION
FOR HBG TAXIWAY A REALIGNMENT, IMPROVEMENTS & SIGNAGE
HATTIESBURG BOBBY L. CHAIN MUNICIPAL AIRPORT (HBG)
HATTIESBURG, MS**

PREPARED BY:

ARE
ENGINEERING
CONSULTANTS

PLANNING, DESIGN, & MANAGEMENT PROFESSIONALS
800 Spring Street, Suite 214 | Greenville, LA 71101
www.areconsultants.com
a division of FORD ENGINEERING SERVICES, PLLC







GRANT AGREEMENT ENGINEERING WORKSHEET

PART A (PREPARED BY AIRPORT OWNER'S ENGINEER OR REPRESENTATIVE)

Airport: HBG Hattiesburg				Location: Forrest County			Proj. No.:		
Brief Item Description (See reverse for typical descriptions)	% Fed	Units	RW	(1) Const or Land Cost	(2) Eng./Land Incidental	(3) Admin	(4) Total	(5) Federal	(6) Non-Federal
Txwy A Realignment	90			\$ 3,570,000	\$ 395,000	\$ 12,000	\$ 3,977,000	\$ 3,391,200	\$ 585,800
							\$ -	\$ -	\$ -
							\$ -	\$ -	\$ -
							\$ -	\$ -	\$ -
							\$ -	\$ -	\$ -
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							\$ -	\$ -	\$ -
TOTALS				\$ 3,570,000	\$ 395,000	\$ 12,000	\$ 3,977,000	\$ 3,391,200	\$ 585,800
(7) Recommended work description for grant offer:									
Update Runway Lighting to FAA Safety Standards									
(8) Justification for any increase in T/A amount of <u>N/A</u> (if no increase, enter "N/A"):									
Signature of Airport Owner's Engineer: Jessica Oldham, EI  Date: 9.24.21									

PART B (PREPARED BY FAA ENGINEER) Land Acquisition and Relocation Assistance Only

	Yes	No		Yes	No
1. People or business(es) (were/are) loc'd on land?			4a. Land costs are based on appraisals, or		
2. Only necessary land is included?			b. based on actual costs for reimbursements?		
3. Land costs are reasonable?			5. Requested land not in previous GA & deleted?		
All Projects (Land and Construction)					
	Yes	No		Yes	No
6. Exhibit "A" received and correct?			12. P & S are in accordance with EIS / FONSI?		
7. Project application signed and correct?			13. Costs are reasonable?		
8. All work in P & S in grant offer?			14. Air/water quality certification received?		
9. Stage construction?			15. Sponsor legally obligated to relocate utility?		
10. Cost based on bids?			16a. Surplus property land sale proceeds available?		
11. Force account?			b. If so, are they applied to this project?		
17. Comments on above numbered items					
18. Recommended special conditions for grant:					
Signature of FAA Project Manager: _____ Date: _____					

Drug-Free Workplace Airport Improvement Program Sponsor Certification

Sponsor: City of Hattiesburg

Airport: Hattiesburg - Bobby L. Municipal Airport

Project Number: 3-28-0031-0030-0022

Description of Work: Taxiway A Realignment, Improvements and Signage

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A statement has been or will be published prior to commencement of project notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition (2 CFR § 182.205).

☒ Yes ☐ No ☐ N/A

2. An ongoing drug-free awareness program (2 CFR § 182.215) has been or will be established prior to commencement of project to inform employees about:

- a. The dangers of drug abuse in the workplace;
- b. The sponsor's policy of maintaining a drug-free workplace;
- c. Any available drug counseling, rehabilitation, and employee assistance programs; and
- d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

☒ Yes ☐ No ☐ N/A

3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above prior to commencement of project (2 CFR § 182.210).

☒ Yes ☐ No ☐ N/A

4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant (2 CFR § 182.205(c)), the employee will:

- a. Abide by the terms of the statement; and
- b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

☒ Yes ☐ No ☐ N/A

5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR § 182.300).

☒ Yes ☐ No ☐ N/A

6. One of the following actions (2 CFR § 182.225(b)) will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:

- a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and
- b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

☒ Yes ☐ No ☐ N/A

7. A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR § 182.200).

☒ Yes ☐ No ☐ N/A

Site(s) of performance of work (2 CFR § 182.230):

Location 1

Name of Location: Hattiesburg - Bobby L. Chain Municipal Airport

Address: 29 Academy Dr., Hattiesburg, MS 39401

Location 2 (if applicable)

Name of Location:

Address:

Location 3 (if applicable)

Name of Location:

Address:

Attach documentation clarifying any above item marked with a "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this day of , .

Name of Sponsor:

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Project Plans and Specifications

Airport Improvement Program Sponsor Certification

Sponsor: City of Hattiesburg

Airport: Hattiesburg - Bobby L. Municipal Airport

Project Number: 3-28-0031-0030-0022

Description of Work: Taxiway A Realignment, Improvements and Signage

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). Labor and civil rights standards applicable to AIP are established by the Department of Labor (www.dol.gov/). AIP Grant Assurance C.1—General Federal Requirements identifies applicable federal laws, regulations, executive orders, policies, guidelines and requirements for assistance under AIP. A list of current advisory circulars with specific standards for procurement, design or construction of airports, and installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The plans and specifications were or will be prepared in accordance with applicable federal standards and requirements, so that no deviation or modification to standards set forth in the advisory circulars, or FAA-accepted state standard, is necessary other than those explicitly approved by the Federal Aviation Administration (FAA) (14 USC § 47105).

☒ Yes ☐ No ☐ N/A

2. Specifications incorporate or will incorporate a clear and accurate description of the technical requirement for the material or product that does not contain limiting or proprietary features that unduly restrict competition (2 CFR §200.319).

☒ Yes ☐ No ☐ N/A

3. The development that is included or will be included in the plans is depicted on the current airport layout plan as approved by the FAA (14 USC § 47107).
- ☒ Yes ☐ No ☐ N/A
4. Development and features that are ineligible or unallowable for AIP funding have been or will be omitted from the plans and specifications (FAA Order 5100.38, par. 3-43).
- ☒ Yes ☐ No ☐ N/A
5. The specification does not use or will not use "brand name" or equal to convey requirements unless sponsor requests and receives approval from the FAA to use brand name (FAA Order 5100.38, Table U-5).
- ☒ Yes ☐ No ☐ N/A
6. The specification does not impose or will not impose geographical preference in their procurement requirements (2 CFR §200.319(b) and FAA Order 5100.38, Table U-5).
- ☒ Yes ☐ No ☐ N/A
7. The use of prequalified lists of individuals, firms or products include or will include sufficient qualified sources that ensure open and free competition and that does not preclude potential entities from qualifying during the solicitation period (2 CFR §319(d)).
- ☒ Yes ☐ No ☐ N/A
8. Solicitations with bid alternates include or will include explicit information that establish a basis for award of contract that is free of arbitrary decisions by the sponsor (2 CFR § 200.319(a)(7)).
- ☒ Yes ☐ No ☐ N/A
9. Concurrence was or will be obtained from the FAA if Sponsor incorporates a value engineering clause into the contract (FAA Order 5100.38, par. 3-57).
- ☒ Yes ☐ No ☐ N/A
10. The plans and specifications incorporate or will incorporate applicable requirements and recommendations set forth in the federally approved environmental finding (49 USC §47106(c)).
- ☒ Yes ☐ No ☐ N/A
11. The design of all buildings comply or will comply with the seismic design requirements of 49 CFR § 41.120. (FAA Order 5100.38d, par. 3-92)
- ☒ Yes ☐ No ☐ N/A
12. The project specification include or will include process control and acceptance tests required for the project by as per the applicable standard:
- a. Construction and installation as contained in Advisory Circular (AC) 150/5370-10.
- ☒ Yes ☐ No ☐ N/A

b. Snow Removal Equipment as contained in AC 150/5220-20.

☐ Yes ☐ No ☒ N/A

c. Aircraft Rescue and Fire Fighting (ARFF) vehicles as contained in AC 150/5220-10.

☐ Yes ☐ No ☒ N/A

13. For construction activities within or near aircraft operational areas(AOA):

a. The Sponsor has or will prepare a construction safety and phasing plan (CSPP) conforming to Advisory Circular 150/5370-2.

b. Compliance with CSPP safety provisions has been or will be incorporated into the plans and specifications as a contractor requirement.

c. Sponsor will not initiate work until receiving FAA's concurrence with the CSPP (FAA Order 5100.38, Par. 5-29).

☒ Yes ☐ No ☐ N/A

14. The project was or will be physically completed without federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design (49 USC §47110(b)(1) and FAA Order 5100.38d, par. 3-100).

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this day of , .

Name of Sponsor:

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Selection of Consultants

Airport Improvement Program Sponsor Certification

Sponsor: City of Hattiesburg

Airport: Hattiesburg - Bobby L. Municipal Airport

Project Number: 3-28-0031-0030-0022

Description of Work: Taxiway A Realignment, Improvements and Signage

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326. Sponsors may use other qualifications-based procedures provided they are equivalent to standards of Title 40 chapter 11 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).
☒ Yes ☐ No ☐ N/A
2. Sponsor procurement actions ensure or will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).
☒ Yes ☐ No ☐ N/A
3. Sponsor has excluded or will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).
☒ Yes ☐ No ☐ N/A

4. The advertisement describes or will describe specific project statements-of-work that provide clear detail of required services without unduly restricting competition (2 CFR § 200.319).
- ☒ Yes ☐ No ☐ N/A
5. Sponsor has publicized or will publicize a RFQ that:
- a. Solicits an adequate number of qualified sources (2 CFR § 200.320(d)); and
- b. Identifies all evaluation criteria and relative importance (2 CFR § 200.320(d)).
- ☒ Yes ☐ No ☐ N/A
6. Sponsor has based or will base selection on qualifications, experience, and disadvantaged business enterprise participation with price not being a selection factor (2 CFR § 200.320(d)).
- ☒ Yes ☐ No ☐ N/A
7. Sponsor has verified or will verify that agreements exceeding \$25,000 are not awarded to individuals or firms suspended, debarred or otherwise excluded from participating in federally assisted projects (2 CFR §180.300).
- ☒ Yes ☐ No ☐ N/A
8. A/E services covering multiple projects: Sponsor has agreed to or will agree to:
- a. Refrain from initiating work covered by this procurement beyond five years from the date of selection (AC 150/5100-14); and
- b. Retain the right to conduct new procurement actions for projects identified or not identified in the RFQ (AC 150/5100-14).
- ☒ Yes ☐ No ☐ N/A
9. Sponsor has negotiated or will negotiate a fair and reasonable fee with the firm they select as most qualified for the services identified in the RFQ (2 CFR § 200.323).
- ☒ Yes ☐ No ☐ N/A
10. The Sponsor's contract identifies or will identify costs associated with ineligible work separately from costs associated with eligible work (2 CFR § 200.302).
- ☒ Yes ☐ No ☐ N/A
11. Sponsor has prepared or will prepare a record of negotiations detailing the history of the procurement action, rationale for contract type and basis for contract fees (2 CFR §200.318(i)).
- ☒ Yes ☐ No ☐ N/A
12. Sponsor has incorporated or will incorporate mandatory contract provisions in the consultant contract for AIP-assisted work (49 U.S.C. Chapter 471 and 2 CFR part 200 Appendix II)
- ☒ Yes ☐ No ☐ N/A

13. For contracts that apply a time-and-material payment provision (also known as hourly rates, specific rates of compensation, and labor rates), the Sponsor has established or will establish:

- a. Justification that there is no other suitable contract method for the services (2 CFR §200.318(j));
- b. A ceiling price that the consultant exceeds at their risk (2 CFR §200.318(j)); and
- c. A high degree of oversight that assures consultant is performing work in an efficient manner with effective cost controls in place 2 CFR §200.318(j)).

☒ Yes ☐ No ☐ N/A

14. Sponsor is not using or will not use the prohibited cost-plus-percentage-of-cost (CPPC) contract method. (2 CFR § 200.323(d)).

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this day of , .

Name of Sponsor:

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



Certification and Disclosure Regarding Potential Conflicts of Interest Airport Improvement Program Sponsor Certification

Sponsor: City of Hattiesburg

Airport: Hattiesburg - Bobby L. Municipal Airport

Project Number: 3-28-0031-0030-0022

Description of Work: Taxiway A Realignment, Improvements and Signage

Application

Title 2 CFR § 200.112 and § 1201.112 address Federal Aviation Administration (FAA) requirements for conflict of interest. As a condition of eligibility under the Airport Improvement Program (AIP), sponsors must comply with FAA policy on conflict of interest. Such a conflict would arise when any of the following have a financial or other interest in the firm selected for award:

- a) The employee, officer or agent,
- b) Any member of his immediate family,
- c) His or her partner, or
- d) An organization which employs, or is about to employ, any of the above.

Selecting "Yes" represents sponsor or sub-recipient acknowledgement and confirmation of the certification statement. Selecting "No" represents sponsor or sub-recipient disclosure that it cannot fully comply with the certification statement. If "No" is selected, provide support information explaining the negative response as an attachment to this form. This includes whether the sponsor has established standards for financial interest that are not substantial or unsolicited gifts are of nominal value (2 CFR § 200.318(c)). The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance.

Certification Statements

1. The sponsor or sub-recipient maintains a written standards of conduct governing conflict of interest and the performance of their employees engaged in the award and administration of contracts (2 CFR § 200.318(c)). To the extent permitted by state or local law or regulations, such standards of conduct provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the sponsor's and sub-recipient's officers, employees, or agents, or by contractors or their agents.

☒ Yes ☐ No

2. The sponsor's or sub-recipient's officers, employees or agents have not and will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements (2 CFR § 200.318(c)).

☒ Yes ☐ No

3. The sponsor or sub-recipient certifies that is has disclosed and will disclose to the FAA any known potential conflict of interest (2 CFR § 1200.112).

☒ Yes ☐ No

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have the explanation for any item marked "no" is correct and complete.

Executed on this day of , .

Name of Sponsor:

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, October 19, 2021

Re: Authorize the Mayor and City Clerk to execute certification to the Municipal Compliance Questionnaire for fiscal year ending September 30, 2021.

File Number: 2021-1272
Minute Book #

Summary

Authorize the Mayor and City Clerk to execute certification to the Municipal Compliance Questionnaire for fiscal year ending September 30, 2021.

Recommendation Statement

Please place this on the October 19, 2021 City Council meeting for consideration.



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Cecilia Jones

cc: Kermas Eaton, City Clerk

Date: Tuesday, October 19, 2021

Re: Acknowledge receipt of Privilege Tax License monthly report September 2021.
File Number: 2021-1225
Minute Book #

Summary

Acknowledge receipt of Privilege Tax License monthly report September 2021.

Recommendation Statement

Recommend acknowledgement of receipt of Privilege Tax License monthly report for September 2021.

Please place this on the October 19, 2021 City Council meeting for consideration.

PRIVILEGE LICENSE MONTHLY REPORT
09/01/2021 TO 09/30/2021

New Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name, & Address of Business</u>
LIC-03-21-021108	\$55.00		EWC HATTIESBURG DISTRICT AT MIDTOWN 3002 HARDY ST STE 140 HATTIESBURG MS 39401
LIC-04-21-021376	\$55.00		HATTIESBURG PUBLISHING, INC. 525 N MAIN ST STE C HATTIESBURG MS 39401
LIC-06-21-021713	\$55.00		EMINENT WINKZ LLC 910 HARDY ST HATTIESBURG MS 39401
LIC-06-21-021816	\$275.00		FOSCORP, LLC 24 CROSS CREEK PKWY STE 30 HATTIESBURG MS 39402
LIC-07-21-022059	\$45.00		ELEGANT DESIGNS, LLC 102 N 10TH AV HATTIESBURG MS 39401
LIC-07-21-022060	\$45.00		ELEGANT DESIGNS 1515 FLORIDA AV STE 10 HATTIESBURG MS 39401
LIC-07-21-022074	\$55.00		GREEN EYE 2901 ARLINGTON LOOP HATTIESBURG MS 39401
LIC-07-21-022078	\$55.00		TURNING HEADZ HAIR STUDIO 560 WEATHERSBY RD STE 100 HATTIESBURG MS 39402
LIC-08-21-022121	\$45.00		PARADISE NUTRITION 4356 LINCOLN RD STE 30 HATTIESBURG MS 39402
LIC-08-21-022214	\$45.00		LAW OFFICE OF JACK DENTON P.O. BOX 17943 HATTIESBURG MS 39404
LIC-08-21-022251	\$55.00		ANOINTED HOUSE CALLS LLC 610 ADELINE ST HATTIESBURG MS 39401
LIC-08-21-022270	\$20.00		RESTAURANT EQUIPMENT MAINTENANCE CO., LLC 995 YEAGER PARKWAY PELHAM AL 35124
LIC-08-21-022381	\$133.00		PINE BELT HONDA P O BOX 1996 HATTIESBURG MS 394031996
LIC-09-21-022389	\$5.00		FAT BOYS OF MAIN STREET PO BOX 1307 HATTIESBURG MS 39403-
LIC-09-21-022390	\$5.00		BROTHERS FOOD MART 801 JAMES STREET HATTIESBURG MS 39401-
LIC-09-21-022399	\$45.00		CROOKED ANCHOR LLC 1012 E HARDY ST HATTIESBURG MS 39401

LIC-09-21-022453	\$150.00	APEX ROOFING & RESTORATION LLC 4601 SOUTH LAKE PKWY HOOVER AL 35244
LIC-09-21-022458	\$45.00	VOLTAIRE ELECTROLYSIS 610 ADELINE ST STE 1-D HATTIESBURG MS 39401
LIC-09-21-022515	\$5.00	FILL UP 5 3809 HARDY ST HATTIESBURG MS 39402
LIC-09-21-022523	\$45.00	PACE ROOFING, LLC P.O. BOX 444 PETAL MS 39465
LIC-09-21-022567	\$5.00	FUEL TIME 16 3100 HARDY ST HATTIESBURG MS 39401
LIC-09-21-022603	\$75.00	SCRUBS N MORE 4649 HARDY ST HATTIESBURG MS 39402
LIC-09-21-022613	\$5.00	DANDY DAN'S #512 6080 HIGHWAY 49 N HATTIESBURG MS 39401
LIC-09-21-022621	\$5.00	DANDY DAN'S #514 PO BOX 15397 HATTIESBURG MS 394040000
LIC-09-21-022624	\$5.00	DANDY DAN'S #515 4401 W HARDY STREET HATTIESBURG MS 39401
LIC-09-21-022627	\$5.00	DANDY DAN'S #516 PO BOX 15397 HATTIESBURG MS 394040000
LIC-09-21-022630	\$5.00	DANDY DAN'S #517 5000 W HARDY STREET HATTIESBURG MS 39403
LIC-09-21-022631	\$20.00	HATTIESBURG HOOKUP 113 GREENWOOD PLACE HATTIESBURG MS 39402
LIC-09-21-022637	\$5.00	DANDY DAN'S #523 PO BOX 15397 HATTIESBURG MS 39404
LIC-09-21-022646	\$5.00	DANDY DAN'S #531 PO BOX 15397 HATTIESBURG MS 39404
LIC-09-21-022681	\$25.00	ZION CHAPEL AME CHURCH 621 NEW ORLEANS ST HATTIESBURG MS 39401
LIC-09-21-022683	\$25.00	ZION CHAPEL AME CHURCH 405 E 7TH ST HATTIESBURG MS 39401
LIC-09-21-022702	\$5.00	FILL UP 4 2306 HARDY ST HATTIESBURG MS 39401
LIC-09-21-022807	\$250.00	BARNES CROSSING AUTO SALES 1000 BROADWAY DR HATTIESBURG MS 39401
LIC-10-20-020178	\$45.00	LONGWOOD CROSSING APARTMENTS 1700 S 28TH AV STE C HATTIESBURG MS 39402

Renewed Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name, & Address of Business</u>
LIC-08-21-022254	\$20.00		ONE 80 FITNESS INC. 4501 HARDY ST STE 50 HATTIESBURG MS 39402
LIC-09-21-022383	\$30.00		SAKURA 6194 HIGHWAY 49 HATTIESBURG MS
LIC-09-21-022384	\$15.00		SAKURA 6194 HIGHWAY 49 HATTIESBURG MS
LIC-09-21-022386	\$15.00		FAT BOYS OF MAIN STREET 1231 N MAIN ST HATTIESBURG MS 39401-
LIC-09-21-022387	\$20.00		FAT BOYS OF MAIN STREET 1231 N MAIN ST HATTIESBURG MS 39401-
LIC-09-21-022391	\$20.00		HEALTHWORKS 5909 HIGHWAY 49 STE 20 HATTIESBURG MS 39402
LIC-09-21-022392	\$30.00		DAVI NAILS 5901 US HIGHWAY 49 HATTIESBURG MS 39401-
LIC-09-21-022393	\$30.00		WASABI SUSHI II INC 6096 HWY 98 HATTIESBURG MS 39402
LIC-09-21-022394	\$15.00		WASABI SUSHI II INC 6096 HWY 98 STE 8 HATTIESBURG MS 39402
LIC-09-21-022395	\$25.00		B & K SEAFOOD INT'L FOOD MARKET 4600 HARDY STREET HATTIESBURG MS 39401-
LIC-09-21-022396	\$15.00		B & K SEAFOOD INT'L FOOD MARKET 4600 HARDY STREET HATTIESBURG MS 39401-
LIC-09-21-022400	\$20.00		PLAZA FIESTA 1111 HARDY STREET HATTIESBURG MS 39401
LIC-09-21-022401	\$15.00		PLAZA FIESTA 1111 HARDY STREET HATTIESBURG MS 394010000
LIC-09-21-022402	\$54.00		PIZZA HUT #2212 1000 BROADWAY DRIVE HATTIESBURG MS 39401-
LIC-09-21-022403	\$30.00		PIZZA HUT #2213 3610 HARDY ST HATTIESBURG MS 39402
LIC-09-21-022404	\$30.00		PIZZA HUT #1181 580 WEATHERSBY RD HATTIESBURG MS 39402
LIC-09-21-022405	\$20.00		STUCKEYS PO BOX 18107 HATTIESBURG MS 394048107

LIC-09-21-022406	\$15.00		STUCKEYS 6733 HIGHWAY 49 N HATTIESBURG MS 39401
LIC-09-21-022407	\$30.00		CDI CONTRACTORS, LLC 3000 CANTRELL RD LITTLE ROCK AR 72202
LIC-09-21-022408	\$45.00		HYBRID PLASTICS, INC. 55 WL RUNNELS INDUSTRIAL DRIVE HATTIESBURG MS 39401
LIC-09-21-022409	\$20.00		A & B DISCOUNT GROCERY CHINESE TAKEOUT 700 EMERALD LANE HATTIESBURG MS 394010000
LIC-09-21-022410	\$20.00		EAST SIDE AUTO REPAIR 121 TUSCAN AVENUE HATTIESBURG MS 394010000
LIC-09-21-022411	\$30.00		DANCE SOUTH, INC 6555 HWY 98 W STE 16 HATTIESBURG MS 39402-
LIC-09-21-022412	\$20.00		COMPADRE'S TAQUERIA & GRILL PO BOX 8183 LAUREL MS 39440-
LIC-09-21-022413	\$15.00		COMPADRE'S TAQUERIA & GRILL PO BOX 8183 LAUREL MS 39440-
LIC-09-21-022414	\$20.00		LOS COMPADRES MEAT MARKET PO BOX 8183 LAUREL MS 39441
LIC-09-21-022415	\$15.00		LOS COMPADRES MEAT MARKET 831 HARDY ST HATTIESBURG MS 39401
LIC-09-21-022418	\$20.00		BMADDOX ENTERPRISES, LLC 5 WAVERLY CT HATTIESBURG MP 39402
LIC-09-21-022419	\$30.00		ROCK -N-ROLL SUSHI 3002 HARDY ST STE 110 HATTIESBURG MS 39401
LIC-09-21-022420	\$15.00		ROCK -N-ROLL SUSHI 3002 HARDY ST STE 110 HATTIESBURG MS 39401
LIC-09-21-022421	\$20.00		WORLD FINANCE CORP PO BOX 6429 GREENVILLE SC 29606-
LIC-09-21-022422	\$20.00		PERFECT PROFILE 710 COUNTRY CLUB ROAD HATTIESBURG MS 39401
LIC-09-21-022423	\$20.00		REGINALD SHELBY 607 CORINNE ST HATTIESBURG MS 39401
LIC-09-21-022424	\$48.00		PEDESCO INC. PO BOX 16563 HATTIESBURG MS 394046563
LIC-09-21-022425	\$20.00	\$2.20	J. OLIVE CO. HATTIESBURG, LLC 106 AZALEA ST MADISON MS 39110
LIC-09-21-022426	\$30.00		PRIORITYONE BANK SPECIAL ASSETS DEPT 16 OFFICE PARK DRIVE STE 4 HATTIESBURG MS 39403

LIC-09-21-022427	\$45.00		FIRST BANK 6300 US HWY 98 HATTIESBURG MS 39402
LIC-09-21-022428	\$20.00		EAGLE TIRE & SERVICE 4934 HARDY STREET HATTIESBURG MS 39402-
LIC-09-21-022430	\$20.00	\$2.40	CHRIS STYLES 212 N 25TH AVENUE HATTIESBURG MS 39401-
LIC-09-21-022431	\$15.00		AMERICAN LEGION POST #24 P O BOX 1093 HATTIESBURG MS 39403-
LIC-09-21-022432	\$15.00		O'CHARLEY'S # 254 4640 HARDY STREET HATTIESBURG MS 39402
LIC-09-21-022433	\$150.00		O'CHARLEY'S # 254 3038 SIDCO DR NASHVILLE TN 37204
LIC-09-21-022434	\$105.00		LONGHORN STEAKHOUSE OF HATTIESBURG # 5258 PO BOX 695016 ORLANDO FL 32869
LIC-09-21-022435	\$15.00		LONGHORN STEAKHOUSE OF HATTIESBURG # 5258 PO BOX 695016 ORLANDO FL 32869
LIC-09-21-022436	\$20.00		HUB CITY EMPLOYMENT INC 201 N N. 25TH AV HATTIESBURG MS 39401-
LIC-09-21-022437	\$20.00		ED'S BURGER JOINT 17318 P O BOX HATTIESBURG MS 39402
LIC-09-21-022438	\$15.00		ED'S BURGER JOINT 3800 HARDY ST HATTIESBURG MS 39402
LIC-09-21-022439	\$90.00		ED'S BURGER JOINT 17318 P O BOX HATTIESBURG MS 39402
LIC-09-21-022440	\$30.00		GREAT SOUTHERN BANK 6232 HIGHWAY 98 W HATTIESBURG MS 39402-
LIC-09-21-022441	\$30.00		CLAXTON JANITORIAL SERVICES INC 16 OFFICE PARK DRIVE 2 HATTIESBURG MS 39402
LIC-09-21-022442	\$20.00		SIDELINES SPORTS CAFE 2763 OAK GROVE ROAD STE 30 HATTIESBURG MS 39402-
LIC-09-21-022443	\$15.00		SIDELINES SPORTS CAFE 2763 OAK GROVE ROAD STE 30 HATTIESBURG MS 39402-
LIC-09-21-022444	\$150.00		DOLLAR TREE #2203 5889 HIGHWAY 49 HATTIESBURG MS 39401
LIC-09-21-022445	\$20.00		STRICKS ON 4TH ST. 3802 W 4TH STREET HATTIESBURG MS 39401-
LIC-09-21-022446	\$15.00		STRICKS ON 4TH ST. 3802 W 4TH STREET HATTIESBURG MS 39401-

LIC-09-21-022447	\$30.00	CHESTERFIELD'S 4646 HARDY STREET HATTIESBURG MS 39402-
LIC-09-21-022448	\$15.00	CHESTERFIELD'S 4646 HARDY STREET HATTIESBURG MS 39402-
LIC-09-21-022449	\$440.00	WINN DIXIE #2626 PO BOX 2209 JACKSONVILLE FL 32203
LIC-09-21-022450	\$15.00	WINN DIXIE #2626 4400 HARDY STREET HATTIESBURG MS 39402
LIC-09-21-022454	\$20.00	DRAGON HOUSE BAR & GRILL, LLC 6131 HWY 49 S HATTIESBURG MS 39401
LIC-09-21-022455	\$15.00	DRAGON HOUSE BAR & GRILL, LLC 6131 HWY 49 HATTIESBURG MS 39401
LIC-09-21-022456	\$60.00	DRAGON HOUSE BAR & GRILL, LLC 6131 HWY 49 S HATTIESBURG MS 39401
LIC-09-21-022457	\$20.00	KING'S REPAIR SERVICE PO BOX 980 CARRIERE MS 39426
LIC-09-21-022459	\$33.00	BUFFALO WILD WINGS BAR & GRILL 1024 OLD HWY 471 STE C BRANDON MS 39042
LIC-09-21-022460	\$15.00	BUFFALO WILD WINGS BAR & GRILL 3 CHURCHILL STREET HATTIESBURG MS 39402
LIC-09-21-022461	\$20.00	CHICKEN SALAD CHICK 3002 HARDY ST STE 160 HATTIESBURG MS 39401
LIC-09-21-022462	\$90.00	PYROS PIZZA 3002 HARDY ST STE 170 HATTIESBURG MS 39401
LIC-09-21-022463	\$15.00	PYROS PIZZA 3002 HARDY ST STE 170 HATTIESBURG MS 39401
LIC-09-21-022464	\$40.00	CORNER MARKET #9314 5266 OLD HIGHWAY 11 HATTIESBURG MS 39402
LIC-09-21-022465	\$15.00	CORNER MARKET #9314 PO BOX 16569 HATTIESBURG MS 394040000
LIC-09-21-022466	\$440.00	CORNER MARKET 9006 3720 HARDY ST STE 7 HATTIESBURG MS 39402
LIC-09-21-022467	\$15.00	CORNER MARKET 9006 3720 HARDY ST STE 7 HATTIESBURG MS 39402
LIC-09-21-022468	\$40.00	CORNER MARKET 9006 PO BOX 16569 HATTIESBURG MS 39404
LIC-09-21-022469	\$250.00	CORNER MARKET #6089 2800 LINCOLN RD HATTIESBURG MS 39402

LIC-09-21-022470	\$15.00		CORNER MARKET #6089 2800 LINCOLN RD HATTIESBURG MS 39402
LIC-09-21-022471	\$25.00		CORNER MARKET #6089 P O BOX 16569 HATTIESBURG MS 39402
LIC-09-21-022472	\$40.00		CORNER MARKET #6089 2800 LINCOLN RD HATTIESBURG MS 39402
LIC-09-21-022473	\$150.00		PURPLE PARROT/CRESCENT CITY GRILL PO BOX 17318 HATTIESBURG MS 394047318
LIC-09-21-022474	\$15.00		PURPLE PARROT/CRESCENT CITY GRILL PO BOX 17318 HATTIESBURG MS 394047318
LIC-09-21-022475	\$200.00		OLD NAVY # 3373 6143 HIGHWAY 98 STE 30 HATTIESBURG MS 39402
LIC-09-21-022476	\$30.00		PLANET FITNESS 6128 US HWY 49 HATTIESBURG MS 39401
LIC-09-21-022477	\$20.00	\$3.00	FIRST CALL HEATING & AIR LLC 751 EATONVILLE ROAD HATTIESBURG MS 39402-
LIC-09-21-022478	\$20.00		SHELTON FOOD STORE 816 EDWARDS STREET HATTIESBURG MS 39401
LIC-09-21-022479	\$15.00		SHELTON FOOD STORE 816 EDWARDS STREET HATTIESBURG MS 39401
LIC-09-21-022480	\$20.00		VICTORIA'S GROCERY 407 MARTIN LUTHER KING AV HATTIESBURG MS 39401
LIC-09-21-022481	\$90.00		HOOTERS OF HATTIESBURG 101 CARLISLE DRIVE HATTIESBURG MS 39402-
LIC-09-21-022482	\$15.00		HOOTERS OF HATTIESBURG 101 CARLISLE DRIVE HATTIESBURG MS 39402-
LIC-09-21-022483	\$15.00		VICTORIA'S GROCERY 407 MARTIN LUTHER KING AV HATTIESBURG MS 39401
LIC-09-21-022484	\$20.00		BKPTV 215 MOBILE ST STE 100 HATTIESBURG MS 39401
LIC-09-21-022485	\$30.00		SWEET PEPPERS DELI - LINCOLN PO BOX 1368 COLUMBUS MS 397030000
LIC-09-21-022486	\$20.00		SULLY'S TAVERN 213 SULLIVAN KILLRAIN ROAD HATTIESBURG MS 39401-
LIC-09-21-022487	\$15.00		SULLY'S TAVERN 2000 W PINE STREET HATTIESBURG MS 39403
LIC-09-21-022488	\$150.00		COURTESY FORD PO BOX 352 HATTIESBURG 39403

LIC-09-21-022489	\$30.00		COURTESY FORD 6393 HWY 98 HATTIESBURG 39402
LIC-09-21-022490	\$42.00		COURTESY QUICKLANE 6393 HWY 98 W HATTIESBURG MS 39402
LIC-09-21-022491	\$30.00		COURTESY COLLISION CENTER P.O. BOX 352 HATTIESBURG MS 39403
LIC-09-21-022492	\$20.00		PHO SAIGON VIETNAMESE CUISINE 2902 HARDY ST STE 40 & 50 HATTIESBURG MS 39401
LIC-09-21-022493	\$15.00		PHO SAIGON VIETNAMESE CUISINE 2902 HARDY ST STE 40 & 50 HATTIESBURG MS 39401
LIC-09-21-022494	\$30.00		SHENANIGANS OF HATTIESBURG, LLC 2100 W PINE ST HATTIESBURG MS 39401
LIC-09-21-022495	\$15.00		SHENANIGANS OF HATTIESBURG, LLC 2100 W PINE STREET HATTIESBURG MS 39401
LIC-09-21-022498	\$20.00	\$3.00	SOUTHWESTERN SERVICES 2901 SUFFOLK DR STE 100 FORT WORTH TX 76133
LIC-09-21-022499	\$20.00	\$2.40	TJ'S LEARNING CENTER AFTER SCHOOL 1901 ARCADIA ST HATTIESBURG MS 39401
LIC-09-21-022500	\$30.00	\$3.60	TJ'S LEARNING CENTER 1903 ARCADIA STREET HATTIESBURG MS 39401-
LIC-09-21-022501	\$25.00		WARRIOR TIRE & SERVICE 5279 OLD HIGHWAY 11 HATTIESBURG MS 39402-
LIC-09-21-022502	\$54.00		THE MEXICAN KITCHEN 406 CLASSIC DRIVE HATTIESBURG MS 394020000
LIC-09-21-022503	\$15.00		THE MEXICAN KITCHEN 406 CLASSIC DRIVE HATTIESBURG MS 39402
LIC-09-21-022505	\$20.00		BYPASS FOOD MART LLC 5386 OLD HWY 42 HATTIESBURG MS 39401-
LIC-09-21-022506	\$15.00		BYPASS FOOD MART LLC 5386 OLD HWY 42 HATTIESBURG MS 39401-
LIC-09-21-022507	\$20.00		HARDY FOOD MART 4100 HARDY ST HATTIESBURG MS 39402
LIC-09-21-022508	\$15.00		HARDY FOOD MART 4100 HARDY ST HATTIESBURG MS 39402
LIC-09-21-022511	\$20.00	\$2.60	AXESMITH LLC 277 LOST ORCHARD DR
LIC-09-21-022512	\$20.00		BY-PASS GROCERY PO BOX 265 PETAL MS 394650000

LIC-09-21-022513	\$25.00	FILL UP 5 3809 HARDY ST HATTIESBURG MS 39402
LIC-09-21-022514	\$15.00	FILL UP 5 3809 HARDY ST HATTIESBURG MS 39402
LIC-09-21-022516	\$30.00	UNIVERSITY FLORIST & GIFTS LLC 6074 HWY 49 HATTIESBURG MS 39401-
LIC-09-21-022517	\$20.00	THE RED JASPER 3416 HARDY ST STE 140 HATTIESBURG MS 39401
LIC-09-21-022518	\$36.00	DEL SOL MEXICAN RESTAURANT LLC 560 WEATHERSBY ROAD STE 150 HATTIESBURG MS 39402-
LIC-09-21-022519	\$15.00	DEL SOL MEXICAN RESTAURANT LLC 560 WEATHERSBY ROAD STE 150 HATTIESBURG MS 39402-
LIC-09-21-022521	\$20.00	USAMEX STORE 1000 ARLEDGE ST HATTIESBURG MS 39401
LIC-09-21-022522	\$15.00	USAMEX STORE 1000 ARLEDGE ST HATTIESBURG MS 39401
LIC-09-21-022524	\$20.00	SCOTT BOATNER CONSTRUCTION INC. 602A W MAIN STREET LOUISVILLE MS 39339-
LIC-09-21-022526	\$45.00	TAYLOR TOWING 5582 HWY 42 HATTIESBURG MS 39401-
LIC-09-21-022527	\$20.00	UNIVERSITY INN 6547 HIGHWAY 49 N HATTIESBURG MS 39401
LIC-09-21-022528	\$15.00	UNIVERSITY INN 6547 HIGHWAY 49 N HATTIESBURG MS 39401
LIC-09-21-022529	\$20.00	UPDOWN TRAMPOLINE PARK 622 HWY 589 PURVIS MS 39475
LIC-09-21-022530	\$380.00	HOBBY LOBBY STORES INC #269 5058 HARDY STREET HATTIESBURG MS 39402
LIC-09-21-022531	\$25.00	ROSHNI LLC 120 WESTOVER DR STE 10 HATTIESBURG MS 39402-
LIC-09-21-022532	\$30.00	TAZIKI'S MEDITERRANEAN CAFE 3102 HARDY ST STE 20 HATTIESBURG MS 39403
LIC-09-21-022533	\$15.00	ROSHNI LLC 120 WESTOVER DR STE 10 HATTIESBURG MS 39402
LIC-09-21-022534	\$15.00	TAZIKI'S MEDITERRANEAN CAFE 3102 HARDY ST STE 20 HATTIESBURG MS 39403
LIC-09-21-022535	\$33.00	WOOLWINE AUTO PLEX LLC 1510 W PINE STREET HATTIESBURG MS 39401-

LIC-09-21-022536	\$30.00	LORESCO, INC. 421 JM TATUM INDUSTRIAL DRIVE HATTIESBURG MS 39401
LIC-09-21-022537	\$800.00	BOOKS-A-MILLION #431 PO BOX 19768 BIRMINGHAM AL 352190000
LIC-09-21-022538	\$150.00	CHILI'S GRILL & BAR #542 4500 HARDY STREET HATTIESBURG MS
LIC-09-21-022539	\$15.00	CHILI'S GRILL & BAR #542 4500 HARDY STREET HATTIESBURG MS
LIC-09-21-022540	\$20.00	BRAZEN "SKATEBOARDS" SKATE SHOP 6086 US HWY 98 W STE 4 HATTIESBURG MS 39402-
LIC-09-21-022541	\$20.00	SKY SUSHI OF MS INC 6565 HWY 98 W STE 120 HATTIESBURG MS 39402
LIC-09-21-022542	\$15.00	SKY SUSHI OF MS INC 6565 HWY 98 W STE HATTIESBURG MS
LIC-09-21-022543	\$30.00	PAPITOS GRILL 6313 US HWY 49 HATTIESBURG MS 39401
LIC-09-21-022544	\$15.00	PAPITOS GRILL 6313 US HWY 49 HATTIESBURG MS 39401
LIC-09-21-022545	\$66.00	HILTON GARDEN INNS 7930 JONES BRANCH DR MCLEAN VA 22102
LIC-09-21-022546	\$15.00	HILTON GARDEN INNS 7930 JONES BRANCH DR MCLEAN VA 22102
LIC-09-21-022547	\$50.00	CIRCLE K STORE #2723395 4050 US HWY 11 HATTIESBURG MS 39403
LIC-09-21-022548	\$15.00	CIRCLE K STORE #2723395 4050 US HWY 11 HATTIESBURG MS 39403
LIC-09-21-022549	\$25.00	GOLDEN EAGLE EXPRESS 208 N 38TH AVENUE HATTIESBURG MS 39402-
LIC-09-21-022550	\$15.00	GOLDEN EAGLE EXPRESS 208 N 38TH AVENUE HATTIESBURG MS 39402-
LIC-09-21-022551	\$20.00	SHOEMAKER PROPERTY MANAGEMENT LLC DBA 219 S 40TH AVENUE STE F HATTIESBURG MS 39402
LIC-09-21-022552	\$36.00	WALLEY ELECTRIC COMPANY INC 4240 FORT KALI OKA DR SARALAND AL 36571
LIC-09-21-022553	\$20.00	TURBO C STORE #20 PO BOX 16448 HATTIESBURG MS 39404-
LIC-09-21-022554	\$15.00	TURBO C STORE #20 PO BOX 16448 HATTIESBURG MS 39404-

LIC-09-21-022555	\$20.00	PINEBELT DISCOUNT BEER & TOBACCO PO BOX 16448 HATTIESBURG MS 39404
LIC-09-21-022556	\$15.00	PINEBELT DISCOUNT BEER & TOBACCO PO BOX 16448 HATTIESBURG MS 39404
LIC-09-21-022557	\$50.00	CLARK'S #50 6540 HWY 49 HATTIESBURG MS 39402
LIC-09-21-022558	\$15.00	CLARK'S #50 6540 HWY 49 HATTIESBURG MS 39402
LIC-09-21-022560	\$5.00	CLARK'S #50 6540 HWY 49 HATTIESBURG MS 39402
LIC-09-21-022561	\$15.00	HAMPTON INN HATTIESBURG 308 N PETERS RD 100 KNOXVILLE TN 37922
LIC-09-21-022562	\$20.00	HAMPTON INN HATTIESBURG 308 N PETERS RD 100 KNOXVILLE TN 37922
LIC-09-21-022563	\$20.00	HOME 2 HATTIESBURG 308 N PETERS RD 100 KNOXVILLE TN 37922
LIC-09-21-022564	\$15.00	HOME 2 HATTIESBURG 116 PLAZA DR HATTIESBURG MS 39402
LIC-09-21-022565	\$40.00	SOUTH LAKE SERENE 4062 HIGHWAY 11 HATTIESBURG MS 39402
LIC-09-21-022566	\$15.00	SOUTH LAKE SERENE 4062 HIGHWAY 11 HATTIESBURG MS 39402
LIC-09-21-022568	\$20.00	FUEL TIME 16 3100 HARDY ST HATTIESBURG MS 39401
LIC-09-21-022569	\$15.00	FUEL TIME 16 3100 HARDY ST HATTIESBURG MS 39401
LIC-09-21-022570	\$20.00	KEITH'S SUPERSTORE #150 6750 HIGHWAY 49 HATTIESBURG MS 39402
LIC-09-21-022571	\$15.00	KEITH'S SUPERSTORE #150 7048 HIGHWAY 49 HATTIESBURG MS 394020000
LIC-09-21-022572	\$20.00	KEITH'S SUPERSTORE #135 5331 OLD HIGHWAY 11 HATTIESBURG MS
LIC-09-21-022573	\$15.00	KEITH'S SUPERSTORE #135 5331 OLD HIGHWAY 11 HATTIESBURG MS
LIC-09-21-022574	\$30.00	W.R. FAIRCHILD CONSTRUCTION CO. 6330 HIGHWAY 49 N HATTIESBURG MS 39401
LIC-09-21-022575	\$30.00	BREWSKY'S 2000 W PINE ST HATTIESBURG MS 39401

LIC-09-21-022576	\$15.00		BREWSKY'S 3818 W 4TH STREET HATTIESBURG MS 39401
LIC-09-21-022580	\$30.00	\$3.30	ADELMAN & STEINER, P.A. 224 2ND STREET HATTIESBURG MS 39401
LIC-09-21-022581	\$20.00		BEYOND THERAPY HATTIESBURG, LLC 6397 LEE HIGHWAY STE 300 CHATTANOOGA TN 37421
LIC-09-21-022582	\$30.00		CHINA BUFFET OF SOUTHERN, INC 4600 HARDY STREET 22 HATTIESBURG MS 39402-
LIC-09-21-022583	\$15.00		CHINA BUFFET OF SOUTHERN, INC 4600 HARDY STREET 22 HATTIESBURG MS 39402-
LIC-09-21-022584	\$30.00	\$3.90	T.L. WARD ELECTRIC CO. INC. P O BOX 1776 PURVIS MS 39475
LIC-09-21-022585	\$800.00		WALGREENS #05307 6130 HIGHWAY 49 HATTIESBURG MS 39401
LIC-09-21-022586	\$15.00		WALGREENS #05307 6130 HIGHWAY 49 HATTIESBURG MS 39401
LIC-09-21-022587	\$45.00		REDBOX AUTOMATED RETAIL LLC 2507 HARDY STREET HATTIESBURG MS 39401-
LIC-09-21-022588	\$380.00		WALGREENS #07579 5093 HARDY STREET HATTIESBURG MS 39402
LIC-09-21-022589	\$15.00		WALGREENS #07579 PO BOX 901 DEERFIELD IL 600154600
LIC-09-21-022590	\$45.00		REDBOX AUTOMATED RETAIL, LLC ONE TOWER LANE STE 800 OAKBROOK TERRACE IL 60181-
LIC-09-21-022591	\$45.00		REDBOX AUTOMATED RETAIL LLC ONE TOWER LN STE 800 OAKBROOK TERRACE IL 60185-
LIC-09-21-022592	\$1,840.00		WAL-MART SUPERCENTER #2717 702 S WEST 8TH ST N DEPT. 8916 BENTONVILLE AR 72716
LIC-09-21-022593	\$100.00		WAL-MART SUPERCENTER #2717 702 S WEST 8TH ST N DEPT. 8916 BENTONVILLE AR 72716
LIC-09-21-022594	\$15.00		WAL-MART SUPERCENTER #2717 702 S WEST 8TH ST N DEPT. 8916 BENTONVILLE AR 72716
LIC-09-21-022595	\$1,840.00		WAL-MART SUPERCENTER #916 6072 HIGHWAY 98 HATTIESBURG MS 39402
LIC-09-21-022596	\$100.00		WAL-MART SUPERCENTER #916 6072 HIGHWAY 98 HATTIESBURG MS 39402
LIC-09-21-022597	\$15.00		WAL-MART SUPERCENTER #916 6072 HIGHWAY 98 HATTIESBURG MS 39402

LIC-09-21-022598	\$40.00	WAL-MART SUPERCENTER #916 702 S WEST 8TH ST DEPT 8916 BENTONVILLE AR 72716
LIC-09-21-022599	\$1,840.00	SAM'S CLUB #6503 6080 HIGHWAY 98 HATTIESBURG MS
LIC-09-21-022600	\$15.00	SAM'S CLUB #6503 6080 HIGHWAY 98 HATTIESBURG MS
LIC-09-21-022601	\$40.00	SAM'S CLUB #6503 6080 HIGHWAY 98 HATTIESBURG MS
LIC-09-21-022602	\$20.00	EQUINOX COFFEE 1901 HARDY ST HATTIESBURG MS 39401
LIC-09-21-022606	\$20.00	MAGGIES BEER HOUSE 116 W FLORENCE ST HATTIESBURG MS 39401
LIC-09-21-022607	\$15.00	MAGGIES BEER HOUSE 116 W FLORENCE ST HATTIESBURG MS 39401
LIC-09-21-022608	\$20.00	T.C.M. SERVICES 117 BUCKS RD HATTIESBURG MS 39401
LIC-09-21-022609	\$45.00	DAN'S CAFE 4878 HIGHWAY 49 S HATTIESBURG MS 39401
LIC-09-21-022610	\$20.00	DANDY DAN'S #511 PO BOX 15397 HATTIESBURG MS 394040000
LIC-09-21-022611	\$15.00	DANDY DAN'S #511 6417 HIGHWAY 49 N HATTIESBURG MS 39401
LIC-09-21-022612	\$20.00	DANDY DAN'S #512 PO BOX 15397 HATTIESBURG MS 39404-
LIC-09-21-022614	\$36.00	WATTS ELECTRICAL & A /C, INC 1116 BROAD STREET COLUMBIA MS 39429
LIC-09-21-022615	\$72.00	TABELLA 3720 HARDY STREET HATTIESBURG MS 39402-
LIC-09-21-022616	\$15.00	TABELLA 3720 HARDY STREET HATTIESBURG MS 39402-
LIC-09-21-022617	\$20.00	DANDY DAN'S #513 2010 W PINE STREET HATTIESBURG MS 39401
LIC-09-21-022618	\$15.00	DANDY DAN'S #513 2010 W PINE STREET HATTIESBURG MS 39401
LIC-09-21-022619	\$20.00	DANDY DAN'S #514 4041 HIGHWAY 11 HATTIESBURG MS 39401
LIC-09-21-022620	\$15.00	DANDY DAN'S #514 4041 HIGHWAY 11 HATTIESBURG MS 39401

LIC-09-21-022622	\$20.00	DANDY DAN'S #515 PO BOX 15397 HATTIESBURG MS 394040000
LIC-09-21-022623	\$15.00	DANDY DAN'S #515 4401 W HARDY STREET HATTIESBURG MS 39401
LIC-09-21-022625	\$20.00	DANDY DAN'S #516 PO BOX 15397 HATTIESBURG MS 394040000
LIC-09-21-022626	\$15.00	DANDY DAN'S #516 4878 HIGHWAY 49 S HATTIESBURG MS 39401
LIC-09-21-022628	\$20.00	DANDY DAN'S #517 5000 W HARDY STREET HATTIESBURG MS 39403
LIC-09-21-022629	\$15.00	DANDY DAN'S #517 5000 W HARDY STREET HATTIESBURG MS 39403
LIC-09-21-022632	\$25.00	CORNER MARKET #6074 PO BOX 16569 HATTIESBURG MS 394040000
LIC-09-21-022633	\$15.00	CORNER MARKET #6074 PO BOX 16569 HATTIESBURG MS 394040000
LIC-09-21-022634	\$20.00	CORNER MARKET #6074 1900 HARDY STREET HATTIESBURG MS 39401
LIC-09-21-022635	\$20.00	DANDY DAN'S #523 6734 HIGHWAY 49 HATTIESBURG MS 39401
LIC-09-21-022636	\$15.00	DANDY DAN'S #523 6734 HIGHWAY 49 HATTIESBURG MS 39401
LIC-09-21-022638	\$25.00	DANDY DAN'S #526 2800 LINCOLN ROAD HATTIESBURG MS 39403
LIC-09-21-022639	\$15.00	DANDY DAN'S #526 PO BOX 15397 HATTIESBURG MS 394040000
LIC-09-21-022640	\$25.00	DANDY DAN'S #527 5296 OLD HIGHWAY 11 STE 6 HATTIESBURG MS 39401
LIC-09-21-022641	\$15.00	DANDY DAN'S #527 PO BOX 15397 HATTIESBURG MS 394040000
LIC-09-21-022642	\$20.00	DANDY DAN'S #529 2763 OAK GROVE ROAD STE 40 HATTIESBURG MS 39403
LIC-09-21-022643	\$15.00	DANDY DAN'S #529 2763 OAK GROVE ROAD STE 40 HATTIESBURG MS 39403
LIC-09-21-022644	\$20.00	DANDY DAN'S #531 PO BOX 15397 HATTIESBURG MS 39404
LIC-09-21-022645	\$15.00	DANDY DAN'S #531 6470 HIGHWAY 98 HATTIESBURG MS 39403

LIC-09-21-022647	\$45.00	\$3.20	WILLIAMS TOWING 113 AMOS ST HATTIESBURG MS 39401-
LIC-09-21-022648	\$20.00		BRUCE PROFESSIONAL COUNSELING 1306 HARDY ST HATTIESBURG MS 39401
LIC-09-21-022649	\$20.00		4 D SOLUTIONS, INC. 523 E HICKORY ST ELLISVILLE MS 39437-
LIC-09-21-022650	\$120.00		LOGAN'S ROADHOUSE 8800 W 116TH CIR STE 6220 BROOMFIELD CO 80021
LIC-09-21-022651	\$15.00		LOGAN'S ROADHOUSE 6147 HIGHWAY 98 HATTIESBURG MS 39402
LIC-09-21-022653	\$30.00		QDOBA MEXICAN GRILL 3705 HARDY ST STE 10 HATTIESBURG MS
LIC-09-21-022654	\$15.00		QDOBA MEXICAN GRILL 3705 HARDY ST STE 10 HATTIESBURG MS 39402
LIC-09-21-022656	\$120.00		CHILDREN'S CLINIC 4210 LINCOLN ROAD HATTIESBURG MS 39401
LIC-09-21-022662	\$20.00	\$3.00	THE WHITE HOUSE 718 WILLIAMS STREET HATTIESBURG MS
LIC-09-21-022663	\$60.00		WAFFLE HOUSE # 1980 P. O. BOX 6450 ATTN: TAX NORCROSS GA 30091
LIC-09-21-022664	\$30.00		SLEEP INN & SUITES 6603 HWY 49 N HATTIESBURG MS 39401-
LIC-09-21-022666	\$20.00		SAKE CAFE HATTIESBURG INC. 24 CROSS CREEK PARKWAY 130 HATTIESBURG MS 39402-
LIC-09-21-022667	\$15.00		SAKE CAFE HATTIESBURG INC. 24 CROSS CREEK PARKWAY STE 130 HATTIESBURG MS 39402-
LIC-09-21-022668	\$30.00		DOUBLETREE HATTIESBURG 5701 PROGRESS ROAD INDIANAPOLIS IN 462410000
LIC-09-21-022669	\$15.00		DOUBLETREE HATTIESBURG 5701 PROGRESS ROAD INDIANAPOLIS IN 462410000
LIC-09-21-022670	\$20.00		COMFORT SUITES 122 PLAZA DRIVE HATTIESBURG MS 39402
LIC-09-21-022671	\$30.00	\$3.30	DICKEYS BARBECUE PIT 50 CROSS CREEK PARKWAY HATTIESBURG MS 39402
LIC-09-21-022672	\$15.00		ST JAMES WRIGHT V.F.W. 108 MOBILE STREET HATTIESBURG MS 39401
LIC-09-21-022673	\$300.00		ST JAMES WRIGHT V.F.W. 108 MOBILE ST HATTIESBURG MS 39401

LIC-09-21-022674	\$20.00	THAT'S A WRAP, TV /FILM ACTING STUDIO LLC 163 TURTLE CREEK DRIVE STE 110 HATTIESBURG MS 39402-
LIC-09-21-022675	\$30.00	JIM SMITH SERVICES, INC. P.O. BOX 17737 HATTIESBURG MS 39404
LIC-09-21-022676	\$20.00	PLATINUM PALACE 6086 HWY 98 STE 7 HATTIESBURG MS 39402
LIC-09-21-022677	\$20.00	NICK'S MOVING SERVICE 2106 HARDY STREET HATTIESBURG MS 39401
LIC-09-21-022678	\$20.00	NICK'S ICE HOUSE 2106 HARDY STREET HATTIESBURG MS 394010000
LIC-09-21-022679	\$15.00	NICK'S ICE HOUSE 2106 HARDY STREET HATTIESBURG MS 39401
LIC-09-21-022680	\$30.00	106 MADISON PLZ STE A HATTIESBURG MS 39401
LIC-09-21-022682	\$20.00	HTL AUTOMOTIVE SERVICES, LLC 49 WANDERING OAKS LN HATTIESBURG MS 39401
LIC-09-21-022684	\$20.00	MAPLES 6723 HWY 49 HATTIESBURG MS 39402
LIC-09-21-022685	\$20.00	W. J SERVICES, LLC 903 COIT ST HATTIESBURG MS 39401
LIC-09-21-022686	\$15.00	MAPLES P.O. BOX 388 PETAL MS 39465
LIC-09-21-022687	\$15.00	OUTBACK STEAKHOUSE 103 CARLISLE DRIVE HATTIESBURG MS 39402
LIC-09-21-022688	\$20.00	OUTBACK STEAKHOUSE 103 CARLISLE DRIVE HATTIESBURG MS 39402
LIC-09-21-022690	\$30.00	IMAGES SIGNS & NEON INC. 310 25TH AVENUE HATTIESBURG MS 394010000
LIC-09-21-022691	\$60.00	WALK -ON'S BISTREAUX & BAR 4400 HARDY ST STE A-1 HATTIESBURG MS 39402
LIC-09-21-022692	\$15.00	WALK -ON'S BISTREAUX & BAR 4400 HARDY ST STE A-1 HATTIESBURG MS 39402
LIC-09-21-022693	\$40.00	WALK -ON'S BISTREAUX & BAR 4400 HARDY ST STE A-1 HATTIESBURG MS 39402
LIC-09-21-022694	\$30.00	FUZZY'S TACO SHOP 3102 HARDY ST STE 10 HATTIESBURG MS 39401
LIC-09-21-022695	\$15.00	FUZZY'S TACO SHOP 3102 HARDY ST STE 10 HATTIESBURG MS 39401

LIC-09-21-022696	\$30.00		TOPHER'S ROCK & ROLL GRILL 1803 BROADWAY DRIVE HATTIESBURG MS 39401-
LIC-09-21-022697	\$30.00		OISHI STEAK HOUSE LLC 3606 HARDY STREET HATTIESBURG MS 39402-
LIC-09-21-022698	\$15.00		OISHI STEAK HOUSE LLC 100 KENSINGTON DRIVE HATTIESBURG MS 39402-
LIC-09-21-022699	\$340.00		TRACTOR SUPPLY COMPANY # 1461 7168 US HIGHWAY 49 HATTIESBURG MS 39401-
LIC-09-21-022700	\$25.00		FILL UP 4 2306 HARDY ST HATTIESBURG MS 39401
LIC-09-21-022701	\$15.00		FILL UP 4 2306 HARDY ST HATTIESBURG MS 39401
LIC-09-21-022703	\$45.00	\$4.95	HEADRICK SIGN & GRAPHICS, INC. 1 FREEDOM-SQUARE LAUREL MS 394403
LIC-09-21-022704	\$560.00		CVS PHARMACY #3124 2507 HARDY STREET HATTIESBURG MS 39402
LIC-09-21-022705	\$15.00		CVS PHARMACY #3124 2507 HARDY STREET HATTIESBURG MS 39402
LIC-09-21-022706	\$30.00		MYERS UNDERGROUND LLC 408 RYAN ROAD HATTIESBURG MS 39401
LIC-09-21-022707	\$680.00		CVS PHARMACY #5744 3910 HARDY STREET HATTIESBURG MS 39401
LIC-09-21-022708	\$80.00		KOHLER CO. 95 W L RUNNELS INDUSTRIAL DR HATTIESBURG MS 39401
LIC-09-21-022709	\$15.00		CVS PHARMACY #5744 1 CVS DR ATT: LIC DEPT WOONSOCKET RI 02895
LIC-09-21-022711	\$20.00		LINCOLN TEXACO FOOD MART 2624 LINCOLN RD STE 20 HATTIESBURG MS 39402
LIC-09-21-022712	\$15.00		LINCOLN TEXACO FOOD MART 2624 LINCOLN RD STE 20 HATTIESBURG MS 39402
LIC-09-21-022713	\$5.00		LINCOLN TEXACO FOOD MART 2624 LINCOLN RD STE 20 HATTIESBURG MS 39402
LIC-09-21-022714	\$20.00		WEST 7TH TEXACO HOP IN 2611 W 7TH ST STE 20 HATTIESBURG MS 39401
LIC-09-21-022715	\$15.00		WEST 7TH TEXACO HOP IN 2611 W 7TH ST STE 20 HATTIESBURG MS 39401
LIC-09-21-022716	\$5.00		WEST 7TH TEXACO HOP IN 2611 W 7TH ST STE 20 HATTIESBURG MS 39401

LIC-09-21-022717	\$20.00	218 OLD AIRPORT RD HATTIESBURG 39401
LIC-09-21-022718	\$15.00	
LIC-09-21-022719	\$20.00	SUPER 8 2 CHURCHILL DRIVE HATTIESBURG MS 39402
LIC-09-21-022723	\$20.00	AUSTIN ENTERTAINMENT LLC 811 TIMOTHY LN HATTIESBURG MS 39401
LIC-09-21-022724	\$15.00	AUSTIN ENTERTAINMENT LLC 811 TIMOTHY LN HATTIESBURG MS 39401
LIC-09-21-022727	\$15.00	KATIE EXPRESS FOOD MART, LLC 306 KATIE AV HATTIESBURG MS 39401
LIC-09-21-022728	\$20.00	QUICK SAVE 916 E HARDY ST HATTIESBURG MS
LIC-09-21-022729	\$15.00	QUICK SAVE 916 E HARDY ST HATTIESBURG MS
LIC-09-21-022730	\$5.00	QUICK SAVE 916 E HARDY ST HATTIESBURG MS
LIC-09-21-022741	\$4,620.00	ENTERPRISE RENT A CAR 1080 RIVER OAKS DR STE B-200 FLOWOOD MS 39232
LIC-09-21-022742	\$20.00	HATTIESBURG COUNTRY CLUB 61 CLASSIC DR HATTIESBURG MS 39402
LIC-09-21-022743	\$15.00	HATTIESBURG COUNTRY CLUB 61 CLASSIC DR HATTIESBURG MS 39402
LIC-09-21-022744	\$30.00	SOUTHERN SURGERY WOUND CARE 139 FAIRFIELD DRIVE HATTIESBURG MS 39402-
LIC-09-21-022745	\$150.00	HATTIESBURG THEATRES, LLC DBA THE GRAND 18 100 GRAND DR HATTIESBURG MS 39401
LIC-09-21-022746	\$60.00	HATTIESBURG THEATRES, LLC DBA THE GRAND 18 935 GRAVIER ST STE 1200 NEW ORLEANS LA 70112
LIC-09-21-022747	\$15.00	HATTIESBURG THEATRES, LLC DBA THE GRAND 18 100 GRAND DR HATTIESBURG MS 39401
LIC-09-21-022748	\$250.00	KIDS MARKET OF MS, LLC 5912 HWY 49 SPACE B I-4 HATTIESBURG MS 39401
LIC-09-21-022749	\$40.00	MID-SOUTH MACHINERY INC PO BOX 6076 JACKSON MS 392886076
LIC-09-21-022750	\$10.00	MID-SOUTH MACHINERY INC PO BOX 6076 JACKSON MS 392886076

LIC-09-21-022751	\$30.00		COMPADRES MEXICAN GRILL LLC 5268 OLD HWY 11 STE 15 HATTIESBURG MS 39402
LIC-09-21-022752	\$15.00		COMPADRES MEXICAN GRILL LLC 5268 OLD HWY 11 STE 15 HATTIESBURG MS 39402
LIC-09-21-022754	\$20.00		SHELTON PLACE 908 E 6TH STREET HATTIESBURG MS 394010000
LIC-09-21-022755	\$15.00		SHELTON PLACE 908 E 6TH STREET HATTIESBURG MS 394010000
LIC-09-21-022756	\$25.00		CRYSTAL CLEANING SERVICE LLC 108 LUNDY LN HATTIESBURG MS 39401
LIC-09-21-022757	\$20.00		TOMMY'S ELECTRICAL & PLUMBING 107 N FIRST STREET COLLINS MS 39428-
LIC-09-21-022758	\$20.00		TOMMY'S ELECTRICAL & PLUMBING 107 N FIRST ST COLLINS MS 39428-
LIC-09-21-022759	\$20.00		HATTIESBURG EYE CLINIC P.A. 6072 HWY 98 HATTIESBURG MS 39402
LIC-09-21-022760	\$63.00		OWENS BUSINESS MACHINES, INC 2108 HARDY STREET HATTIESBURG MS 39401-
LIC-09-21-022761	\$20.00		EASTSIDE GROCERY 600 EASTSIDE AV HATTIESBURG MS 39401
LIC-09-21-022762	\$15.00		EASTSIDE GROCERY 600 EASTSIDE AV HATTIESBURG MS 39401
LIC-09-21-022763	\$20.00		SOUTHERN SURGICAL ASSOCIATES 139 FAIRFIELD DRIVE HATTIESBURG MS 39402-
LIC-09-21-022764	\$20.00		SOUTHERN UROLOGY, P.A. 139 FAIRFIELD DRIVE HATTIESBURG MS 39402-
LIC-09-21-022765	\$20.00		ADVANTAGE MEDICAL & PHARMACEUTICAL 6375 HIGHWAY 98 STE 40 HATTIESBURG MS 39402-
LIC-09-21-022766	\$1,680.00		BED BATH & BEYOND # 1029 6143 HIGHWAY 98 HATTIESBURG MS 39402
LIC-09-21-022767	\$20.00		MEME'S DAYCARE FOR KIDS LLC 1110 ARLEDGE ST HATTIESBURG MS 39401
LIC-09-21-022768	\$30.00	\$3.30	BAPTIST MEDICAL & DENTAL MISSION INTERNATIONAL 11 PLAZA DRIVE HATTIESBURG MS 39402
LIC-09-21-022769	\$20.00		BONHOMIE GROCERY 1714 COUNTRY CLUB ROAD HATTIESBURG MS 39401
LIC-09-21-022770	\$15.00		BONHOMIE GROCERY 1714 COUNTRY CLUB ROAD HATTIESBURG MS 39401

LIC-09-21-022771	\$20.00		MINI SUPERMARKET 2763 OAK GROVE ROAD RD STE 10 HATTIESBURG MS 39402
LIC-09-21-022772	\$15.00		MINI SUPERMARKET 2763 OAK GROVE ROAD RD STE 10 HATTIESBURG MS 39402
LIC-09-21-022774	\$54.00		JONES PIPELINE SERVICES, LLC 16 OFFICE PARK DR STE 5 HATTIESBURG MS 39402
LIC-09-21-022776	\$45.00		MARTINS TOWING & TRANSPORT, LLC 5582 OLD HWY 42 HATTIESBURG MS 39401
LIC-09-21-022778	\$45.00		SMITH PAINTING & CONTRACTING INC 652 W 4TH STREET HATTIESBURG MS 39401-
LIC-09-21-022779	\$90.00		RETINA SPECIALISTS OF MISSISSIPPI, PLLC 109 MILLSAPS DRIVE STE B HATTIESBURG MS 39402-
LIC-09-21-022780	\$150.00		INTERIOR EXTERIOR BUILDING SUPPLY PO BOX 4002 NEW ORLEANS LA 70119
LIC-09-21-022781	\$20.00		QUILTS BY BING 2702 SUNSET DRIVE HATTIESBURG MS 39402-2735
LIC-09-21-022782	\$20.00		EMERGENCY CASH, INC. 1707 LINCOLN ROAD F HATTIESBURG MS
LIC-09-21-022783	\$20.00		HONEY BAKED HAM & CAFE 4600 HARDY STREET STE 10 HATTIESBURG MS 394020000
LIC-09-21-022784	\$20.00		ASSOCIATION MANAGEMENT SYSTEMS, INC. 629 N MAIN STREET HATTIESBURG MS 39401-
LIC-09-21-022785	\$20.00		THERAPEUTIC KNEADS 332 N 25TH AVENUE HATTIESBURG MS
LIC-09-21-022786	\$25.00		SULLIVAN'S GROCERY # 7 PO BOX 367 NEW HEBRON MS 39140-
LIC-09-21-022787	\$87.00		WATERS INTERNATIONAL TRUCKS, INC . 80 S & K DR HATTIESBURG MS 39402
LIC-09-21-022788	\$20.00	\$2.20	AMERICAN SELF STORAGE 1110 W PINE STREET HATTIESBURG MS 39401-
LIC-09-21-022789	\$30.00		SPIRE MISSISSIPPI INC 1614 W 4TH ST HATTIESBURG MS 39401
LIC-09-21-022790	\$30.00		HUB BOWLING LANES INC 7022 US HIGHWAY 49 HATTIESBURG MS 39402
LIC-09-21-022791	\$15.00		HUB BOWLING LANES INC PO BOX 16147 HATTIESBURG MS 39404
LIC-09-21-022792	\$70.00		HUB BOWLING LANES INC PO BOX 16147 HATTIESBURG MS 39404

LIC-09-21-022793	\$450.00		HUB BOWLING LANES INC PO BOX 16147 HATTIESBURG MS 39404
LIC-09-21-022794	\$50.00		SOUTHERN BEVERAGE CO. INC. 6992 HIGHWAY 49 N HATTIESBURG MS 39402
LIC-09-21-022804	\$20.00		EDWARD JONES 605 CORRINE STREET HATTIESBURG MS 39401
LIC-09-21-022805	\$20.00		MISSISSIPPI MOTORS 1600 W PINE STREET HATTIESBURG MS 39401-
LIC-09-21-022806	\$20.00	\$3.40	SOUTHERN Q-TEEZ 1000 TURTLE CREEK DRIVE HATTIESBURG MS 39403
LIC-09-21-022808	\$25.00		BLOSSMAN GAS CO. INC. 1110 P O BOX OCEAN SPRINGS MS 39566
LIC-09-21-022809	\$25.00		BLOSSMAN GAS CO. INC. 1561 HIGHWAY 11 BYPASS HATTIESBURG MS 39401
LIC-09-21-022810	\$20.00	\$2.20	ZOOMERS 9 WORTHINGTON HATTIESBURG MS 39402
LIC-09-21-022811	\$20.00	\$2.20	J ALLEN PEGUES 20 COUNTRY CLUB LN HATTIESBURG MS 39402
LIC-09-21-022814	\$30.00		WALTERS CONSTRUCTION COMPANY INC 2051 HWY 84 E LAUREL MS 39443
LIC-09-21-022835	\$30.00		KINGSPINS 709 BARTUR ST HATTIESBURG MS 39401-
LIC-09-21-022836	\$15.00		KINGSPINS 709 BARTUR ST HATTIESBURG MS 39401-
LIC-09-21-022837	\$585.00		KINGSPINS 709 BARTUR ST HATTIESBURG MS 39401-
LIC-09-21-022838	\$27.00		KINGSPINS 709 BARTUR ST HATTIESBURG MS 39401-
LIC-09-21-022840	\$20.00		T-BONE RECORDS 2101 HARDY STREET HATTIESBURG MS
LIC-09-21-022842	\$20.00		MARCANE ELECTRONICS 1005 OAKLEIGH ST HATTIESBURG MS 39402
LIC-09-21-022843	\$20.00		R & S AIR CONDITION 123 KING ROAD HATTIESBURG MS 394010000
LIC-09-21-022844	\$30.00		ADVANCE AMERICA # 258 4600 HARDY STREET STE 6 HATTIESBURG MS 39402
LIC-09-21-022845	\$40.00		PARRIS JEWELERS, LLC 6254 HWY 98 WEST HATTIESBURG MS 39402

LIC-09-21-022846	\$150.00	TOYOTA OF HATTIESBURG 6461 US HWY 98 HATTIESBURG MS 39402
LIC-09-21-022847	\$20.00	LUXE NAIL SALON LLC 6414 HIGHWAY 98 W HATTIESBURG MS 39402-
LIC-09-21-022848	\$20.00	HATTIESBURG FAMILY DENTAL CARE 6142 HWY 98 STE 10 HATTIESBURG MS 39402
LIC-09-21-022849	\$20.00	TRIANGLE SEAFOOD & PO-BOYS 420 HARDY STREET HATTIESBURG MS 39401-
LIC-09-21-022850	\$15.00	TRIANGLE SEAFOOD & PO-BOYS 420 HARDY STREET HATTIESBURG MS 39401-
LIC-09-21-022852	\$30.00	MUGSHOTS GRILL & BAR 204 N 40TH AV HATTIESBURG MS 39401-
LIC-09-21-022853	\$15.00	MUGSHOTS GRILL & BAR 100 TITUS BLVD HATTIESBURG MS 39402
LIC-09-21-022856	\$20.00	FOUR SEASONS FLORIST & GIFTS LLC 208 S 27TH AVENUE STE 1 HATTIESBURG MS 39401-
LIC-10-20-020140	\$66.00	MCDONALD'S #1446 3111 HARDY STREET HATTIESBURG MS 39402
-----	-----	-----
368	\$28,642.00	\$54.15

Total Collection for September

New Licenses	\$1,723.00
Renewed Licenses	\$28,642.00
Penalties	\$54.15
Grand Total	\$30,419.15



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Cecilia Jones

cc: Kermas Eaton, City Clerk

Date: Tuesday, October 19, 2021

Re: Acknowledge Proof of Publications for Hub City Spokes for the month of September 2021.
File Number: 2021-1260
Minute Book #

Summary

Acknowledge Proof of Publications for Hub City Spokes for the month of September 2021.

Recommendation Statement

Acknowledge acceptance of Proof of Publications for Hub City Spokes for the month of September 2021.

Please place this on the October 19, 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

BATCH # 4401
Doc # 11952

Month Ending	Invoice #
9/30/2021	98715



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.
10/10/2021	
Sales Rep	Tearsheets
H	

Date	Description	Size of Ad	Total Inches	Rate	Publication	Amount
9/16/2021	Legal Notices - Public Notice HPC	876 words		105.12		105.12
9/16/2021	Proof of Publication Fee			3.00		3.00
9/16/2021	Legal Notices - Pastor Jannette L Furry	212 words		25.44		25.44
9/16/2021	Proof of Publication Fee			3.00		3.00
9/16/2021	Legal Notices - BOA October 2021	449 words		53.88		53.88
9/16/2021	Proof of Publication Fee			3.00		3.00
9/2/2021	Local Display - Notice of public hearing	4x11.5		828.00		828.00
9/2/2021	Proof of Publication Fee			3.00		3.00
9/23/2021	Local Display - FY 2022 Budget	4355 inches		7,839.00		7,839.00
9/23/2021	Proof of Publication Fee			3.00		3.00
9/23/2021	Legal Notices - Notice of Intent	562 words		67.44		67.44
9/23/2021	Proof of Publication Fee			3.00		3.00
9/23/2021	Legal Notices - TIP Amendment PC	230 words		27.60		27.60
9/23/2021	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 \$8,967.48

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: 876 Published 1 times

Date 1st Published: Sept 16 Amt: 105.12

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 105.12

Proof of Publication Fee: 3.00

TOTAL: 108.12

(signed) Meghan Patton
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 16th
day of September, 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 - Public Notice HPC
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____

PUBLIC HEARING

NOTICE is hereby given that a petition has been filed by Daniel Jussely and Rob Tatum, Representatives, and Hub City Lofts 2, LLC, Owner, as required in the Land Development Code, Ord. No. 3209, to request a Conditional Use as "Multi-Family" in B-4 (Downtown Business) District as defined by the LDC for a certain

property located at 215 Forrest Street (Parcels 2-029J-10-247.00, 2-029J-10-246.00; PPINs 21816, 21815; Ward 4). Said property being more particularly described as follows, to-wit:

A parcel of land, being the Southwest two-fifths (2/5) of Lot 145, and all of Lot 146, and a part of Lot 147, Block 162 of the D. H. McInnis Survey and Addition to the City of Hattiesburg, Forrest County, Mississippi, and more particularly described as:

Commencing at the western most corner of the said Lot 147, run Northeasterly along the Northwest line of said Lot 147 for 9.9 feet more or less to the intersection of the Southeast side of West Pine Street, and the northeasterly side of Forrest Street for the Point of Beginning; thence run Southeast along the Northeasterly side of Forrest Street to the Northwest side of the alley, begin approximately 153.12 feet; thence run Northeasterly along the Northwest side of said alley which is also along the Southeast line of Lots 147, 146, and 145, for a distance of 125.18 feet, more or less to a point which is 20 feet Northeasterly of the south corner of said Lot 145; thence run at right angles (measured 89 degrees 32 minutes 573 seconds) Northwest along a line which is parallel to and 20 feet Northeasterly of the lot line between said lots 145 and 146 for a distance of 151.72 feet more or less to a point on the Northwest line of said Lot 145 which is also a point on the Southerly side of West Pine Street; thence run Southwesterly along the Northwest line of said Lots 145, 146, and 147 which is also along the southerly right of way line of West Pine Street for a distance of 110.1 feet back to the Point of beginning, comprising 0.41 acres, together with the improvements thereon and appurtenances thereunto belonging; together with all improvements thereon and appurtenances thereunto belonging.

The above description is a composite description based upon survey of two separate parcels, the record descriptions of which are as follows:

Parcel One (formerly the site of the Forrest Hotel):

A parcel of land, being a part of Lots 146 and 147 of Block 162 of the D. H. McInnis Survey of the City of Hattiesburg, Mississippi, described as follows, to-wit:

Beginning at the intersection of the Southeast side of West Pine Street and the Northeasterly side of Forrest Street, and running thence Southeast along the Northeasterly side of Forrest Street to the Northeasterly side of the alley, being approximately 153.12 feet; thence Northeasterly along the Northwest side of said alley a distance of 65.18 feet, more or less, to the Southwesterly side of the building most recently

occupied by the J. C. Penney Company (herebefore owned by Harry Botnick and Sam B. Eisman and heretofore commonly known as the Hightower Seed Company Building); thence Northwest at right angles with said alley along the Southwesterly side of said building to West Pine Street, a distance of approximately 151.83 feet; thence Southwesterly along the Southeast side of West Pine Street to the Point of Beginning, being a distance of approximately 50.10 feet, the property hereby conveyed including no part of Forrest Street as widened by Ordinance No. 675 adopted by said City of December 1, 1921, together with the improvements thereon and appurtenances thereunto belonging, including the hotel building located thereon, commonly known as the Forrest Hotel Building; and

Parcel Two (former site of J. C. Penney store):

A part of Lots 145 and 146 in Block 162 of the D. H. McInnis Survey and Addition to the City of Hattiesburg, Forrest County, Mississippi, and more particularly described as being the Northeast four-fifths (4/5) of Lot 146 and the Southwest two-fifths (2/5) of Lot 145, both of said Lots being in Block 162, and described as:

Commencing on the Eastern boundary line of Pine Street 60 feet Northward from the corner of Pine and Forrest Streets, and run thence along said boundary line Northward 60 feet; thence at right angles Eastward 150 feet; thence at right angles Southward 60 feet; thence at right angles Westward to the Point of Beginning. Being a rectangular strip of land with a frontage of 60 feet on Pine Street and extending back 150 feet together with all improvements and appurtenances thereunto belonging.

A PUBLIC HEARING in relation to the above-described petition will be held at 1:00 p.m., Wednesday, October 6, 2021 in the Jackie Dole Sherrill Community Center, First Floor, Hattiesburg, Mississippi, before the Planning Commission of said City, at which time and at which hearing all parties of interest and citizens shall have an opportunity to be heard. Contact City Hall Planning Division for remote attendance options.

WITNESS my signature and the official seal of said City on this, the 9th day of September 2021.

CITY OF HATTIESBURG,
MISSISSIPPI
BY: /s/ Kemas Eaton
CITY CLERK
(SEAL)

Published September 16, 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: 212 Published 1 times

Date 1st Published: Sept 16 Amt: 25.44

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 25.44

Proof of Publication Fee: 3.00

TOTAL: 28.44

(signed) Meghan Patten
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 16th
day of September, 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 - Pastor Jannette L Furry
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____



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: 449 Published 1 times

Date 1st Published: Sept 16 Amt: 53.88

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 53.88

Proof of Publication Fee: 3.00

TOTAL: 56.88

(signed) Meghan Patton
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 16th
day of September, 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 - BOA October 2021
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____



PUBLIC HEARING

NOTICE is hereby given that a petition has been filed by Brad Lauth, Agent, and Wilmer Joseph Morris III & Bettye P. Morris, Owner, and Martha Jo Howell Land Company, LLC, Owner, as required in the Land Development Code, Ord. No. 3209, to request a variance from Section 6, Table 6.1 "Maximum Front Setback" for B-5, "150 feet", and instead allow a setback of two hundred sixty feet (260) feet for a variance of one hundred ten (110) feet along US Highway 98 for a proposed building to be located at 6365 US Highway 98 (Parcels 052P-09-007.000, portion of 052P-09-017.000; PPIN 19379, portion of PPIN 12140, Ward 3). Said property being more particularly described as follows, to-wit:

4 ACRES LYING IN THE SW1/4 OF SE1/4 OF SECTION 9, TOWNSHIP 4 NORTH, RANGE 14 WEST, LAMAR COUNTY, MISSISSIPPI, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NE CORNER OF THE SW1/4 OF THE SE1/4, SECTION 9, TOWNSHIP 4 NORTH, RANGE 14 WEST, LAMAR COUNTY, MISSISSIPPI,

AND RUN SOUTH 00°10'13" EAST ALONG THE EAST LINE OF SAID SW1/4 OF THE SE1/4, FOR 294.9 FEET TO A 1/2 INCH REBAR FOR THE POINT OF BEGINNING; FROM SAID POINT OF BEGINNING RUN SOUTH 00°26'34" EAST ALONG THE EAST LINE OF SAID SW1/4 OF THE SE1/4 FOR 617.46 FEET TO A 1/2 INCH REBAR ON THE NORTH RIGHT OF WAY LINE OF US HIGHWAY 98; THENCE RUN SOUTH 70°45'24" WEST ALONG THE NORTH RIGHT OF WAY LINE OF US HIGHWAY 98 FOR 165.32 FEET TO A CONCRETE RIGHT OF WAY MONUMENT; THENCE RUN SOUTH 80°11'06" WEST ALONG THE NORTH RIGHT OF WAY LINE OF US HIGHWAY 98 FOR 145.70 FEET TO A 1/2 INCH REBAR; THENCE RUN NORTH 00°10'13" WEST FOR 702.79 FEET TO A 1/2 INCH REBAR; THENCE RUN SOUTH 88°50'18" EAST FOR 297.03 FEET BACK TO THE POINT OF BEGINNING; SAID PARCEL OF LAND IS PART OF THE SW1/4 OF THE SE1/4, SECTION 9, TOWNSHIP 4 NORTH, RANGE 14 WEST, LAMAR COUNTY, MISSISSIPPI, AND CONTAINS 4.57 ACRES MORE OR LESS, ALL TOGETHER WITH ALL IMPROVEMENTS THEREON AND APPURTENANCES THEREUNTO BELONGING.

A PUBLIC HEARING in relation to the above-described petition will be held at 3:30 p.m., Wednesday, October 6, 2021 in the Jackie Dole Sherrill Community Center, First Floor, Hattiesburg, Mississippi, before the Board of Adjustment of said City, at which time and at which hearing all parties of interest and citizens shall have an opportunity to be heard. Contact City Hall Planning Division for remote attendance options.

WITNESS my signature and the official seal of said City on this, the 9th day of September 2021.

CITY OF HATTIESBURG,
MISSISSIPPI
BY: /s/ Kermas Eaton
CITY CLERK
(SEAL)

Published September 16, 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: 4x11.5 Published 2 times

Date 1st Published: Aug 26 Amt: 828.00

Date 2nd Published: Sept 2 Amt: 828.00

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 1656.00

Proof of Publication Fee: 3.00

TOTAL: 1659.00

(signed) Neghan Patton
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 9th
day of September, 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 Notice of Public Hearing budget
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____

NOTICE OF A PUBLIC HEARING ON THE PROPOSED BUDGET AND PROPOSED LEVIES FOR FISCAL YEAR 2022 FOR THE CITY OF HATTIESBURG, MS

The City of Hattiesburg will hold a public hearing on its proposed budget and proposed levies for Fiscal year 2021 on Tuesday, September 7, 2021, at 5:30 p.m. in the Council Chamber, City Hall, 200 Forrest Street, Hattiesburg, MS.

The City of Hattiesburg, Hattiesburg Municipal Separate School District, and the Library of Hattiesburg, Petal, and Forrest County are now operating with a projected total budget revenue of \$242,128,828. Nineteen and seven tenths percent (19.7%) or \$47,799,856 of such revenue is obtained through ad valorem taxes. For the next fiscal year, the proposed budget has total projected revenue of \$240,475,072. Of that amount, 20%, or \$48,306,896 is proposed to be financed through a total ad valorem tax levy.

For the next fiscal year, the City of Hattiesburg does not plan to increase your ad valorem tax millage rate from the current 119.21 mills.

A millage rate of 53.66 will produce the same amount of revenue from ad valorem taxes for the City of Hattiesburg as was collected the prior year. The millage rate for the previous year was 53.66.

A millage rate of 67.24 will produce the same amount of revenue from ad valorem taxes for the Hattiesburg Separate School District as was collected the prior year. The millage rate for the previous year was 66.08.

Any citizen of the City of Hattiesburg is invited to attend this public hearing on the proposed budget and tax levies for Fiscal Year 2022 and be allowed to speak for a reasonable amount of time and offer tangible evidence before any action is taken.

Published August 26, September 2

NOTICE OF A PUBLIC HEARING ON THE PROPOSED BUDGET AND PROPOSED TAX LEVIES FOR FISCAL YEAR 2022 FOR THE CITY OF HATTIESBURG, MS

The City of Hattiesburg will hold a public hearing on its proposed budget and proposed tax levies for Fiscal year 2021 on Tuesday, September 7, 2021, at 5:30 p.m. in the Council Chambers at City Hall, 200 Forrest Street, Hattiesburg, MS.

The City of Hattiesburg, Hattiesburg Municipal Separate School District, and the Library of Hattiesburg, Petal, and Forrest County are now operating with a projected total budget revenue of \$242,128,828. Nineteen and seven tenths percent (19.7%) or \$47,799,856 of such revenue is obtained through ad valorem taxes. For next fiscal year, the proposed budget has total projected revenue of \$240,475,072. Of that amount, 20%, or \$48,306,896 is proposed to be financed through a total ad valorem tax levy.

For the next fiscal year, the City of Hattiesburg does not plan to increase your ad valorem tax millage rate from the current 119.21 mills.

A millage rate of 53.66 will produce the same amount of revenue from ad valorem taxes for the City of Hattiesburg as was collected the prior year. The millage rate for the previous year was 53.13.

A millage rate of 67.24 will produce the same amount of revenue from ad valorem taxes for the Hattiesburg Separate School District as was collected the prior year. The millage rate for the previous year was 66.08.

Any citizen of the City of Hattiesburg is invited to attend this public hearing on the proposed budget and tax levies for Fiscal Year 2022 and will be allowed to speak for a reasonable amount of time and offer tangible evidence before any vote is taken.

Hattiesburg Publishing, Inc.

525 North Main Street, Suite C. • Hattiesburg, MS 39403
(601) 268-2331 tel • (601) 268-2965 fax

See attached

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: 435.5 inches Published 1 times

Date 1st Published: Sept 23 Amt: 7839.00

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 7839.00

Proof of Publication Fee: 3.00

TOTAL: 7842.00

(signed) Meghan Patton
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 23rd
day of September, 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 Budget ending 93022
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____



**CITY OF HATTIESBURG, MISSISSIPPI MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2022**

GENERAL FUND:	FINAL BUDGET FOR NEXT FISCAL YEAR	ESTIMATED TOTAL FOR CURRENT FISCAL YEAR
REVENUES & BEG. CASH:		
Taxes - Other	\$21,000	\$23,385
Licenses & Permits	4,484,808	4,129,902
Inter-governmental Revenues:		
Federal Grants	1,231,197	1,294,221
State Grants	298,150	278,783
State Shared Revenues	24,021,053	25,108,450
County Shared Revenues		10,906
Charges for Services:		
Public safety	435,000	162,040
Streets	0	891
Sanitation	2,290,000	2,313,285
Miscellaneous	0	242,737
Fines & Forfeits	888,100	1,047,508
Miscellaneous	309,530	34,345
Transfers-In	1,184,000	1,196,527
Non-Revenue Receipts	439,500	128,848
Total From All Sources	35,601,348	35,971,836
Beginning Cash and		
Investment Balance	12,500,000	9,951,586
Reserve for future debt service	(714,503)	0
Amount to be Raised by Tax Levy	19,266,845	19,078,642
TOTAL FROM ALL SOURCES	\$66,646,845	\$65,002,064

EXPENDITURES & ENDING CASH:		
General Government:		
Personnel	4,308,674	3,889,283
Supplies & Expenses	194,515	112,207
Other services & Charges	5,064,745	3,858,255
Capital Outlays	31,000	16,319
Total - General Government	9,598,934	7,876,064
Police Dept.:		
Personnel	11,723,398	11,005,950
Supplies & Expenses	739,513	623,771
Other services & Charges	647,798	542,868
Capital Outlays	8,620	534,491
Total - Police Dept.	13,119,329	12,707,100
Police & Fire Training:		
Personnel	41,850	43,702
Supplies & Expenses	92,958	55,966
Other services & Charges	64,645	55,344
Capital Outlays	0	0
Total - Police & Fire Training	199,553	155,012
Fire Dept.:		
Personnel	9,145,877	8,280,686
Supplies & Expenses	288,800	202,542
Other services & Charges	295,034	290,146
Capital Outlays	0	0
Total - Fire Dept.	9,727,711	8,773,374
Land Development Administration:		
Personnel	694,510	603,419
Supplies & Expenses	28,855	21,850
Other services & Charges	209,150	164,876
Capital Outlays	0	0
Total - Land Dev. Admin.	932,515	790,145
Public Safety Contractual Services:		
Personnel	373,380	93,200
Supplies & Expenses	0	0
Other services & Charges	1,005,000	870,902
Capital Outlays	0	0
Total - Pub. Safety Conl. Serv.	1,378,380	964,102
Public Services:		
Personnel	6,027,446	5,290,056
Supplies & Expenses	1,129,920	851,248
Other services & Charges	4,994,516	5,828,946
Capital Outlays	670,000	1,882,684
Total - Public Services	12,821,882	13,852,934
Animal Control:		
Personnel	137,660	118,244
Supplies & Expenses	13,050	9,907
Other services & Charges	185,650	181,745
Capital Outlays	0	0
Total - Animal Control	336,360	309,896
Human/Social:		
Personnel	0	0
Supplies & Expenses	0	0
Other services & Charges	311,900	225,000
Capital Outlays	0	0
Total - Human/Social	311,900	225,000
Economic Development:		
Personnel	0	0
Supplies & Expenses	0	0
Other services & Charges	305,000	611,255
Capital Outlays	1,236,179	1,210,678
Total - Eco. Dev.	1,541,179	1,821,933
Debt Service:		
Principal Payments	753,122	717,518
Interest Payments	356,865	380,085
Paying Agent Fees	3,000	0
Total - Debt service	1,112,987	1,097,603
Airport:		
Personnel	0	0
Supplies & Expenses	17,650	5,744
Other services & Charges	40,550	35,160
Capital Outlays	0	0
Total - Airport	58,200	40,924
Cemetery:		
Personnel	842,888	769,380
Supplies & Expenses	80,650	59,338
Other services & Charges	52,001	36,278
Capital Outlays	51,200	50,372
Total - Cemetery	1,046,739	915,368
Parking Garages:		
Personnel	62,040	51,940
Supplies & Expenses	2,650	622
Other services & Charges	54,350	41,940
Capital Outlays	0	0
Total - Parking Garages	118,440	94,511
Operating Transfers Out	2,757,321	2,887,321
Total Expenditures & Transfers	55,061,348	52,521,297
Ending Cash Balance	11,585,497	12,480,767
TOTAL EXPENDITURES AND ENDING CASH BALANCE	\$66,646,845	\$65,002,064

**A RESOLUTION TO ADOPT THE BUDGET FOR
THE CITY OF HATTIESBURG, MISSISSIPPI
FOR THE FISCAL YEAR BEGINNING
OCTOBER 1, 2021 AND ENDING SEPTEMBER 30, 2022**

WHEREAS, the governing authorities of the City of Hattiesburg, Mississippi, are required by Section 21-35-9 of the Mississippi Code of 1972, to approve and adopt the budget for the City of Hattiesburg, Mississippi, for the fiscal year beginning October 1, 2021 and ending September 30, 2022;

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

Section 1. That the budget for the fiscal year 2021-2022 for the City of Hattiesburg be and the same is hereby approved and adopted.

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

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

YEAS: George, Delgado (via teleconference), Carroll, Ware, Brown
NAYS: None
ABSENT: None

The President hereby declared the motion carried and the Resolution adopted, this the 14th day of September, 2021.

(SEAL) ATTEST: /s/ Ronda S. Cole Clerk of Council

ADOPTED: /s/ Carlet Carroll, President

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 14th day of September, 2021.

ATTEST: Kerma Eston, City Clerk

APPROVED: Toby Barker, Mayor

**CITY OF HATTIESBURG, MISSISSIPPI A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2022**

PARKS & RECREATION FUND:

	FINAL BUDGET FOR NEXT FISCAL YEAR	ESTIMATED TOTAL FOR CURRENT FISCAL YEAR
REVENUES & BEG. CASH:		
Inter-governmental Revenues:		
Federal Grants	\$1,000	
State Grants	6,660	
County Shared Revenues	0	
Misc. grants	0	
Charges for Services:		
Culture & Recreation	33,800	37,000
Miscellaneous	4,000	18,000
Transfers-In	1,495,000	1,595,000
Non-Revenue Receipts	0	
Total From All Sources		
Other Than Taxation	1,540,460	1,650,000
Beginning Cash and		
Investment Balance	1,300,000	1,283,028
Amount to be Raised by Tax Levy	979,000	975,000
TOTAL FROM ALL SOURCES	\$3,819,460	\$3,908,028

EXPENDITURES & ENDING CASH:

Culture & Recreation:		
Personnel	\$2,083,795	\$1,715,598
Supplies & Expenses	429,760	350,895
Other services & Charges	932,371	775,298
Capital Outlays	85,000	29,334
Total Expenditures	3,530,926	2,881,125
Cash balance at End of Year	\$288,534	\$1,026,903
TOTAL EXPENDITURES AND		
ENDING CASH BALANCE	\$3,819,460	\$3,908,028

**CITY OF HATTIESBURG, MISSISSIPPI A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2022**

MUNICIPAL FIRE PROTECTION FUND:

	FINAL BUDGET FOR NEXT FISCAL YEAR	ESTIMATED TOTAL FOR CURRENT FISCAL YEAR
REVENUES & BEG. CASH:		
Inter-governmental Revenues:		
State-Shared Revenues	\$271,500	\$275,000
Charges for Services	85,652	95,652
Fines & Forfeits	0	
Miscellaneous	2,400	2,600
Transfers In	0	
Non-Revenue Receipts	0	
Total From All Sources	359,552	373,252
Beginning Cash and		
Investment Balance	625,000	372,333
TOTAL FROM ALL SOURCES	\$984,552	\$745,585

EXPENDITURES & ENDING CASH:

Public Safety:		
Personnel		
Supplies & Expenses	69,500	11,373
Other services & Charges	55,000	30,644
Capital Outlays	75,000	11,116
Lease Debt Service - Principal	64,120	62,334
Lease Debt Service - Interest	5,919	13,655
Total Expenditures	\$269,539	\$129,122
Cash balance at End of Year	725,013	616,463
TOTAL EXPENDITURES AND		
ENDING CASH BALANCE	\$984,552	\$745,585

**CITY OF HATTIESBURG, MISSISSIPPI A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2022**

SPECIAL STREET SPECIAL REVENUE FUND:

	FINAL BUDGET FOR NEXT FISCAL YEAR	ESTIMATED TOTAL FOR CURRENT FISCAL YEAR
REVENUES & BEG. CASH:		
Inter-governmental Revenues:		
Federal Grants	\$0	
State Grants	0	
State Shared Revenues	60,000	60,925
Misc. Contributions	0	1,200
Miscellaneous	500	
Non-Revenue Receipts	0	
Total From All Sources		
Other Than Taxation	60,500	62,125
Beginning Cash and		
Investment Balance	169,000	124,780
TOTAL FROM ALL SOURCES	\$249,500	\$186,915

EXPENDITURES & ENDING CASH:

Public Services:		
Supplies & Expenses	0	0
Other services & Charges Capital Outlays	249,000	0
Total Expenditures	249,000	
Cash balance at End of Year	500	186,915
TOTAL EXPENDITURES AND		
ENDING CASH BALANCE	\$249,500	\$186,915

**CITY OF HATTIESBURG, MISSISSIPPI A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2022**

WATER & SEWER OPERATION AND MAINTENANCE FUND:

**FINAL BUDGET FOR
NEXT FISCAL YEAR**

**ESTIMATED TOTAL
FOR CURRENT
FISCAL YEAR**

REVENUES & BEG. CASH:		
Charges for Services	\$40,000	\$44,500
Transfers-In	13,000,000	12,300,000
Miscellaneous	3,500	4,000
Non-Revenue Receipts	3,000	12,000
Total From All Sources		
Other Than Taxation	13,046,500	12,359,500
Beginning Cash and		
Investment Balance	2,000,000	1,239,349
TOTAL FROM ALL SOURCES	\$15,046,500	\$13,599,849

EXPENDITURES & ENDING CASH:

Personnel	3,245,180	2,827,202
Supplies & Expenses	1,253,120	700,021
Other services & Charges	8,781,100	7,730,404
Capital Outlays	405,000	217,221
Lease Debt Service - Principal		
Lease Debt Service - Interest	0	
Total Expenditures	\$13,684,400	\$11,474,848
Cash balance at End of Year	1,362,100	2,125,001
TOTAL EXPENDITURES AND		
ENDING CASH BALANCE	\$15,046,500	\$13,599,849

**CITY OF HATTIESBURG, MISSISSIPPI A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2022**

WATER & SEWER BOND AND INTEREST FUND:

**FINAL BUDGET FOR
NEXT FISCAL YEAR**

**ESTIMATED TOTAL
FOR CURRENT
FISCAL YEAR**

REVENUES & BEG. CASH:		
Transfers-In	\$7,550,000	\$5,816,635
Miscellaneous	75,000	72,000
Non-Revenue Receipts		38,402,000
Total Revenues	7,625,000	44,090,635
Beginning Cash Balance	35,400,000	9,442,233
TOTAL FROM ALL SOURCES	\$44,025,000	\$53,532,868

EXPENDITURES & ENDING CASH:

Bonds Redeemed	10,910,000	13,621,000
Interest on Bonds	2,218,346	2,248,903
Other Services & Charges		1,295,777
Paying Agent Fees	15,000	15,000
Total Expenditures	13,143,346	17,180,680
Cash balance at End of Year	30,881,654	36,352,188
TOTAL EXPENDITURES AND		
ENDING CASH BALANCE	\$44,025,000	\$53,532,868

**CITY OF HATTIESBURG, MISSISSIPPI A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2022**

WATER & SEWER ENTERPRISE FUND:

**FINAL BUDGET FOR
NEXT FISCAL YEAR**

**ESTIMATED TOTAL
FOR CURRENT
FISCAL YEAR**

REVENUES & BEG. CASH:		
Charges for Services:		
Licenses, Permits & Fees	\$2,500	\$3,500
Miscellaneous	40,000	36,000
Metered Water Sales	11,884,670	11,475,000
Taps	150,000	170,000
Water Turn-On Fees	60,000	60,000
Sewer Connections	50,000	45,000
Sewer Charges	11,594,800	10,877,000
Total Revenues	23,781,970	22,765,500
Beginning Cash Balance	0	0
TOTAL FROM ALL SOURCES	\$23,781,970	\$22,765,500

EXPENDITURES & ENDING CASH:

Other Services & Charges	81,500	27,498
Principal Redeemed - Notes		
Interest on Notes		
Operating Transfers Out	23,700,470	22,738,002
Total Expenditures	23,781,970	22,765,500
Cash balance at End of Year	0	0
TOTAL EXPENDITURES AND		
ENDING CASH BALANCE	\$23,781,970	\$22,765,500

**CITY OF HATTIESBURG, MISSISSIPPI A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2022**

**2020 TAX INCREMENT BOND & INTEREST
FUND (PLANET FITNESS TIP BONDS):**

**FINAL BUDGET FOR
NEXT FISCAL YEAR**

**ESTIMATED TOTAL
FOR CURRENT
FISCAL YEAR**

REVENUES & BEG. CASH:		
Interest		\$160
County-Shared Revenues	33,679	107,659
Total From All Sources		
Other Than Taxation	33,679	107,819
Beginning Cash and Investment Balance	134,000	0
Amount to be Raised by Tax Levy	27,867	87,768
TOTAL FROM ALL SOURCES	\$195,546	\$195,587

EXPENDITURES & ENDING CASH:

General Issues:		
Bonds Redeemed	44,000	18,374
Interest on Bonds	19,000	42,872
Other Services & Charges	100	100
Total Expenditures	63,100	61,346
Cash balance at End of Year	132,146	134,241
TOTAL EXPENDITURES AND		
ENDING CASH BALANCE	\$195,546	\$195,587

CITY OF HATTIESBURG, MISSISSIPPI A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2022

CITY BOND & INTEREST
FUND (DEBT SERVICE FUND):

	FINAL BUDGET FOR NEXT FISCAL YEAR	ESTIMATED TOTAL FOR CURRENT FISCAL YEAR
REVENUES & BEG. CASH:		
County-Shared Revenues		
Rents	\$0	
Interest	80,000	55,000
Non-Revenue Receipts	0	
Transfers-In	0	23,525
Total From All Sources		
Other Than Taxation	80,000	78,525
Beginning Cash and		
Investment Balance	5,600,000	7,747,397
Amount to be Raised by Tax Levy	2,380,000	2,102,000
TOTAL FROM ALL SOURCES	\$8,070,000	\$9,925,922
EXPENDITURES & ENDING CASH:		
General Issues:		
Bonds Redeemed	1,640,420	1,800,000
Interest on Bonds	2,046,383	2,100,000
Other Services & Charges	32,000	51,999
Transfers Out	0	0
Paying Agent Fees	20,000	52,000
Total Expenditures	3,738,803	4,003,999
Cash balance at End of Year	4,331,197	5,921,923
TOTAL EXPENDITURES AND		
ENDING CASH BALANCE	\$8,070,000	\$9,925,922

CITY OF HATTIESBURG, MISSISSIPPI A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2022

WATER & SEWER CONTINGENT
ENTERPRISE FUND:

	FINAL BUDGET FOR NEXT FISCAL YEAR	ESTIMATED TOTAL FOR CURRENT FISCAL YEAR
REVENUES & BEG. CASH:		
Transfers In	50,000	50,000
Total From All Sources		
Other Than Taxation	50,000	50,000
Beginning Cash and		
Investment Balance	50,000	
TOTAL FROM ALL SOURCES	\$100,000	\$50,000
EXPENDITURES & ENDING CASH:		
Other Services & Charges	100,000	0
Operating transfers out		
Total Expenditures	100,000	0
Cash balance at End of Year	0	50,000
TOTAL EXPENDITURES AND		
ENDING CASH BALANCE	\$0	\$50,000

CITY OF HATTIESBURG, MISSISSIPPI A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2022

FINES & FORFEITURES FUND:

	FINAL BUDGET FOR NEXT FISCAL YEAR	ESTIMATED TOTAL FOR CURRENT FISCAL YEAR
REVENUES & BEG. CASH:		
State grants	\$0	
Federal Grants	\$0	
Charges for Services	0	125
Fines & Forfeits	0	37,000
Miscellaneous	0	70
Non-Revenue Receipts	0	
Total From All Sources		
Other Than Taxation	0	37,195
Beginning Cash and		
Investment Balance	100,000	230,798
TOTAL FROM ALL SOURCES	\$100,000	\$267,993
EXPENDITURES & ENDING CASH:		
Public Safety:		
Personnel	0	
Supplies & Expenses		27,774
Other services & Charges		3,000
Capital Outlays		120,000
Transfers to Other Funds		
Total Expenditures	0	150,774
Cash balance at End of Year	100,000	117,219
TOTAL EXPENDITURES AND		
ENDING CASH BALANCE	\$100,000	\$267,993

CITY OF HATTIESBURG, MISSISSIPPI A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2022

SERIES 2002 TIF BOND & INTEREST
FUND (SOUTHERN POINTE PROJECT):

	FINAL BUDGET FOR NEXT FISCAL YEAR	ESTIMATED TOTAL FOR CURRENT FISCAL YEAR
REVENUES & BEG. CASH:		
Interest		\$3,000
County Shared Revenues	141,401	144,695
Total From All Sources		
Other Than Taxation	141,401	147,695
Beginning Cash and		
Investment Balance	360,000	201,061
Property Taxes	138,076	133,555
TOTAL FROM ALL SOURCES	\$640,277	\$572,321
EXPENDITURES & ENDING CASH:		
General Issues:		
Bonds Redeemed	\$170,000	\$160,000
Interest on Bonds	73,983	81,966

Other Services & Charges	2,000	2,000
Total Expenditures	\$245,963	\$243,066
Cash balance at End of Year	394,314	328,355
TOTAL EXPENDITURES AND		
ENDING CASH BALANCE	\$640,277	\$572,321

CITY OF HATTIESBURG, MISSISSIPPI A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2022

SERIES 2003 TIF BOND & INTEREST
FUND (CHAUVEY SQUARE PROJECT):

	FINAL BUDGET FOR NEXT FISCAL YEAR	ESTIMATED TOTAL FOR CURRENT FISCAL YEAR
REVENUES & BEG. CASH:		
Interest	\$2,000	\$1,750
Transfer from Other Funds	0	
Total From All Sources		
Other Than Taxation	2,000	1,750
Beginning Cash and		
Investment Balance	209,253	202,188
Amount to be Raised by Tax Levy	200,000	200,000
TOTAL FROM ALL SOURCES	\$411,253	\$403,938
EXPENDITURES & ENDING CASH:		
TIF Bond Issues:		
Bonds Redeemed	145,000	140,000
Interest on Bonds	45,985	62,935
Other Services & Charges	2,500	2,500
Transfers to other funds	0	
Total Expenditures	\$193,485	\$165,435
Cash balance at End of Year	217,768	208,503
TOTAL EXPENDITURES AND		
ENDING CASH BALANCE	\$411,253	\$403,938

CITY OF HATTIESBURG, MISSISSIPPI A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2022

SERIES 2003 TIF BOND & INTEREST
FUND (TURTLE CREEK CROSSING):

	FINAL BUDGET FOR NEXT FISCAL YEAR	ESTIMATED TOTAL FOR CURRENT FISCAL YEAR
REVENUES & BEG. CASH:		
Interest	\$2,000	\$1,850
Transfer In	\$0	
County shared revenue	\$1,945	\$164,787
Total From All Sources		
Other Than Taxation	\$3,945	\$166,637
Beginning Cash and		
Investment Balance	200,000	165,625
Amount to be Raised by Tax Levy	115,000	400,000
TOTAL FROM ALL SOURCES	\$378,945	\$762,462
EXPENDITURES & ENDING CASH:		
TIF Bond Issues:		
Bonds Redeemed	100,000	490,000
Interest on Bonds	39,230	61,749
Other Services & Charges	4,000	5,000
Transfers to other funds		
Total Expenditures	\$143,230	\$556,749
Cash balance at End of Year	235,715	205,713
TOTAL EXPENDITURES AND		
ENDING CASH BALANCE	\$378,945	\$762,462

CITY OF HATTIESBURG, MISSISSIPPI A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2022

2008 TIF BOND AND INTEREST
FUND (LINCOLN CENTER):

	FINAL BUDGET FOR NEXT FISCAL YEAR	ESTIMATED TOTAL FOR CURRENT FISCAL YEAR
REVENUES & BEG. CASH:		
Interest	\$600	\$500
County Shared Revenue	\$0	
Transfer From Other Funds	0	
Total From All Sources		
Other Than Taxation	600	600
Beginning Cash and		
Investment Balance	74,815	73,373
Amount to be Raised by Tax Levy	40,320	58,000
TOTAL FROM ALL SOURCES	\$115,415	\$131,973
EXPENDITURES & ENDING CASH:		
General Issues:		
Bonds Redeemed	50,000	50,000
Interest on Bonds	4,000	6,000
Other Services & Charges	1,000	850
Total Expenditures	\$55,000	\$56,850
Cash balance at End of Year	60,415	75,123
TOTAL EXPENDITURES AND		
ENDING CASH BALANCE	\$115,415	\$131,973

CITY OF HATTIESBURG, MISSISSIPPI A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2022

2011 TIF BOND AND INTEREST FUND
(TURTLE CREEK CROSSING/KOHL'S):

	FINAL BUDGET FOR NEXT FISCAL YEAR	ESTIMATED TOTAL FOR CURRENT FISCAL YEAR
REVENUES & BEG. CASH:		
Interest	\$0	\$200
County Shared Revenue	\$0	\$31,338
Transfer From Other Funds	0	
Total From All Sources		
Other Than Taxation	0	31,538

Beginning Cash and Investment Balance	553	32,092
Amount to be Raised by Tax Levy	0	27,213
TOTAL FROM ALL SOURCES	\$553	\$91,743
EXPENDITURES & ENDING CASH:		
General Issues:		
Bonds Redeemed		85,000
Interest on Bonds		4,250
Other Services & Charges		1,940
Total Expenditures		91,190
Cash balance at End of Year	553	553
TOTAL EXPENDITURES AND ENDING CASH BALANCE	\$553	\$91,743

**CITY OF HATTIESBURG, MISSISSIPPI A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2022**

2016 TIF BOND AND INTEREST FUND (WHISPERING PINES):

	FINAL BUDGET FOR NEXT FISCAL YEAR	ESTIMATED TOTAL FOR CURRENT FISCAL YEAR
REVENUES & BEG. CASH:		
Interest	\$3,000	\$3,800
County Shared Revenue	\$205,773	\$234,249
Transfer From Other Funds	0	
Total From All Sources	208,773	238,049
Beginning Cash and Investment Balance	605,250	386,610
Amount to be Raised by Tax Levy	167,295	167,383
TOTAL FROM ALL SOURCES	\$881,319	\$792,042
EXPENDITURES & ENDING CASH:		
General Issues:		
Bonds Redeemed	182,000	175,000
Interest on Bonds	97,383	104,383
Other Services & Charges	2,550	1,940
Total Expenditures	\$281,933	281,323
Cash balance at End of Year	599,386	510,719
TOTAL EXPENDITURES AND ENDING CASH BALANCE	\$881,319	\$792,042

**CITY OF HATTIESBURG, MISSISSIPPI A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2022**

2016 TIF BOND AND INTEREST FUND (HATTIESBURG CLINIC MIDTOWN):

	FINAL BUDGET FOR NEXT FISCAL YEAR	ESTIMATED TOTAL FOR CURRENT FISCAL YEAR
REVENUES & BEG. CASH:		
Interest	\$500	\$520
County Shared Revenue	\$41,605	\$41,583
Transfer From Other Funds	0	
Total From All Sources	42,105	42,103
Beginning Cash and Investment Balance	54,260	53,740
Amount to be Raised by Tax Levy	34,040	34,022
TOTAL FROM ALL SOURCES	\$130,405	\$129,865
EXPENDITURES & ENDING CASH:		
General Issues:		
Bonds Redeemed	51,000	49,000
Interest on Bonds	24,645	26,605
Other Services & Charges	0	0
Total Expenditures	\$75,645	75,605
Cash balance at End of Year	54,760	54,260
TOTAL EXPENDITURES AND ENDING CASH BALANCE	\$130,405	\$129,865

**CITY OF HATTIESBURG, MISSISSIPPI A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2022**

AIRPORT IMPROVEMENT SPECIAL REVENUE FUND:

	FINAL BUDGET FOR NEXT FISCAL YEAR	ESTIMATED TOTAL FOR CURRENT FISCAL YEAR
REVENUES & BEG. CASH:		
Federal Grants	\$1,236,381	\$40,000
State Grants	67,409	0
Miscellaneous	40,000	40,000
Transfers In	250,000	250,000
Non-Revenue Receipts	0	
Total From All Sources	1,593,770	330,000
Beginning Cash and Investment Balance	0	(261,594)
TOTAL FROM ALL SOURCES	\$1,593,770	\$68,406
EXPENDITURES & ENDING CASH:		
Public Services:		
Other services & Charges	50,000	48,804
Capital Outlays	1,378,179	500,725
Total Expenditures	1,428,179	549,529
Cash balance at End of Year	165,591	(481,124)
TOTAL EXPENDITURES AND ENDING CASH BALANCE	\$1,593,770	\$68,406

**CITY OF HATTIESBURG, MISSISSIPPI A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2022**

2015A TIF BOND AND INTEREST FUND (THE RIDGE AT TURTLE CREEK):

	FINAL BUDGET FOR NEXT FISCAL YEAR	ESTIMATED TOTAL FOR CURRENT FISCAL YEAR
REVENUES & BEG. CASH:		

Interest	\$700	\$700
County Shared Revenue	\$29,857	\$29,806
Transfer From Other Funds	0	0
Total From All Sources	30,557	30,606
Beginning Cash and Investment Balance	121,460	123,954
Amount to be Raised by Tax Levy	89,671	90,457
TOTAL FROM ALL SOURCES	\$241,688	\$244,917

EXPENDITURES & ENDING CASH:

General Issues:		
Bonds Redeemed	71,000	67,000
Interest on Bonds	48,430	52,223
Other Services & Charges	2,000	1,940
Total Expenditures	\$121,430	121,163
Cash balance at End of Year	120,158	123,754
TOTAL EXPENDITURES AND ENDING CASH BALANCE	\$241,588	\$244,917

**CITY OF HATTIESBURG, MISSISSIPPI A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2022**

2015B TIF BOND AND INTEREST FUND (MIDTOWN MARKET):

	FINAL BUDGET FOR NEXT FISCAL YEAR	ESTIMATED TOTAL FOR CURRENT FISCAL YEAR
REVENUES & BEG. CASH:		
Interest	\$50	\$75
County Shared Revenue	\$11,360	\$12,837
Transfer From Other Funds	0	0
Total From All Sources	11,410	12,912
Beginning Cash and Investment Balance	12,420	11,087
Amount to be Raised by Tax Levy	10,707	10,503
TOTAL FROM ALL SOURCES	\$34,557	\$34,502
EXPENDITURES & ENDING CASH:		
General Issues:		
Bonds Redeemed	12,000	11,000
Interest on Bonds	8,380	8,993
Other Services & Charges	2,000	1,940
Total Expenditures	\$22,380	21,933
Cash balance at End of Year	12,197	12,569
TOTAL EXPENDITURES AND ENDING CASH BALANCE	\$34,557	\$34,502

**CITY OF HATTIESBURG, MISSISSIPPI A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2022**

2019 TIF BOND AND INTEREST FUND (ELAM ARMS):

	FINAL BUDGET FOR NEXT FISCAL YEAR	ESTIMATED TOTAL FOR CURRENT FISCAL YEAR
REVENUES & BEG. CASH:		
Interest	\$1,500	\$2,700
County Shared Revenue	\$164,379	\$166,026
Transfer From Other Funds	66,526	66,526
Total From All Sources	232,405	235,252
Beginning Cash and Investment Balance	714,850	631,938
Amount to be Raised by Tax Levy	133,642	136,001
TOTAL FROM ALL SOURCES	\$1,080,897	\$1,003,191
EXPENDITURES & ENDING CASH:		
General Issues:		
Bonds Redeemed	166,000	159,000
Interest on Bonds	128,824	124,157
Other Services & Charges	2,500	2,000
Total Expenditures	\$297,324	285,157
Cash balance at End of Year	785,573	718,034
TOTAL EXPENDITURES AND ENDING CASH BALANCE	\$1,080,897	\$1,003,191

**CITY OF HATTIESBURG, MISSISSIPPI A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2022**

MUNICIPAL ROAD & BRIDGE SPECIAL REVENUE FUND:

	FINAL BUDGET FOR NEXT FISCAL YEAR	ESTIMATED TOTAL FOR CURRENT FISCAL YEAR
REVENUES & BEG. CASH:		
Inter-governmental Revenues:		
State Grants	\$3,289,511	\$875,000
Federal Grants	\$1,925,974	0
County Shared Revenues	1,820,000	1,800,000
Miscellaneous	0	3,500
Transfers In	0	0
Non-Revenue Receipts	0	
Total From All Sources	7,035,485	2,678,500
Beginning Cash and Investment Balance	400,000	1,376,198
TOTAL FROM ALL SOURCES	\$7,435,485	\$4,054,698
EXPENDITURES & ENDING CASH:		
Public Services:		
Supplies & Expenses	0	
Other services & Charges	1,776,288	1,520,000
Capital Outlays	5,629,807	2,125,000
Principal payments	0	
Interest payments	0	
Total Expenditures	7,406,095	3,645,000
Cash balance at End of Year	29,390	409,698
TOTAL EXPENDITURES AND ENDING CASH BALANCE	\$7,435,485	\$4,054,698

**CITY OF HATTIESBURG, MISSISSIPPI MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2022**

**MASS TRANSIT OPERATING
SPECIAL REVENUE FUND:**

	FINAL BUDGET FOR NEXT FISCAL YEAR	ESTIMATED TOTAL FOR CURRENT FISCAL YEAR
REVENUES & BEG. CASH:		
Inter-governmental Revenues:		
Federal Grants	\$3,664,365	\$1,165,500
State Grant	100,000	25,000
Miscellaneous	145,700	325,000
Transfers-In	300,000	300,000
Non Revenue Receipts	0	0
Total From All Sources	4,210,065	1,815,500
Other Than Taxation		
Beginning Cash and		
Investment Balance	380,000	358,637
Amount to be Raised by Tax Levy	244,000	232,000
TOTAL FROM ALL SOURCES	4,834,065	2,406,137
EXPENDITURES & ENDING CASH:		
Personnel	1,300,721	1,106,885
Supplies & Expenses	246,410	130,058
Other services & Charges	437,215	332,051
Capital Outlays	2,787,824	457,188
Total Expenditures	4,782,230	2,026,182
Cash balance at End of Year	\$1,835	379,657
TOTAL EXPENDITURES AND ENDING CASH BALANCE	\$4,834,065	\$2,406,137

**CITY OF HATTIESBURG, MISSISSIPPI MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2022**

**WATER & SEWER CONSTRUCTION
ENTERPRISE FUND:**

	FINAL BUDGET FOR NEXT FISCAL YEAR	ESTIMATED TOTAL FOR CURRENT FISCAL YEAR
REVENUES & BEG. CASH:		
Inter-governmental Revenues:		
Federal Grants	\$0	\$0
Miscellaneous	87,000	87,000
Transfers-In	2,276,470	3,940,000
Non-Revenue Receipts	0	0
Total From All Sources	2,363,470	4,027,000
Other Than Taxation		
Beginning Cash and		
Investment Balance	3,500,000	3,685,499
TOTAL FROM ALL SOURCES	\$5,863,470	\$7,712,499
EXPENDITURES & ENDING CASH:		
Other services & Charges	\$654,500	\$1,100,500
Transfers Out	\$0	\$0
Capital Outlays	4,202,000	2,897,369
Total Expenditures	\$4,856,500	\$4,097,869
Cash balance at End of Year	1,006,970	3,614,630
TOTAL EXPENDITURES AND ENDING CASH BALANCE	\$5,863,470	\$7,712,499

**CITY OF HATTIESBURG, MISSISSIPPI MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2022**

**SAENGER & COMMUNITY CENTERS
SPECIAL REVENUE FUND:**

	FINAL BUDGET FOR NEXT FISCAL YEAR	ESTIMATED TOTAL FOR CURRENT FISCAL YEAR
REVENUES & BEG. CASH:		
Charges for services:		
Culture & Recreation	\$20,000	\$12,000
Miscellaneous	3,500	3,500
Transfers-In	650,000	650,000
Non-Revenue Receipts	0	0
Total From All Sources	673,500	665,500
Other Than taxation		
Beginning Cash and		
Investment Balance	230,000	234,498
TOTAL FROM ALL SOURCES	\$903,500	\$899,998
EXPENDITURES & ENDING CASH:		
Personnel	620,340	525,000
Supplies & Expenses	41,700	19,290
Other services & Charges	196,300	139,000
Capital Outlays	42,500	24,468
Total Expenditures	900,840	707,668
Cash balance at End of Year	2,660	195,332
TOTAL EXPENDITURES AND ENDING CASH BALANCE	\$903,500	\$899,998

**CITY OF HATTIESBURG, MISSISSIPPI MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2022**

COVID FISCAL RECOVERY FUND:

	FINAL BUDGET FOR NEXT FISCAL YEAR	ESTIMATED TOTAL FOR CURRENT FISCAL YEAR
REVENUES & BEG. CASH:		
Federal Grants	6,437,500	6,437,910
Interest Earnings	0	0
Total Revenues	6,437,500	6,437,910
Beginning Cash and		
Investment Balance	6,437,500	0
TOTAL FROM ALL SOURCES	\$12,875,000	\$6,437,910
EXPENDITURES & ENDING CASH:		
Supplies		

Other services & Charges	0	0
Capital Outlays	11,075,000	0
Transfers Out	1,000,000	0
Total Expenditures	\$12,875,000	\$0
Cash balance at End of Year	0	6,437,910
TOTAL EXPENDITURES AND ENDING CASH BALANCE	\$12,875,000	\$6,437,910

**CITY OF HATTIESBURG, MISSISSIPPI MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2022**

**COMMUNITY DEVELOPMENT BLOCK GRANT
SPECIAL REVENUE FUND:**

	FINAL BUDGET FOR NEXT FISCAL YEAR	ESTIMATED TOTAL FOR CURRENT FISCAL YEAR
REVENUES & BEG. CASH:		
Transfers In	\$35,795	\$35,795
Federal Grants	3,157,411	\$725,810
Total From All Sources	3,193,206	761,605
Other Than Taxation		
Beginning Cash and		
Investment Balance	0	(138,859)
TOTAL FROM ALL SOURCES	\$3,193,206	\$622,746
EXPENDITURES & ENDING CASH:		
Personnel	274,050	248,501
Supplies & Expenses	8,250	4,018
Other services & Charges	973,950	160,200
Capital Outlays	1,886,956	275,320
Transfers	0	0
Total Expenditures	3,143,206	688,039
Cash balance at End of Year	50,000	(65,333)
TOTAL EXPENDITURES AND ENDING CASH BALANCE	\$3,193,206	\$622,706

**CITY OF HATTIESBURG, MISSISSIPPI MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2022**

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

	FINAL BUDGET FOR NEXT FISCAL YEAR	ESTIMATED TOTAL FOR CURRENT FISCAL YEAR
REVENUES & BEG. CASH:		
Intergovernmental Revenues:		
Federal Grants	0	120,000
State Grants	\$0	\$0
State Shared Revenues	\$2,993,000	2,861,695
Interest Earnings	0	0
Total Revenues	2,993,000	2,861,695
Beginning Cash and		
Investment Balance	1,400,000	1,078,415
TOTAL FROM ALL SOURCES	4,393,000	3,940,110
EXPENDITURES & ENDING CASH:		
Personal Services	51,020	40,020
Other services & Charges	1,496,500	1,430,808
Capital Outlays	2,845,480	1,075,480
Transfers to Other Funds		
Total Expenditures	4,393,000	2,546,308
Cash balance at End of Year		1,393,802
TOTAL EXPENDITURES AND ENDING CASH BALANCE	4,393,000	3,940,110

**CITY OF HATTIESBURG, MISSISSIPPI MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2022**

**PUBLIC SAFETY COMPLEX AND
RECREATION CONSTRUCTION FUND:**

	FINAL BUDGET FOR NEXT FISCAL YEAR	ESTIMATED TOTAL FOR CURRENT FISCAL YEAR
REVENUES & BEG. CASH:		
Proceeds from borrowing	0	0
State Grants	0	300,000
Interest Earnings	0	38,200
Total Revenues	0	338,200
Beginning Cash and		
Investment Balance	22,100,000	31,612,380
TOTAL FROM ALL SOURCES	\$22,100,000	\$32,150,580
EXPENDITURES & ENDING CASH:		
Other services & Charges	0	0
Transfers to Other Funds		
Capital Outlays	22,100,000	10,042,605
Total Expenditures	\$22,100,000	\$10,042,605
Cash balance at End of Year	0	22,107,975
TOTAL EXPENDITURES AND ENDING CASH BALANCE	\$22,100,000	\$32,150,580

**CITY OF HATTIESBURG, MISSISSIPPI MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2022**

**SERIES 2016 WATER & SEWER REVENUE BOND
CONSTRUCTION FUND:**

	FINAL BUDGET FOR NEXT FISCAL YEAR	ESTIMATED TOTAL FOR CURRENT FISCAL YEAR
REVENUES & BEG. CASH:		
Interest Earnings	0	\$325
Non Revenue Receipts	0	0
Total Revenues	0	325
Beginning Cash and		
Investment Balance	2,000,000	4,084,862
TOTAL FROM ALL SOURCES	\$2,000,000	\$4,085,187

EXPENDITURES & ENDING CASH:

Supplies & Expenses	0	
Other services & Charges	0	0
Capital Outlays	2,000,000	2,095,623
Total Expenditures	\$2,000,000	\$2,095,623
Cash balance at End of Year	0	1,999,564
TOTAL EXPENDITURES AND		
ENDING CASH BALANCE	\$2,000,000	\$4,099,187

CITY OF HATTIESBURG, MISSISSIPPI MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2022

SERIES 2012 WATER & SEWER REVENUE BOND
CONSTRUCTION FUND:

	FINAL BUDGET FOR NEXT FISCAL YEAR	ESTIMATED TOTAL FOR CURRENT FISCAL YEAR
REVENUES & BEG. CASH:		
Federal Grants	\$0	
Interest Earnings	0	
Non-Revenue Receipts	\$0	
Total Revenues	0	0
Beginning Cash and Investment Balance	64	64
TOTAL FROM ALL SOURCES	\$64	\$64
EXPENDITURES & ENDING CASH:		
Other services & Charges	0	
Capital Outlays	0	0
Transfers	64	
Total Expenditures	64	0
Cash balance at End of Year	0	64
TOTAL EXPENDITURES AND		
ENDING CASH BALANCE	\$64	\$64

CITY OF HATTIESBURG, MISSISSIPPI MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2022

2019 FIRE STATION
CONSTRUCTION FUND:

	FINAL BUDGET FOR NEXT FISCAL YEAR	ESTIMATED TOTAL FOR CURRENT FISCAL YEAR
REVENUES & BEG. CASH:		
Interest Earnings Grant revenues	\$0	\$31,020
Total Revenues	0	31,020
Beginning Cash and Investment Balance	920,000	2,922,803
TOTAL FROM ALL SOURCES	\$920,000	\$2,953,823
EXPENDITURES & ENDING CASH:		
Capital Outlays	920,000	2,020,357
Total Expenditures	920,000	2,020,357
Cash balance at End of Year	0	933,466
TOTAL EXPENDITURES AND		
ENDING CASH BALANCE	\$920,000	\$2,953,823

CITY OF HATTIESBURG, MISSISSIPPI MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2022

INFRASTRUCTURE IMPROVEMENTS - INTERNET
SALES TAX FUND:

	FINAL BUDGET FOR NEXT FISCAL YEAR	ESTIMATED TOTAL FOR CURRENT FISCAL YEAR
REVENUES & BEG. CASH:		
Intergovernmental Revenue	\$2,500,000	\$1,963,496
Transfers In	0	0

Miscellaneous	0	2,283,249
Non-Revenue Receipts		
Total Revenues	2,500,000	4,246,745
Beginning Cash and Investment Balance	400,000	0
TOTAL FROM ALL SOURCES	\$2,900,000	\$4,246,745

EXPENDITURES & ENDING CASH:

Other services & Charges	0	0
Transfers Out	0	0
Capital Outlays	2,900,000	3,822,641
Total Expenditures	\$2,900,000	\$3,822,641
Cash balance at End of Year	0	424,104
TOTAL EXPENDITURES AND		
ENDING CASH BALANCE	\$2,900,000	\$4,246,745

CITY OF HATTIESBURG, MISSISSIPPI MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2022

KAMPER PARK ZOO CAPITAL
IMPROVEMENTS FUND:

	FINAL BUDGET FOR NEXT FISCAL YEAR	ESTIMATED TOTAL FOR CURRENT FISCAL YEAR
REVENUES & BEG. CASH:		
State Grants		35
Miscellaneous Revenues		
Culture & Recreation		
Transfer from Other Funds		
Total Revenues	0	35
Beginning Cash and Investment Balance	2,325	2,317
TOTAL FROM ALL SOURCES	\$2,325	\$2,352
EXPENDITURES & ENDING CASH:		
Supplies		0
Other services & Charges		0
Capital Outlays	2,325	0
Total Expenditures	2,325	0
Cash balance at End of Year		
TOTAL EXPENDITURES AND		
ENDING CASH BALANCE	\$2,325	\$2,352

CITY OF HATTIESBURG, MISSISSIPPI MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2022

SERIES 2013 WATER & SEWER REVENUE
BOND CONSTRUCTION FUND:

	FINAL BUDGET FOR NEXT FISCAL YEAR	ESTIMATED TOTAL FOR CURRENT FISCAL YEAR
REVENUES & BEG. CASH:		
Interest Earnings	\$0	\$0
Revenue Bond Proceeds	0	
Total Revenues	0	0
Beginning Cash and Investment Balance	571	571
TOTAL FROM ALL SOURCES	\$571	\$571
EXPENDITURES & ENDING CASH:		
Other services & Charges	0	0
Capital Outlays	0	0
Transfers Out	571	
Total Expenditures	571	0
Cash balance at End of Year	0	571
TOTAL EXPENDITURES AND		
ENDING CASH BALANCE	\$571	\$571

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: 562 Published 1 times

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Date 2nd Published: _____ Amt: _____

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TOTAL: 70.44

(signed) Meghan Patten
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 23rd
day of September, 2021, a Notary Public in
and for the County of Lamar, State of Mississippi:

(signed) Katherine H Bullock

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- ☐ File Name: COH - Notice of Intent
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____



NOTICE OF INTENT TO REQUEST RELEASE OF FUNDS

September 23, 2021
City of Hattiesburg, Department
of Urban Development
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898
(601) 554-1006

On or about October 11, 2021 following the comment period, the City of Hattiesburg, Department of Urban Development, will submit a request to the U.S. Department of Housing and Urban Development Mississippi State Office for the release of Community Development Block Grant funds under Title I of the Housing and Community Development Act of 1974 as amended and the HOME Investment Partnership Programs Funds Under Title II of the Cranston-Gonzalez National Affordable Housing Act, as amended to undertake the following projects known as:

HOUSING REHABILITATION

Major Rehabilitation and Lead Abatement - 1413 Arledge Street - \$70,000.00

Major Rehabilitation and Lead Abatement - 210 Barry Street - \$70,000.00

The activities proposed are categorically excluded under HUD regulations at 24 CFR Part 58 from National Environmental Policy Act requirements. An Environmental Review Record (ERR) that documents the environmental determinations for these projects is on file at the City of Hattiesburg, Department of Urban Development, 200 Forrest Street, Hattiesburg, MS 39401. The office hours are 8:00 A.M.

PUBLIC COMMENTS

Any individual, group, or agency may submit written comments on the ERR to the City of Hattiesburg, Department of Urban Development, Attention: Andrew Ellard, P.O. Box 1898 Hattiesburg, Mississippi 39403-1898. All comments received by 5:00 P.M., on October 11, 2021, will be considered by the City of Hattiesburg, Department of Urban Development, prior to authorizing submission of a request for release of funds.

ENVIRONMENTAL CERTIFICATIONS

The City of Hattiesburg, Department of Urban Development, certifies to HUD/Mississippi State Office that Toby Barker, in his capacity as Mayor of the City of Hattiesburg, consents to accept the jurisdiction of the Federal Courts if an action is brought to enforce responsibilities in relation to the environmental review process and that these responsibilities have been satisfied. HUD/Mississippi State Office approval of the certification satisfies its responsibilities under NEPA and related laws and authorities, and allows the City of Hattiesburg to use Program funds.

OBJECTIONS TO RELEASE OF FUNDS

HUD/Mississippi State office will accept objections to its release of funds and the Responsible Entity's certification for a period of fifteen days following the anticipated submission date or its actual receipt of the request (whichever is later) only if they are on one of the following bases: (a) the certification was not executed by the Certifying Officer of the City of Hattiesburg; (b) the City of Hattiesburg has omitted a step or failed to make a decision or finding required by HUD regulations at 24 CFR Part 58; (c) the grant recipient or other participants in the project have committed funds or incurred costs not authorized by 24 CFR Part 58 before approval of a release of funds by HUD; or (d) another Federal agency acting pursuant to 40 CFR Part 1504 has submitted a written finding that the project is unsatisfactory from the standpoint of environmental quality. Objections must be prepared and submitted in accordance with the required procedures (24 CFR Part 58), and shall be addressed to HUD, at 100 West Capitol Street, Dr. A. H. McCoy Federal Building, Room 910, Jackson, Mississippi 39269-1096. Potential objectors should contact HUD to verify the actual last day of the objection period.

Andrew Ellard,
Department of Urban Development
Toby Barker,
Mayor, City of Hattiesburg
Published September 23, 2021

Hattiesburg Publishing, Inc.

525 North Main Street, Suite C. • Hattiesburg, MS 39403
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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:

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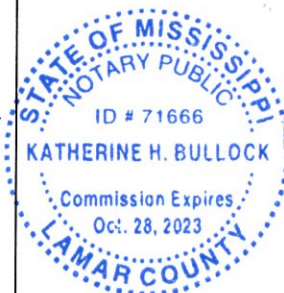
(signed) Megham Patten
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 23rd
day of September, 2021, a Notary Public in
and for the County of Lamar, State of Mississippi:

(signed) Katherine H. Bullock

FOR OFFICE USE ONLY:

- ☐ Em P: _____
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- ☐ File Name: COH - TIP Amendment PC
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____



PUBLIC NOTICE

PUBLIC COMMENT PERIOD
Hattiesburg-Petal-Forrest-Lamar Metropolitan Planning Organization FY2021-2024 TRANSPORTATION IMPROVEMENT PLAN (TIP)

The Hattiesburg-Petal-Forrest-Lamar Metropolitan Planning Organization (HPFL-MPO) will hold a public comment period beginning Thursday, September 23, 2021 for the public to review and provide comments regarding the proposed amendment to the current FY 2021-2024 Transportation Improvement Plan (TIP). This process is being conducted in accordance with State and Federal guidelines and the HPFL-MPO Public Participation Plan procedures. The HPFL-MPO TIP for the Hattiesburg Urbanized Area is a part of the Statewide Transportation Improvement Program (STIP) document.

The proposed amendments include the following project:

TIP Project #419 Oak Grove Rd/Weathersby Rd Intersection-Lamar County

The project has a proposed increase of the total project cost from \$937,500.00 to \$1,572,500.00.

The proposed amendment will be available for review at www.hattiesburgms.com/mpo. A hard copy of the proposed new TIP page for Project #419 can be requested by contacting the MPO office at 601. 545.6259. The official review and comment period will be held from September 23, 2021 until October 5, 2021.

Written comments regarding the proposed FY 2021-2024 TIP amendment should be emailed to mpo@hattiesburgms.com or mailed to:

Armendia Esters, MPO Division Manager

P.O. Box 1898

Hattiesburg, MS 39403

Anyone who may require auxiliary aids or special accommodations to participate in this comment period should advise the HPFL-MPO by calling 601.545.6259 or emailing

aesters@hattiesburgms.com for assistance.

Published September 23, 2021

Outstanding balances will incur a 1.5% service charge monthly, calculated from due date of invoice.

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Date 5th Published: _____ Amt: _____

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TOTAL: 1659.00

(signed) Neghan Patton
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 9th
day of September, 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 Notice of Public Hearing Budget
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____

NOTICE OF A PUBLIC HEARING ON PROPOSED BUDGET AND PROPOSED LEVIES FOR FISCAL YEAR 2022 FOR THE CITY OF HATTIESBURG, MS

The City of Hattiesburg will hold a public hearing on its proposed budget and proposed levies for Fiscal year 2021 on Tuesday, September 7, 2021, at 5:30 p.m. in the Council Chamber, City Hall, 200 Forrest Street, Hattiesburg, MS.

The City of Hattiesburg, Hattiesburg Municipal Separate School District, and the Library of Hattiesburg, Petal, and Forrest County are operating with a projected total budget revenue of \$242,128,828. Nineteen and seven tenths (19.7%) or \$47,799,856 of such revenue is obtained through ad valorem taxes. For the next fiscal year, the proposed budget has total projected revenue of \$240,475,072. Of that amount, 20%, or \$48,306,896 is proposed to be financed through a total ad valorem tax levied on the property within the City of Hattiesburg.

For the next fiscal year, the City of Hattiesburg does not plan to increase your ad valorem millage rate from the current 119.21 mills.

A millage rate of 53.66 will produce the amount of revenue from ad valorem taxes for the City of Hattiesburg as was collected the prior year. The millage rate for the previous year was 53.66.

A millage rate of 67.24 will produce the amount of revenue from ad valorem taxes for the Hattiesburg Separate School District as was collected the prior year. The millage rate for the previous year was 66.08.

Any citizen of the City of Hattiesburg is invited to attend this public hearing on the proposed budget and tax levies for Fiscal Year 2022 and be allowed to speak for a reasonable amount of time and offer tangible evidence before any action is taken.

Published August 26, September 7, 2021

**NOTICE OF A PUBLIC HEARING ON THE
PROPOSED BUDGET AND PROPOSED TAX
LEVIES FOR FISCAL YEAR 2022 FOR THE CITY
OF HATTIESBURG, MS**

The City of Hattiesburg will hold a public hearing on its proposed budget and proposed tax levies for Fiscal year 2021 on Tuesday, September 7, 2021, at 5:30 p.m. in the Council Chambers at City Hall, 200 Forrest Street, Hattiesburg, MS.

The City of Hattiesburg, Hattiesburg Municipal Separate School District, and the Library of Hattiesburg, Petal, and Forrest County are now operating with a projected total budget revenue of \$242,128,828. Nineteen and seven tenths percent (19.7%) or \$47,799,856 of such revenue is obtained through ad valorem taxes. For next fiscal year, the proposed budget has total projected revenue of \$240,475,072. Of that amount, 20%, or \$48,306,896 is proposed to be financed through a total ad valorem tax levy.

For the next fiscal year, the City of Hattiesburg does not plan to increase your ad valorem tax millage rate from the current 119.21 mills.

A millage rate of 53.66 will produce the same amount of revenue from ad valorem taxes for the City of Hattiesburg as was collected the prior year. The millage rate for the previous year was 53.13.

A millage rate of 67.24 will produce the same amount of revenue from ad valorem taxes for the Hattiesburg Separate School District as was collected the prior year. The millage rate for the previous year was 66.08.

Any citizen of the City of Hattiesburg is invited to attend this public hearing on the proposed budget and tax levies for Fiscal Year 2022 and will be allowed to speak for a reasonable amount of time and offer tangible evidence before any vote is taken.

Published August 26, September 2, 2021.



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Connie Everett, Interim CFO

cc:

Date: Tuesday, October 19, 2021

Re: Acknowledge receipt of Report of Solid Waste Revenues & Expenditures for fiscal year ending September 30, 2021 and authorize publication of same.
File Number: 2021-1257
Minute Book #

Summary

Acknowledge receipt of Report of Solid Waste Revenues & Expenditures for FY 2021 and authorize publication of same.

Recommendation Statement

I recommend acknowledging receipt of Solid Waste Report for FY 2021 and publication of same.

Please place this on the October 19, 2021 City Council meeting for consideration.

CITY OF HATTIESBURG, MISSISSIPPI**Report of Solid Waste Revenues & Expenditures - Cash Basis****Fiscal Year Ending September 30, 2021****(Pursuant to Ms. Code Section 17-17-348)****Revenues:**

Solid Waste Collection and Disposal User Charges Collected	\$2,347,921
Solid Waste Franchise revenues	168,375
Solid Waste Grant	75,000
FEMA reimbursement - tornado debris removal	0
Millage Supplement	1,401,591
Total Revenues	\$3,992,887

Expenditures:**Personnel:**

Wages	1,024,934
State Retirement	178,406
FICA Taxes	76,399
Hospital Insurance	244,907
Workers Comp/Unemployment Taxes	66,444
Total Personnel	1,591,090

Supplies:

Fuel & Lubricants	140,292
Motor Vehicle Repair Parts	127,076
Chemicals	14,173
Hand Tools	288
Other Operating Supplies	52,705
Total Supplies	334,534

Other Services & Charges:

Tipping Fees	1,256,511
Recycling Fees	199,297
Motor Vehicle Repairs (Outside Labor)	202,057
Uniform Rent	14,314
Tow-In Charges	2,980
Tornado clean-up Assistance	0
Other Services & Charges	29,614
Total Other Services & Charges	1,704,773

Debt service on trucks

0

Capital Outlays

362,490**Total Expenditures****\$3,992,887**

The City has contracted with the following companies/governmental entities for garbage disposal and recycling services for the Fiscal Year ended September 30, 2021:

Pinebelt Regional Solid Waste Authority P.O. Box 389 Petal Ms. 39465-0389	\$ 530,080
Waste Management of South Mississippi 133 Gravel Pit Road Hattiesburg, Ms. 39402	\$ 21,168
98 Waste LLC 406 Hemphill St Hattiesburg, MS 39401	\$ 491,268
Complete Environmental & Remediation 37 David Swan Lane Purvis, MS 39475	\$ 188,146
Republic Services, Inc. PO Box 9001099 Louisville, KY 40290	\$ 224,531



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, October 19, 2021

Re: Acknowledge receipt of FY 2020-2021 Expenditure Report from South Mississippi Art Association. (Ceramics and Pottery Program).

File Number: 2021-1268
Minute Book #

Summary

Recommendation Statement

Please place this on the October 19, 2021 City Council meeting for consideration.

SOUTH MISSISSIPPI
Art ASSOCIATION, INC.

September 30, 2021

Chris McGee, Director of Parks and Recreation
City of Hattiesburg
300 N. 12th Avenue
Hattiesburg, MS 39401

Hello Chris,

Enclosed is the annual end-of-year financial report for the pottery and sculpture program administrated by South Mississippi Art Association. It has been an honor and a pleasure to serve the City of Hattiesburg and artists; we look forward to the continuation of the program. Please let me know if there is anything else you need.

Best regards,



Pam Breazeale, Trustee
South Mississippi Art Association

enclosure

**South Mississippi Art Association
City of Hattiesburg Grant Report
October 1, 2020 through September 30, 2021**

Transaction Date	Check #	Description	Receipts	Expenditures	
				Artist Contract Labor	Equipment Repair & Maintenance
10/15/20	5032	Ben Watts Teacher labor Oct 1 through Oct 15, 2020		500.00	
10/30/20	5033	Ben Watts Teacher labor Oct 16 through Oct 31, 2020		500.00	
11/15/20	5034	Ben Watts Teacher labor Nov 1 through Nov 15, 2020		500.00	
11/30/20	5035	Ben Watts Teacher labor Nov 16 through Nov 30, 2020		500.00	
12/14/20		Hattiesburg 2020-2021 Grant check	13,000.00		
12/15/20	5037	Ben Watts Teacher labor Dec 1 through Dec 15, 2020		500.00	
12/31/20	5038	Ben Watts Teacher labor Dec 16 through Dec 31, 2020		500.00	
01/15/21	5039	Ben Watts teacher labor Jan 1 through Jan 15, 2021		500.00	
01/31/21	5040	Ben Watts Teacher labor Jan 16 through Jan 31, 2021		500.00	
02/15/21	5042	Ben Watts Teacher labor Feb 1 through Feb 15, 2021		500.00	
02/28/21	5043	Ben Watts Teacher labor Feb 16 through Feb 28, 2021		500.00	
03/15/21	5044	Ben Watts Teacher labor Mar 1 through Mar 15, 2021		500.00	
03/31/21	5045	Ben Watts Teacher labor Mar 16 through Mar 31, 2021		500.00	
04/15/21	5046	Ben Watts Teacher labor Apr 1 through Apr 15, 2021		500.00	
04/21/21	Debit	Krueger Pottery Supply Kiln wiring			39.02
4/30/2021	5047	Ben Watts Teacher labor Apr 16 through Apr 30, 2021		500.00	
5/15/2021	5048	Ben Watts Teacher labor May 1 through May 15, 2021		500.00	
5/31/2021	5049	Ben Watts Teacher labor May 16 through May 31, 2021		500.00	
06/15/21	5050	Ben Watts Teacher labor June 1 through June 15, 2021		500.00	
06/30/21	5051	Ben Watts Teacher labor June 16 through June 30, 2021		500.00	
7/15/2021	5052	Ben Watts Teacher pay for July 1 through 15, 2021		500.00	
7/31/2021	5054	Ben Watts Teacher pay for July 16 through 31, 2021		500.00	
08/15/21	5055	Ben Watts Teacher pay for Aug 1 through 15, 2021		500.00	
08/31/21	5056	Ben Watts Teacher pay for Aug 16 through 31, 2021		500.00	
09/15/21	Epay	Ben Watts Teacher pay for Sep 1 through Sep 15, 2021		500.00	
09/25/21	Debit	Dogwood Ceramics 24 inch NorthPark slab roller			780.40
09/25/21	debit	Dogwood Ceramics Canvas sets and bats for pottery wheels			202.23
09/30/21	Epay	Ben Watts Teacher pay for Sep 16, through Sep 30, 2021		500.00	
Totals Received/ Expended to Date			\$ 13,000.00	\$ 12,000.00	\$ 1,021.65
Ending Balance					



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, October 19, 2021

Re: Acknowledge receipt of FY 2021 Expenditure Report from Hattiesburg Arts Council Municipal Programs.

File Number: 2021-1271
Minute Book #

Summary

Recommendation Statement

Please place this on the October 19, 2021 City Council meeting for consideration.

A	B	C	D	E	F	G	H
1							
2	Hattiesburg Arts Council Municipal Programs - Final Report (FY21)		Projected		Actual		Notes
3			before COVID		(FY21)		
4	Program Expenses						
5	HAC smart Space						
6	City Summer camp 3 weeks in June		\$3,645.00		\$3,450.00		
7	Drug Court/classes for addiction recovery		\$3,000.00		\$1,400.00		COVID effected
8	Art Supplies		\$1,500.00		\$707.00		COVID effected - more virtual
9	HAC smart Space Festival participation						
10	Live @ 5 Fall 2020/2021		\$500.00		\$300.00		COVID effected
11	Farmers Market/2020/2021		\$200.00		\$0.00		COVID effected
12	Community Outreach at the Jook						
13	Drumming Circle 30 sessions x \$100		\$3,000.00		\$2,000.00		20 sessions - NEW outdoor event during COVID
14	Arts in Education/ Professional Development						
15	Workshop for teachers who work w/special needs students		\$900.00		\$637.00		
16	Cultural Events and Exhibits						
17	Exhibits Emerging artists and High School exhibit		\$100.00		\$0.00		COVID effected - event took place
18	Annual Amateur Photo competition		\$175.00		\$200.00		
19	Brown Bag Artists remuneration + sound		\$1,000.00		\$0.00		COVID effected - canceled
20	Ruth Miller Governors Award winner/exhibit and coffeetalk		\$500.00		\$0.00		COVID effected - canceled
21	Hispanic art exhibit/Day of the Dead community altar		\$500.00		\$850.00		
22	HAC smart Space childrens exhibit and activities event (December)		\$850.00		\$815.00		
23	Play Me I'm Yours /Pop up student concerts Brian Blair tribute/		\$400.00		\$0.00		COVID effected - canceled
24	Brown Bag Artists remuneration + sound		\$300.00		\$0.00		COVID effected - canceled
25	Classical guitars/ Miro and Natasa music performance		\$1,000.00		\$1,198.00		
26	Concert Band programs		\$250.00		\$0.00		COVID effected - canceled
27	Mural to celebrate Hispanic and ethnic population/Hector Boldo		\$1,000.00		\$0.00		COVID effected - canceled
28							
29	Program Administration and Operation Expenses						
30	Directors compensation (1 mo. + payroll tax)		\$3,589.00		\$5,844.00		
31	Promotional Materials/website/		\$310.00		\$596.00		
32	Assorted Supplies (Printers ink and Paper)		\$250.00		\$367.00		
33	Travelers Liability Insurance		\$385.00		\$771.00		Liability only
34	Travel expenses		\$0.00		\$0.00		
35	Telephone expense (1 mo. Average)		\$100.00		\$122.00		
36							
37	Total Expenses HAC FY21 Municipal Programs (Projected - Pre COVID)		\$23,454.00		\$19,257.00		Actual Total Expenses HAC FY2021 Municipal Programs
38							
39	FY21 Municipal Funds Requested		\$20,000.00		\$20,760.00		FY 21 Municipal Funds Received
40							
41	Hattiesburg Arts Council FY21 Out of Pocket Expenses (Projected)		\$3,454.00		\$1,503.00		Under spent
42							

	A	B	C	D	E	F	G	H
43								
44	A separate COVID relief amount was given for HAC Music Moves Pop-up performances throughout town:					Actual		
45								
46		Total Music Moves Funds Received				\$20,000.00		
47								
48			Total Music Moves performance cost			\$20,713.00		
49								
50			Additional hours of recordkeeping and monitoring			\$2,000.00		
51								
52		Hattiesburg Arts Council Music Moves Out of Pocket Expenses				-\$2,713.00		

	A	B	C	D
1				
2	Hattiesburg Arts Council Municipal Programs - Projection (FY22)			
3				
4	Program Expenses			
5		HAC smART Space		
6				
7		City Summer camp 3 weeks in June		\$3,645.00
8		Drug Court/classes for addiction recovery		\$3,000.00
9		Art Supplies		\$1,500.00
10		HAC smART Space Festival participation		
11		Live @ 5 Fall		\$500.00
12		Mobile Street Renaissance Festival		\$300.00
13		Live @ 5 Spring		\$500.00
14		Summer Tunes		\$200.00
15		Community Outreach at the Look		
16		Drumming Circle 20 sessions x \$100		\$2,000.00
17		Professional Development and Arts in Education		
18				
19		"Arts Integration 101" Dance, Music, Theatre, Visual Art - Dr. Mark Malone		\$900.00
20		Cultural Events and Exhibits		
21		Kat Fitzpatrick and Marcus Michels Fine Art Exhibit		\$50.00
22		Brown Bag Artists (renumeration + sound)		\$2,600.00
23		Emerging Artists and High School exhibit		\$50.00
24		Annual Amateur Photo Competition		\$550.00
25		Senior Readers Theater Classes and Final Performance - Sherri Marengo		\$350.00
26		Native American Medicine Garden and Presentation - Tammy Greer		\$500.00
27		Tea Dance; Swing into Spring - Community Social Event		\$700.00
28		Concert Band programs		\$835.00
29	Program Administration and Operation Expenses			
30				
31		Directors compensation (1 mo. + payroll tax)		\$5,844.00
32		Promotional Materials/website/		\$1,575.00
33		Assorted Supplies (Printers ink and Paper)		\$650.00
34		Travelers Liability Insurance		\$781.00
35		Travel expenses		\$200.00
36		Telephone expense (1 mo. Average)		\$122.00
37				
38		Total HAC Municipal Programs - Projected Expenses (FY22)		\$27,352.00
39		FY22 Municipal Funds Requested		\$25,000.00
		Hattiesburg Arts Council FY2021 Out of Pocket Expenses		\$2,352.00



10-01-2021

Dear Mayor Toby Barker, Hattiesburg City Council, and Mr. Chris McGee:

Every year since 1970, Hattiesburg Arts Council (HAC) has made a conscious effort to share interactive Arts programs and events that are FREE and accessible to all people. HAC's fifteen-member Board of Directors would like to thank you for your many years of support.

To spite the challenges of this past year, we managed to be successful in offering high quality programing to the community of Hattiesburg and the surrounding area. We are currently looking forward to the upcoming events featured on our new calendar.

Along with this cover letter, you will find our FY21 final report and FY22 proposed budget request. We are asking you to continue your usual yearly contribution by voting to grant us \$25,000 for our new fiscal year. Your support enables us to promote area artists in all disciplines, provide professional development workshops, and educate children, adults, seniors, and entertain our public by the means of creative interactive events throughout the year.

Last year, HAC pushed through COVID beyond our own expectations to spotlight and employ over 120 local and regional artists. This diverse group of professionals included: HAC Music Moves Pop-up musicians, visual art exhibitors, as well as instructors for weekly drum circles, City Summer Camp, Senior Reading Theater, Arc Rise & Shine Adults with Special Needs, area drug court, and HAC *smART* Space Outreach activities for children of all ages at festivals such as Live@Five.

Rest assured with your support, these programs and more will continue to flourish. HAC's Board of Directors are dedicated to our role as the official Arts agency for the City of Hattiesburg, reaffirmed by Mayor Toby Barker and endorsed by the Forrest County Board of Supervisors.

As you glance through the prepared folder, please notice the City of Hattiesburg logo faithfully displayed on all of our materials, flyers, invitations, banners and social media. There is no doubt that we have tremendous gratitude for your support of the Arts, and we take pride in recognizing you in every way possible.

Hattiesburg Arts Council is looking forward to hearing from you regarding this donation request. Should you have any questions or concerns, please do not hesitate to call or email us. Thank you for all your hard work, dedication and again your support.

Gratefully yours,

A handwritten signature in blue ink, appearing to read "Alehandro Wooten". The signature is fluid and stylized, with a long horizontal stroke extending to the right.

Alehandro Wooten (Alē), Executive Director

2021-2022 HAC Board of Directors:

Lici Beveridge
Elisha Barnes-Booth
Jayce Chambliss
Steve Coleman
Lynn Phillips Helwig

Casey Jarman
Nick Joslin
Malia-Jaye Lewis
Roshondra Lott
Sherri Marengo

Becky Montague
David Pellow
Mark Rigsby
Anna Rush
Jacqueline Gonzalez Wooton



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, October 19, 2021

Re: Acknowledge receipt of FY 2021 Expenditure Report from Hattiesburg Youth Soccer Association for HYSA Soccer Program.

File Number: 2021-1262
Minute Book #

Summary

Acknowledge receipt of FY 2021 Expenditure Report from Hattiesburg Youth Soccer Association for HYSA Soccer Program.

Recommendation Statement

Please place this on the October 19, 2021 City Council meeting for consideration.

HYSA EXPENSES (2021)

1. Uniforms =	\$ 2,669.12
2. Referees =	\$ 34,695.00
3. Field Lighting =	<u>\$ 5,118.24</u>
Total =	\$42,482.36



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director

cc: Kermas Eaton, City Clerk

Date: Tuesday, October 19, 2021

Re: Approve and authorize issuance of manual checks for CDBG Program Claims per attached Memorandum. {Entitlement CDBG}
File Number: 2021-1258
Minute Book #

Summary

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

Recommendation Statement

I recommend issuance of manual checks for CDBG Program Claims per attached Memorandum

Please place this on the October 19, 2021 City Council meeting for consideration.

MEMORANDUM

TO: City of Hattiesburg Council Members

FROM: Andrew Ellard
Department of Urban Development

SUBJECT: Authorize issuance of manual check for CDBG Program claims

DATE: October 19, 2021

The following request for payment is being submitted for approval during the City Council's October 19, 2021 meeting. Please authorize and approve issuance of a manual check for the claim listed below:

Recipient:	Breakthrough Community Services, Inc.
Activity:	Emergency Repair
Program:	CDBG
Project Site:	400 S Tipton Street
Amount Requested:	\$9,916.27
Purpose of Request:	Reimbursement



"Breaking the Shackles of Poverty Through Services"

INVOICE

REIMBURSEMENT

Breakthrough Community Services, Inc.

1313 Country Club Road

Hattiesburg, MS 39401

P 601-582-3475

F 601-582-0149

BILL TO:

City of Hattiesburg

Department of Federal & State Programs

P. O. Box 1898, Hattiesburg, MS 39401

Phone: 601.545.4558

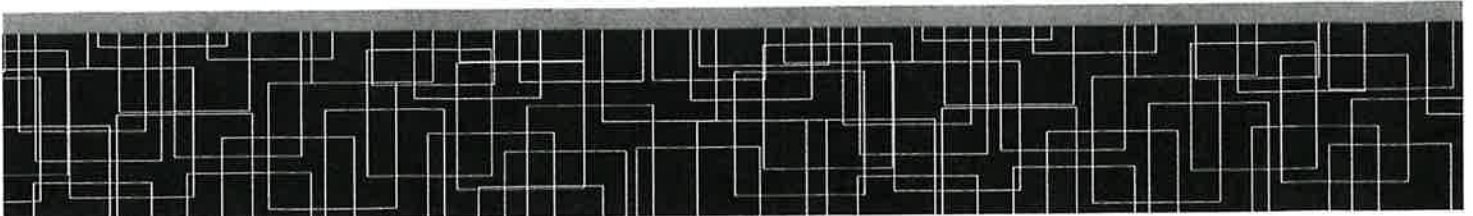
RECEIVED
8/18/21
[Signature]

Project	Contractor	Property Address	Invoice	Date
Emergency Repair	Jerry Arrington	400 Tipton Street	01	August 16, 2021

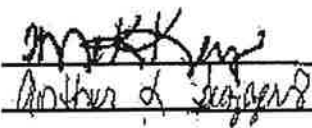
Quantity	Description	Unit Price	Total
1	Roofing Material		\$4,300.00
			\$4,300.00

Make all checks payable to **Breakthrough Community Services, Inc.**

THANK YOU FOR YOUR BUSINESS!



8/16/2021 2:54 PM

BREAKTHROUGH COMMUNITY SERVICES HOME REHABILITATION FUND TAN 10 831-183083 1819 COUNTRY CLUB ROAD HATTIESBURG, MISSISSIPPI 39401		 88-07/863	1008 NUMBER 1008
DATE 08/08/2021		AMOUNT \$4,300.00	
FOUR THOUSAND THREE HUNDRED DOLLARS AND NO CENTS			
PAY TO THE ORDER OF	Jerry Arlington 18 Old Airport Rd Apt 501 Hattiesburg MS 39401		
For: Draw 1 for Tipton Street Material			
⑈001008⑈ ⑈065300279⑈ ⑈480058843⑈			

⑈377610936⑈	>065300279< Trustmark Hattiesburg 2021-08-10 0377610936	15 048 00137 08/10/2021 09:37 006/847 400080134 \$4,300.00 NE
-------------	--	--

FILED
9/18/21
ON

Amount: \$-4,300.00

Statement Description: CASHED CHECK #1008

Check Number: 1008

Posted Date: 8/10/2021

Type: Debit

Status: Posted



"Breaking the Shackles of Poverty Through Services"

Breakthrough Community Services, Inc.

1313 Country Club Road
Hattiesburg, MS 39401
P 601-582-3475
F 601-582-0149

INVOICE

REIMBURSEMENT



BILL TO:

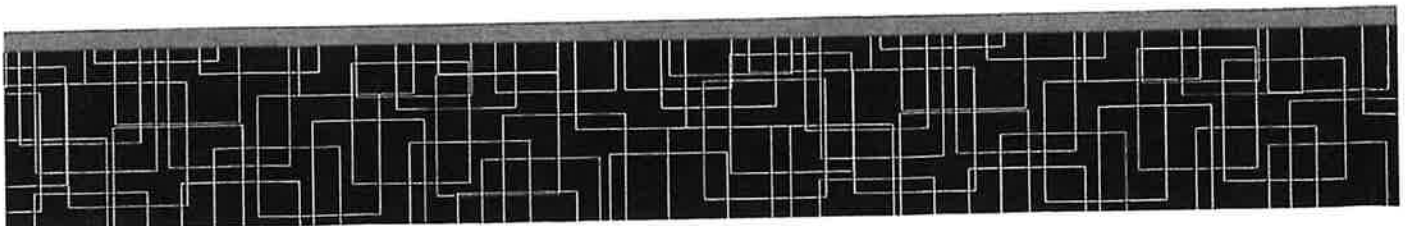
City of Hattiesburg
Department of Federal & State Programs
P. O. Box 1898, Hattiesburg, MS 39401
Phone: 601.545.4558

Project	Contractor	Property Address	Invoice	Date
Emergency Repair	Jerry Arrington	400 Tipton Street	02	October 8, 2021

Quantity	Description	Unit Price	Total
1	Final payment for project		\$5,616.27
			\$5,616.27

Make all checks payable to **Breakthrough Community Services, Inc.**

THANK YOU FOR YOUR BUSINESS!



10/11/2021 9:10 AM

RECEIVED
10/11/21

BREAKTHROUGH COMMUNITY SERVICES 601-382-3475		1010
HOME REHABILITATION FUND TAKID #31-187899 1818 COUNTRY CLUB ROAD HATTIESBURG, MISSISSIPPI 39401		NUMBER 1010
DATE 10/07/2021		AMOUNT *****5,616.27
FIVE THOUSAND SIX HUNDRED SIXTEEN DOLLARS AND TWENTY SEVEN CENTS		
PAY TO THE ORDER OF	Jerry Arlington 13 Old Airport Rd Apt 501 Hattiesburg MS 39401	
For: final payment for Tipton Street project		<i>[Signature]</i> <i>[Signature]</i>

trustmark Hattiesburg

64 MG 00152 10/08/2021 10/08/2021
10/08/2021 10/08/2021
10/08/2021 10/08/2021

Amount: \$-5,616.27

Statement Description: CASHED CHECK #1010

Check Number: 1010

Posted Date: 10/8/2021

Type: Debit

Status: Posted



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, October 19, 2021

Re: Approve Plans and Specifications for the Water Plant #1 Rehabilitation Phase 1 project and authorize advertisement for bids.
File Number: 2021-1233
Minute Book #

Summary

Approve Plans and Specifications for the Water Plant #1 Rehabilitation Phase 1 project and authorize advertisement for bids.

Recommendation Statement

I recommend approval of this item.

Please place this on the October 19, 2021 City Council meeting for consideration.



Engineering Progress

October 8, 2021

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

Attn: Lamar Rutland, P.E.

RE: **Water Plant #1 Rehabilitation – Phase I**
City of Hattiesburg

Dear Lamar:

Enclosed please find the Advertisement for Bids, Specifications, and Plans for the above referenced project. We would like to request permission to advertise on the October 19th City Council agenda.

If you should have any questions or comments, please do not hesitate to call.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Nick Connolly'.

Nicholas M. Connolly, P.E., R.L.S.
Project Engineer

/md

Enclosures

RECEIVED
10/8/21

SPECIFICATIONS AND CONTRACT DOCUMENTS

FOR

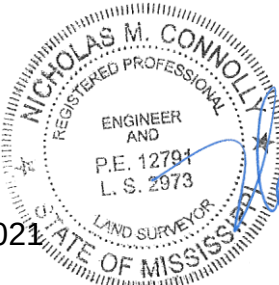
**WATER PLANT #1
REHABILITATION
PHASE 1**

FOR THE

CITY OF HATTIESBURG

AUGUST 2021

8-4-2021

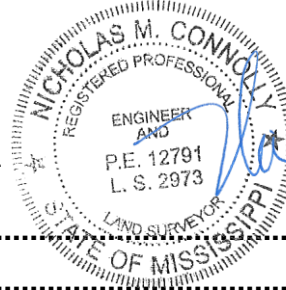


PREPARED BY:

**SHOWS, DEARMAN & WAITS, INC.
CONSULTING ENGINEERS**

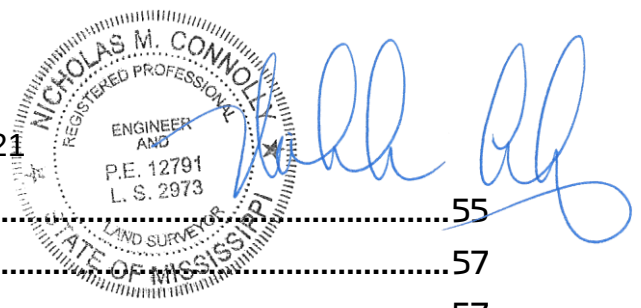
TABLE OF CONTENTS

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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 **December 2, 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 19th day of October A.D., 2021.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
Kermas Eaton, City Clerk

Publish on October 27, 2021 and November 3, 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 December 2, 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	Fluoride Feed System and Appurtenances	1	EA		
7	Filter Rehabilitation including Air Scour Piping and Appurtenances	6	EA		
8	Spiral Staircase	1	LS		
9	Exhaust Fan and Piping to Vent	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.

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	• Price Reduction For Defective Cost Or Pricing Data	
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	• Notice of Requirement for Affirmative Action	SGC-07
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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 HATTIESBURG WATER CUSTOMERS

The City of Hattiesburg has accepted a loan through the Mississippi State Department of Health administered by the Mississippi Drinking Water System Improvements Revolving Loan Fund Program to rehabilitate Water Plant #1 by replacing the filter media, reconstructing the rapid mix tank, and reroofing all of the buildings. This project is partially funded by the EPA. You, as the customer, can look forward to improved quality of water 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 STRUCTURE S 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
 - a. All Work associated with installation of new system in the 1990's aerator complete as shown and/or specified.
 - b. 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.

F. Item 6 – Fluoride Feed System:

1. Description: Item includes
 - a. All Work associated with installation of new system in the chemical building complete as shown and/or specified.
 - b. All Work associated with the demolition of the existing fluoride feed system in the Chemical Building. The existing fluoride 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 Fluoride 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 – 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.
- I. Item 9 – 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.
- 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 8½ inch x 11 inch or 8½ 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 or 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. Dry packing will not be permitted.
3. Manufacturers of proprietary products shall make available upon 72 hours notification the services of a qualified, full-time employee to aid in assuring proper use of the product under job conditions.
4. Placing grout shall conform to the temperature and weather limitations described in 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 an 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 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 ¾-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 through 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 CONDUCTNE 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 undamaged 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. "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 MGI-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 MGI-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 rpms 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 in convenient containers of a proper size to treat the amount of seed to be planted. The legume seeds shall be treated according to the directions, and before the expiration date for use of the media shown on the container.
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 pipes 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 Sections.
- B. Coordination: Review installation procedures under other sections and coordinate with the work that is related to this section.

1.2. SUBMITTALS

- 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> (inches)	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 in place 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 day's 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:
 - a. Install restrained joints as shown, specified, recommended by manufacturer or otherwise required.
 - b. 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 " $L = ((S)(D)(P)^{1/2}) / 148000$ ".
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>(Inches)</u>	<u>Rod Diameter</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 tum 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.
 - b. Wall Thickness: Schedule 80.
 - c. 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:

FIRST TWO OR THREE LETTERS

CV
BFV
BV

TYPE OF VALVES

CHECK VALVES
BUTTERFLY VALVE
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.
- D. The size and feed rate of the lime and fluoride feeders shall match the existing units.

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 ½ 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 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 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 F101 Contact-Molded, Fiberglass-Reinforced Plastic Wash-water Troughs and Launderers.
4. ANSI/AWWA F102 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. The air scour system shall be adjusted as shown in the plans and shall provide air at the rate of 4 SCFM/sf to ensure optimum cleaning.

B. Design Flow Rates: The filter 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, head loss 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 on the new piping.
- C. Proper documentation showing NSF-61 certification of all 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 all 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 10 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. 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 316 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. Maximum weight of material containers is 4,000 pounds.
- 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

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

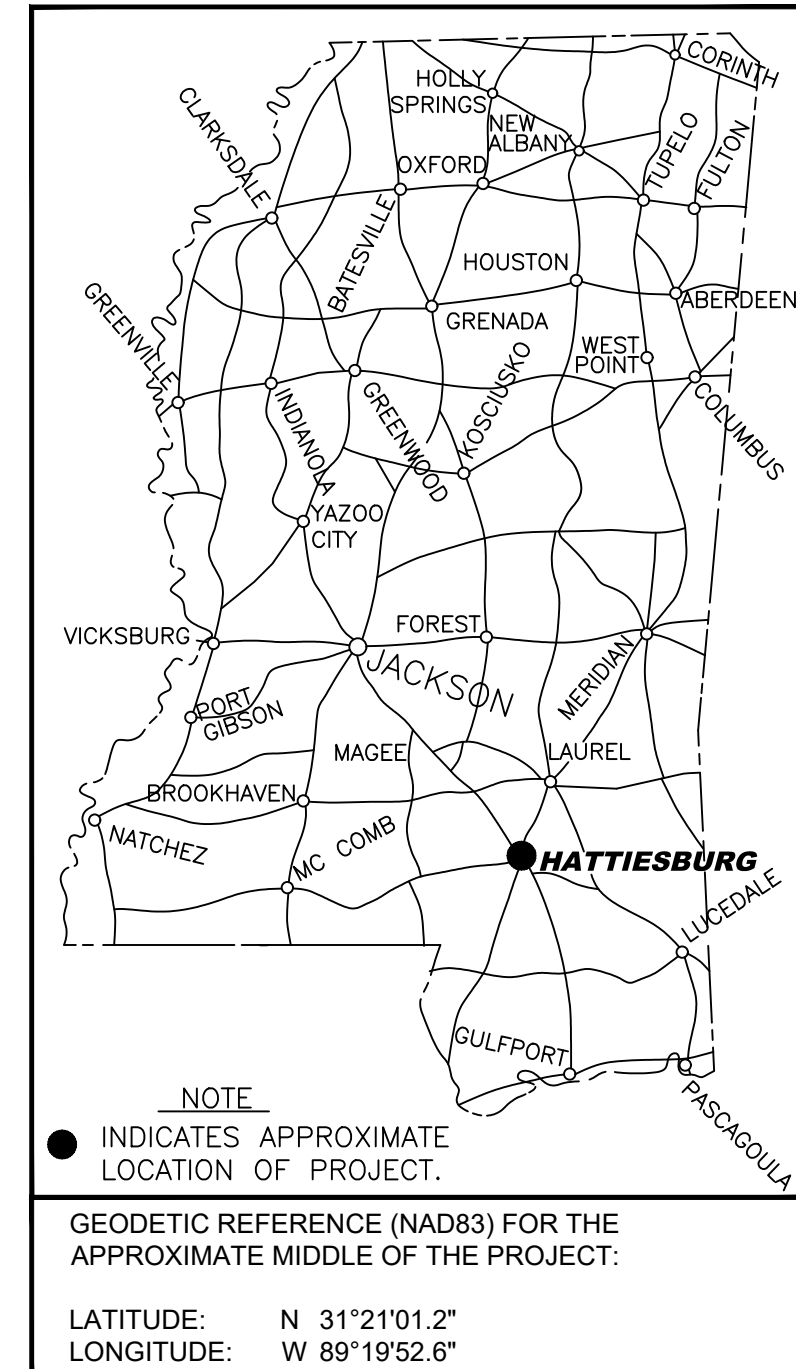
FORREST COUNTY
MISSISSIPPI



Know what's below.
Call before you dig.

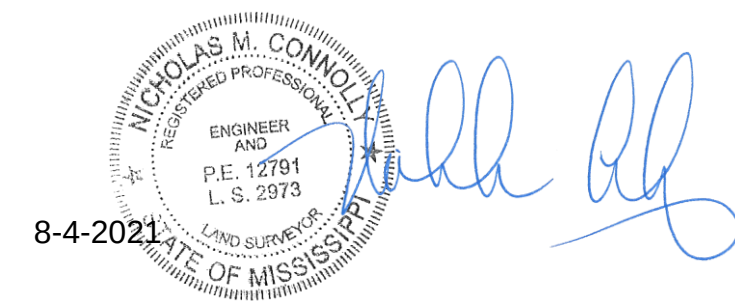
SPECIAL UTILITY NOTES:

- 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	AP90-1	1990's AERATOR
6A	AM90-2	1990's AERATOR MECHANICAL
7	ERM-1	EXISTING RAPID MIX TANK DEMO
7A	PRM-1	PROPOSED RAPID MIX TANK
7B	PRM-2	PROPOSED RAPID MIX TANK
7C	PRM-3	PROPOSED RAPID MIX TANK
8	MBR-1	MAIN BUILDING REHABILITATION
8A	MFR-1	MAIN BUILDING FILTERS REHABILITATION
8B	MPS-1	PUMP STATION REHABILITATION
8C	MPS-2	PUMP STATION REHABILITATION
9	CBR-1	CHEMICAL BUILDING
10	PL-1	PIPING LAYOUT



MAYOR

Toby Barker

COUNCIL PERSONS

Carter Carroll, President
Jeffery George, Vice President
Dave Ware
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

AUGUST 2021

NO.	DATE	DESCRIPTION	BY

301 Secord Ave., Hattiesburg, MS 39401-5401 (601) 544-6501 Fax: (601) 544-6501

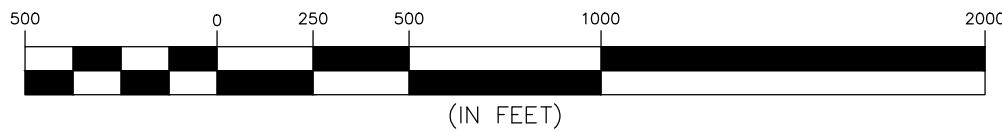
RANGE 14 WEST

TOWNSHIP 4 NORTH

CITY LIMITS

PROJECT SITE

GRAPHIC SCALE



NO. DATE DESCRIPTION BY

VICINITY MAP

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.: VM-1

Drawing No.: 1273-W015

Sheet No.: 2

3. 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 CONVEYANCES 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 WARD 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 EXTERIOR DUCTILE IRON PIPE SHALL BE INSULATED. THIS INCLUDES PIPE 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.
19. ALL PIPE INSTALLED SHALL BE COLOR CODED AND LABELED IN ACCORDANCE WITH THE "TEN STATES STANDARD".

- ALL PVC PIPE INSTALLED UNDERGROUND SHALL INCLUDE MAGNETIC LOCATOR TAPE.
21. CONCRETE SHALL HAVE A MINIMUM COMPRESSION STRENGTH AT 28 DAYS OF 4,000 PSI.
22. REINFORCING BARS SHALL CONFORM TO ASTM A615, GRADE 60.
23. ALL JOINT EDGES AND EXTERNAL CORNERS OF CONCRETE PERMANENTLY EXPOSED TO VIEW SHALL BE CHAMFERED 3/4-INCH.
24. 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 DEFENDANT 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.

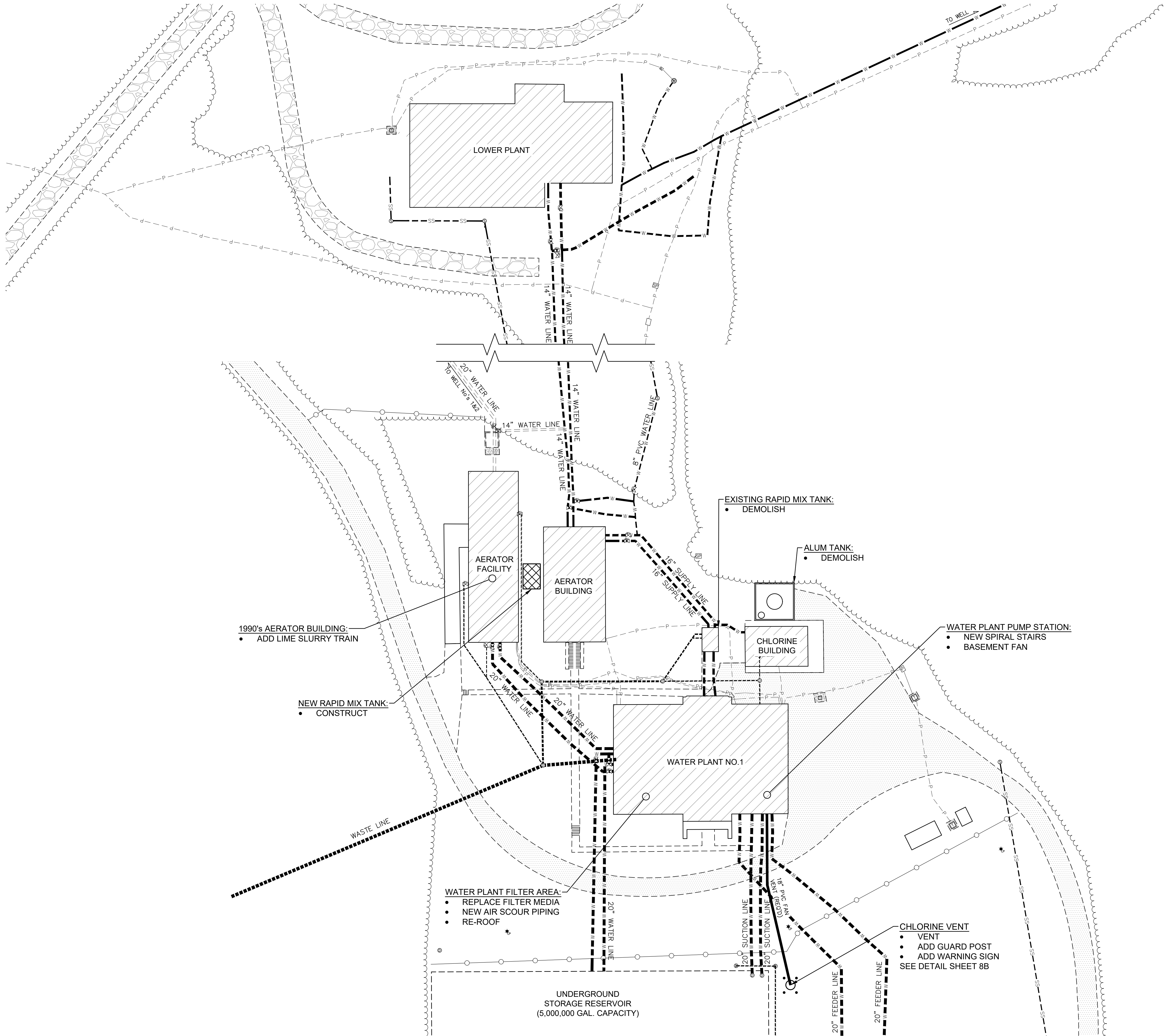
43. ALL FITTINGS AND VALVES SHALL BE DUCTILE IRON WITH CONCRETE THRUST BLOCK AT ALL BENDS AND RODDED TOGETHER WITH ALL THREAD ROD. ALL TEES AND VALVES SHALL BE RODDED TOGETHER AS ONE UNIT. VALVES AND FIRE HYDRANTS SHALL BE RODDED TOGETHER BUT SEPARATE FROM THE TEE AND OTHER VALVES. ALL FITTINGS, EXCEPT 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. TO THE MAXIMUM EXTENT POSSIBLE ALL MATERIALS FOR THE PROJECT SHALL BE A PRODUCT OF THE U.S.A.. THIS CONTRACT IS FUNDED IN WHOLE OR IN PART BY FUNDS FROM THE "CONSOLIDATED APPROPRIATIONS ACT OF 2014 (HR 3547)", THEREFORE, THIS PROJECT MUST COMPLY WITH THE AMERICAN IRON AND STEEL REQUIREMENTS OF THE ACT.
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)

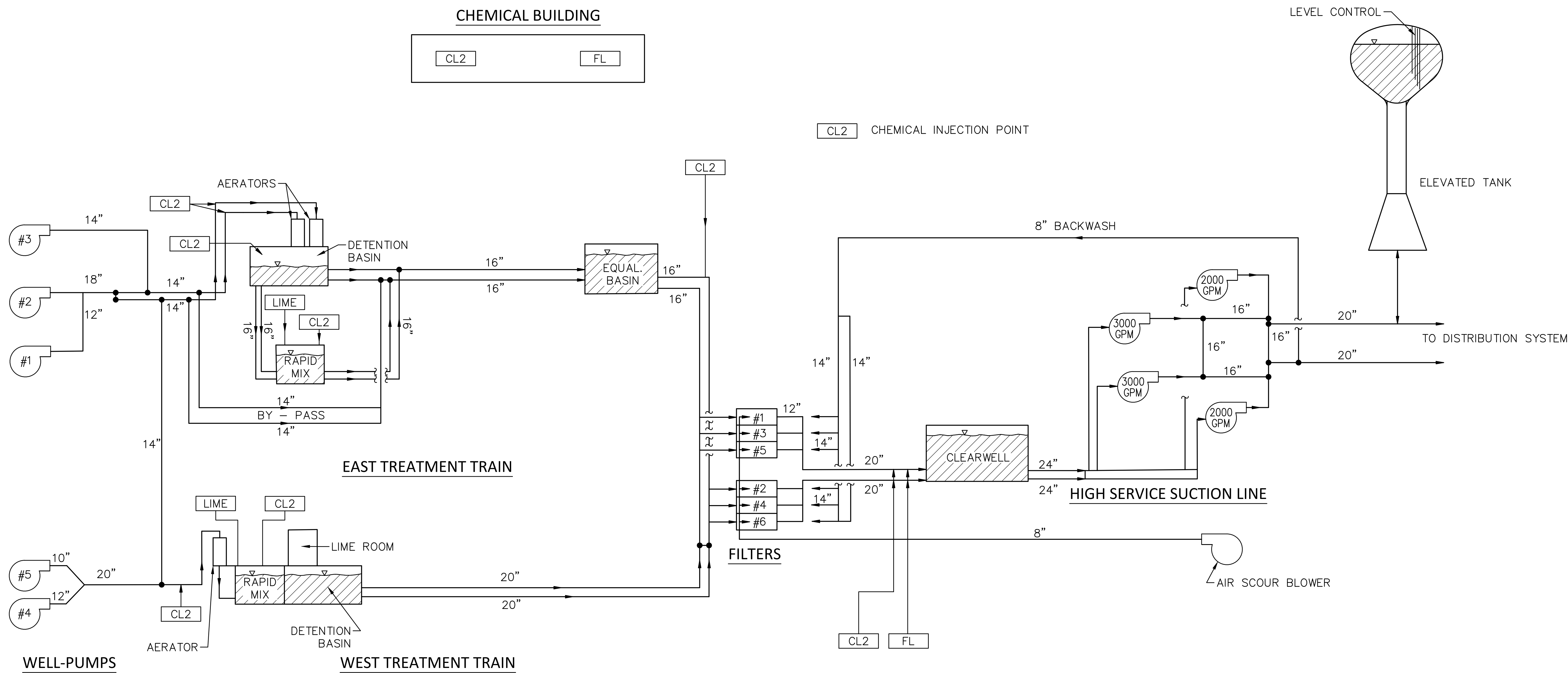
TEN STATES STANDARD COLOR CODES:

<u>USE OF PIPE</u>	<u>COLOR OF PIPE</u>
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

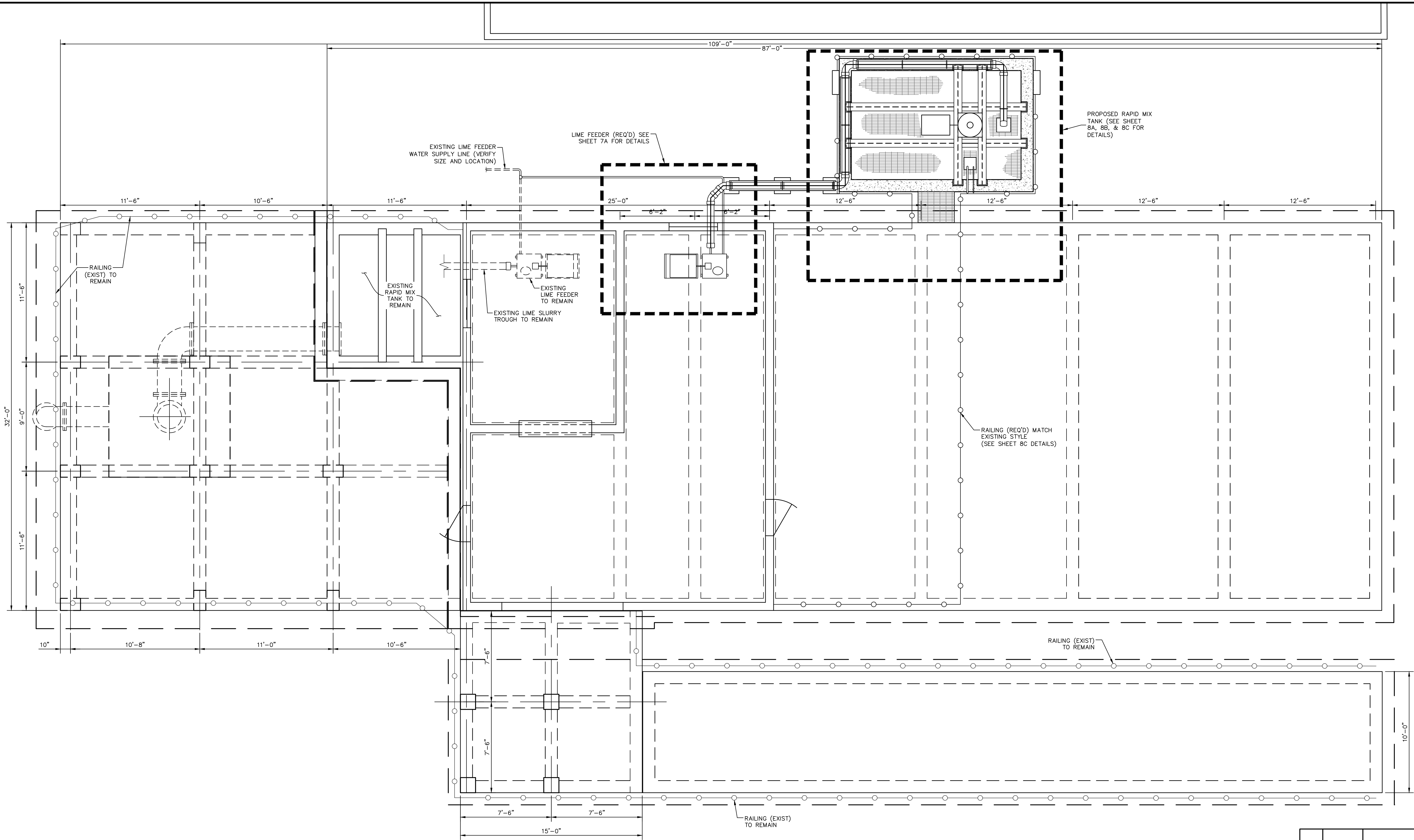
No.	DATE	DESCRIPTION	BY
GENERAL NOTES			
WATER PLANT #1 REHAB. PHASE 1 CITY OF HATTIESBURG FORREST COUNTY, MISSISSIPPI			
 Engineering Progress			
301 Second Ave., Hattiesburg, MS 39401 (p) 601.544.1821 (f) 601.544.0501 sd-w.com			
Drawn by: RES/BAK		Checked by: NMC	Scale: NONE
Date: 09-23-2020		Working No. GN-1	
Drawing No.: 1273-W015		Sheet No. 3	

J:\CTSD\Hattiesburg_City_of\1273-W015 - Water Plant #1 Rehabilitation\1273W015-CAD Files\Phase 1\1273-W015-Plan.dwg, SP-1, 14/02/2021 10:06:18 AM





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			
Drawn by: RES/BAK		Checked by: NMC	Scale: NONE
Date: 10-19-2020		Working No. FS-1	
Drawing No.: 1273-W015		Sheet No. 5	

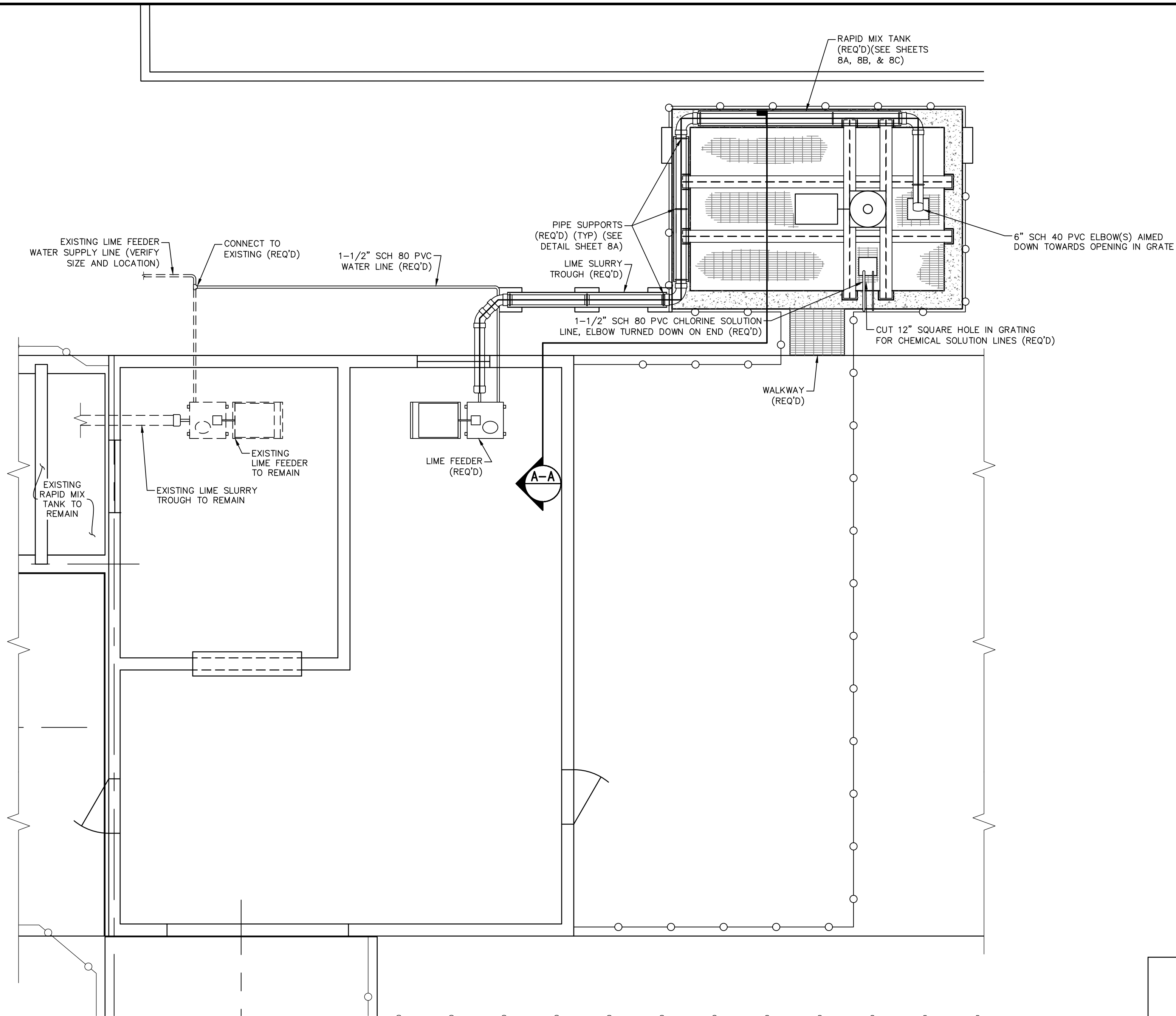


Aerator Layout
Scale: 1/4" = 1'-0"

GENERAL NOTES:

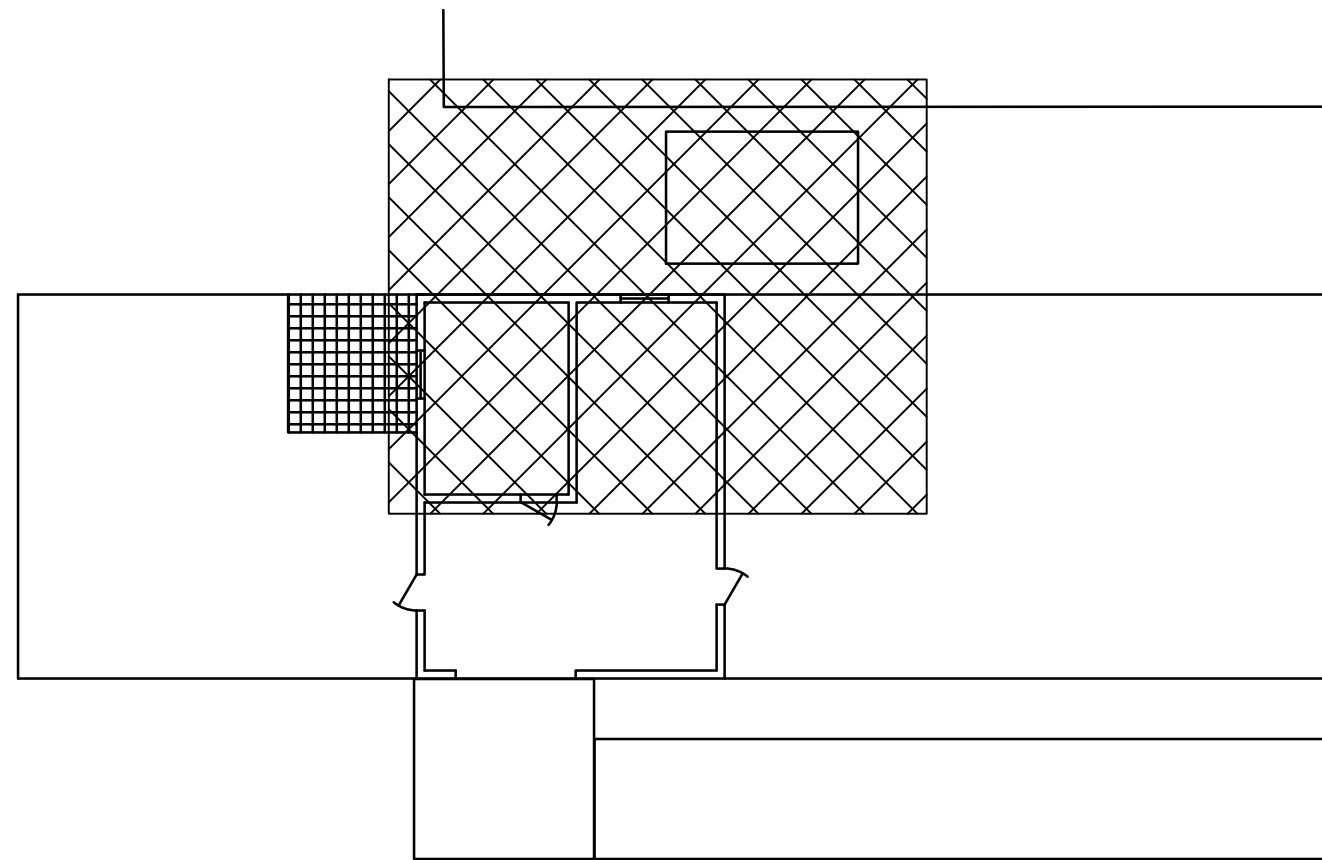
1. THE WORK ON THE EXISTING AERATOR SHALL BE CLOSELY COORDINATED WITH THE PLANT SUPERINTENDENT. THE 1990's AERATOR SHALL NOT BE TAKEN OUT OF SERVICE UNLESS THE 1930's AERATOR, AERATOR BASIN AND RELATED FACILITIES ARE IN SERVICE.

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: 10-26-2020		Working No. AP90-1	
Drawing No.: 1273-W015		Sheet No. 6	



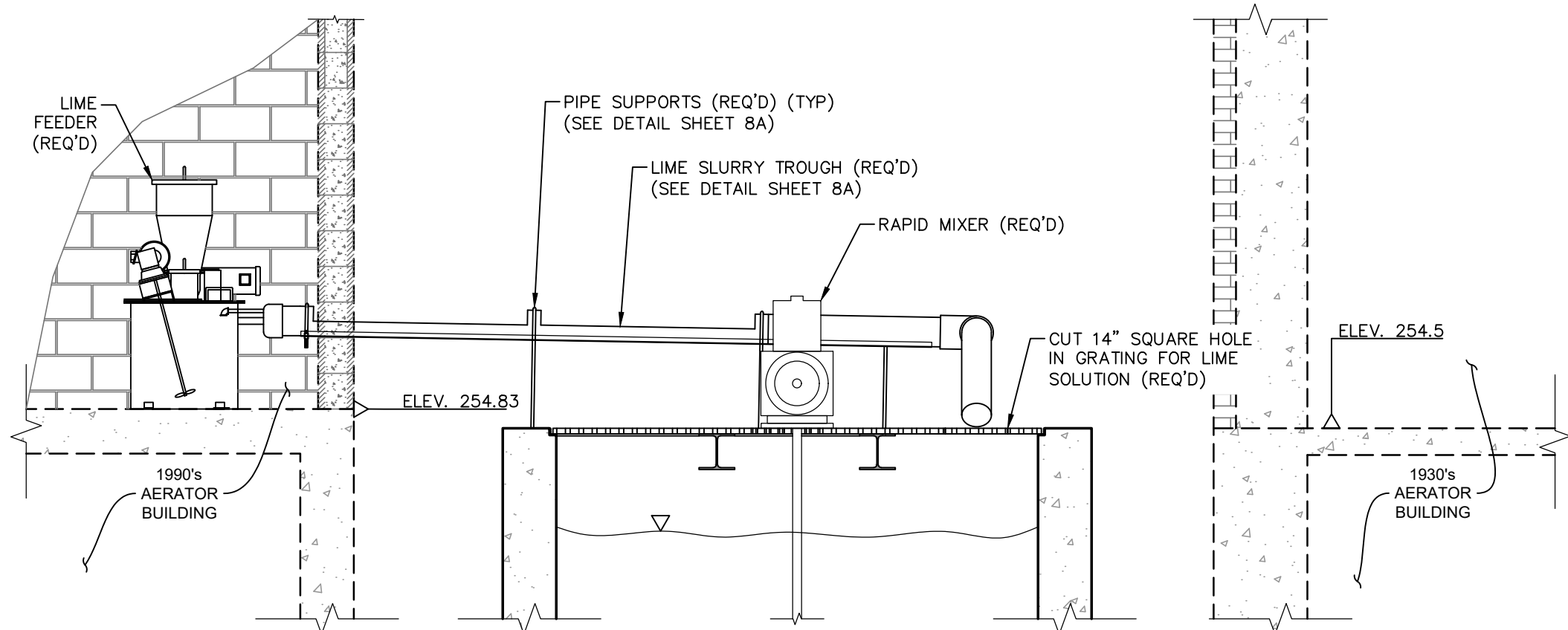
Plan - Lime Storage Room

Scale: 1/4" = 1'-0"



Key Map

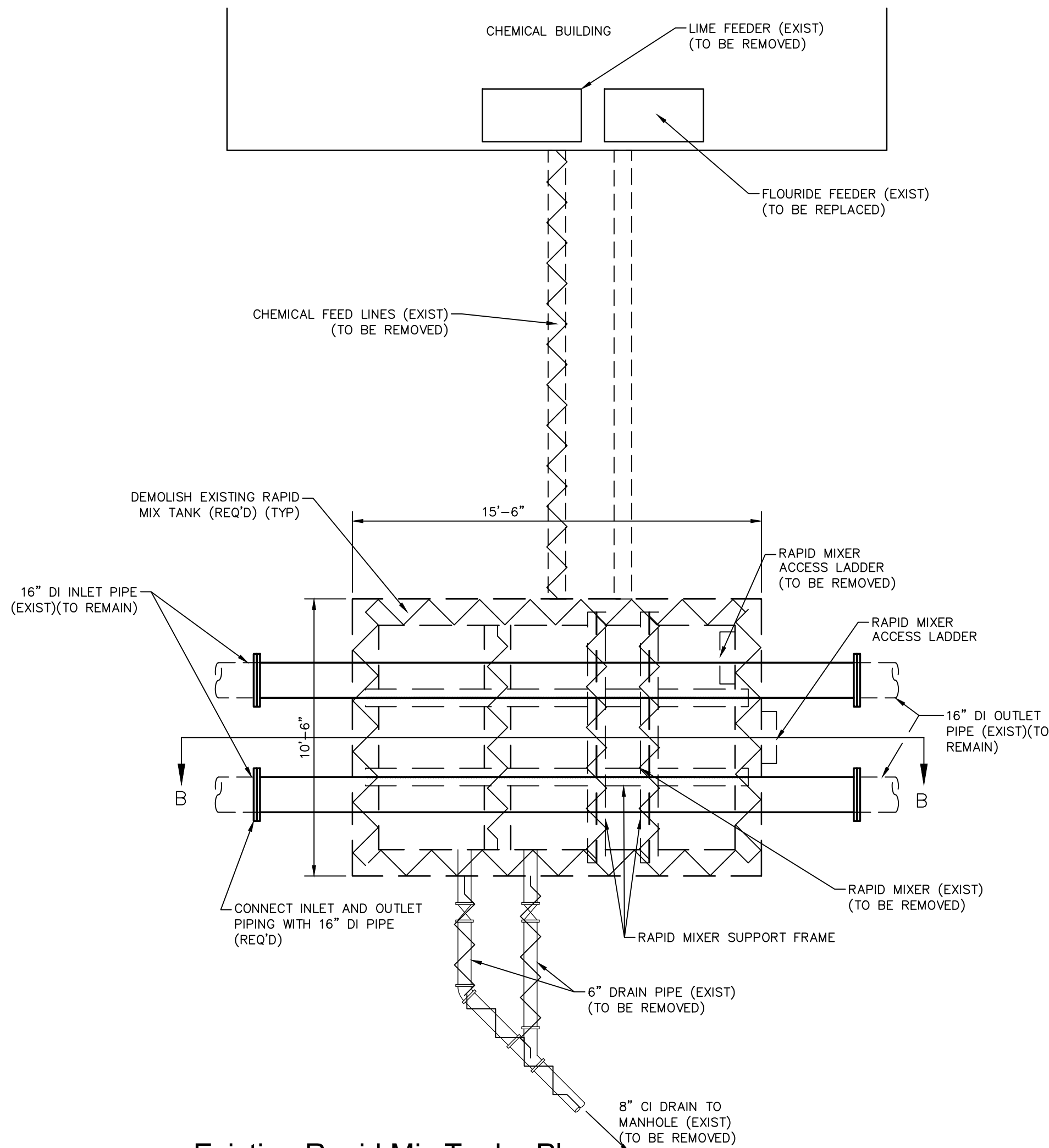
Scale: 1/16" = 1'-0"



Lime Feeder - Section A-A

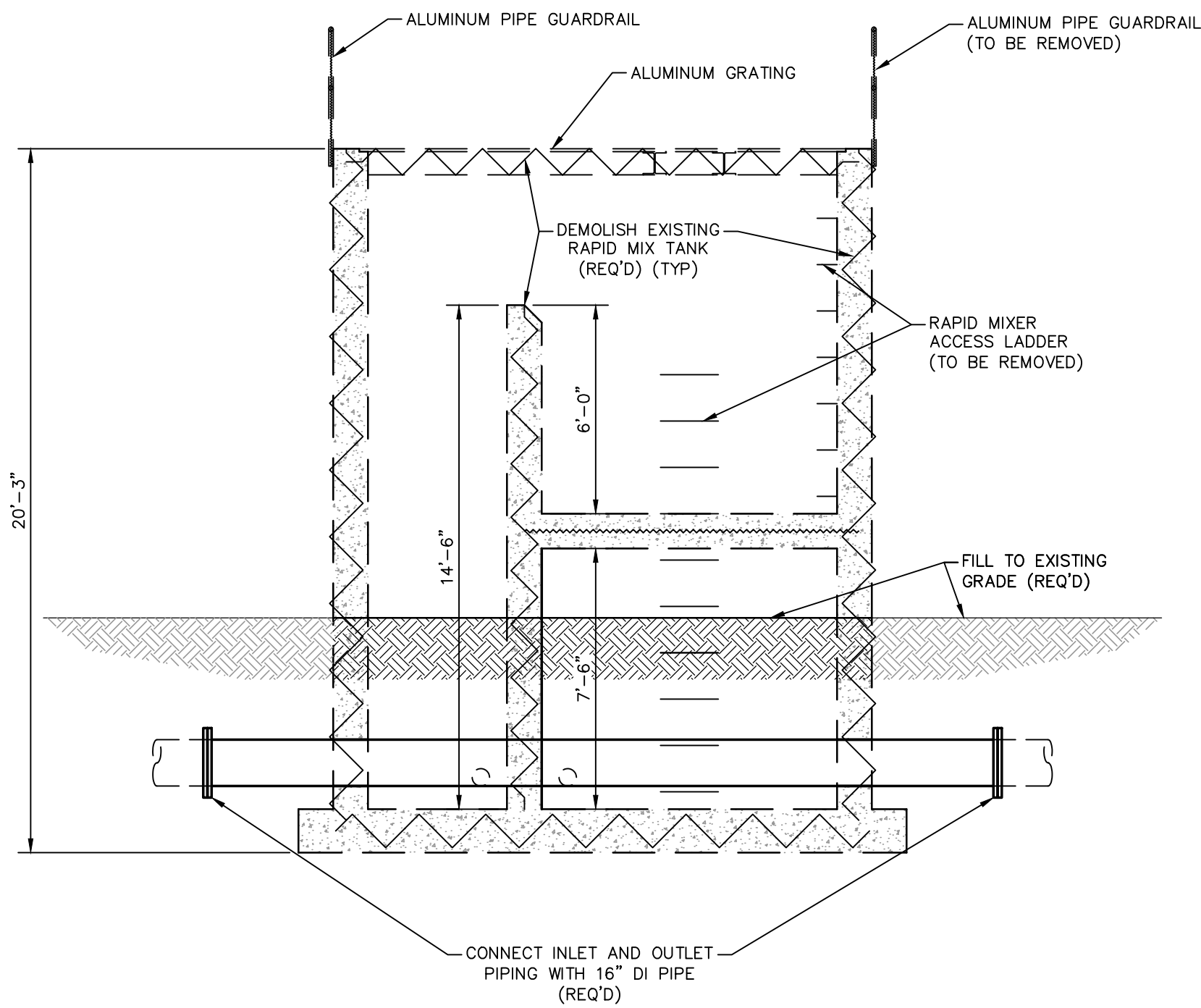
Scale: 3/8" = 1'-0"

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: 10-26-2020		Working No. AM90-2	
Drawing No.: 1273-W015		Sheet No. 6A	



Existing Rapid Mix Tank - Plan

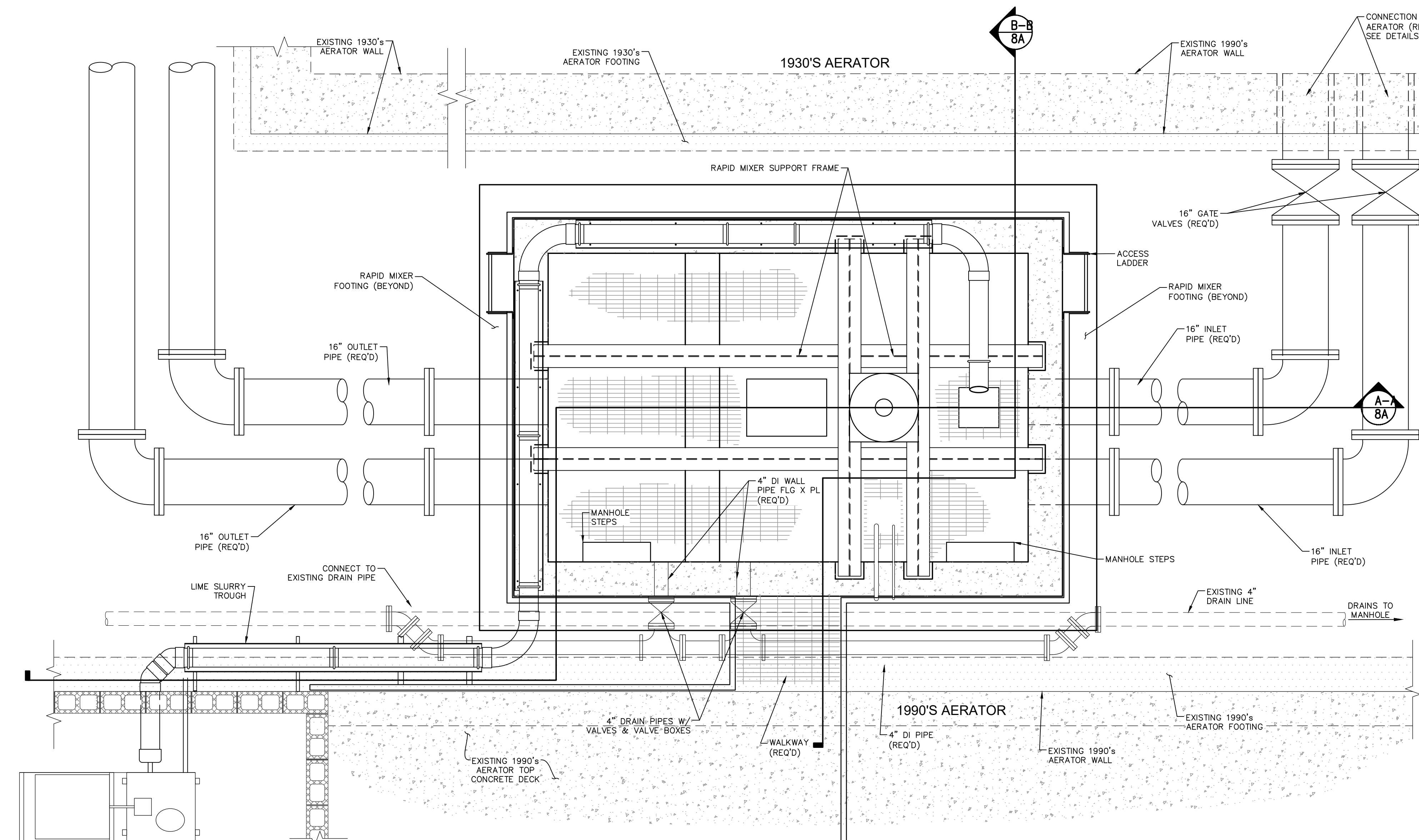
Scale: 1/4" = 1'-0"



Existing Rapid Mix Tank - Section B-B

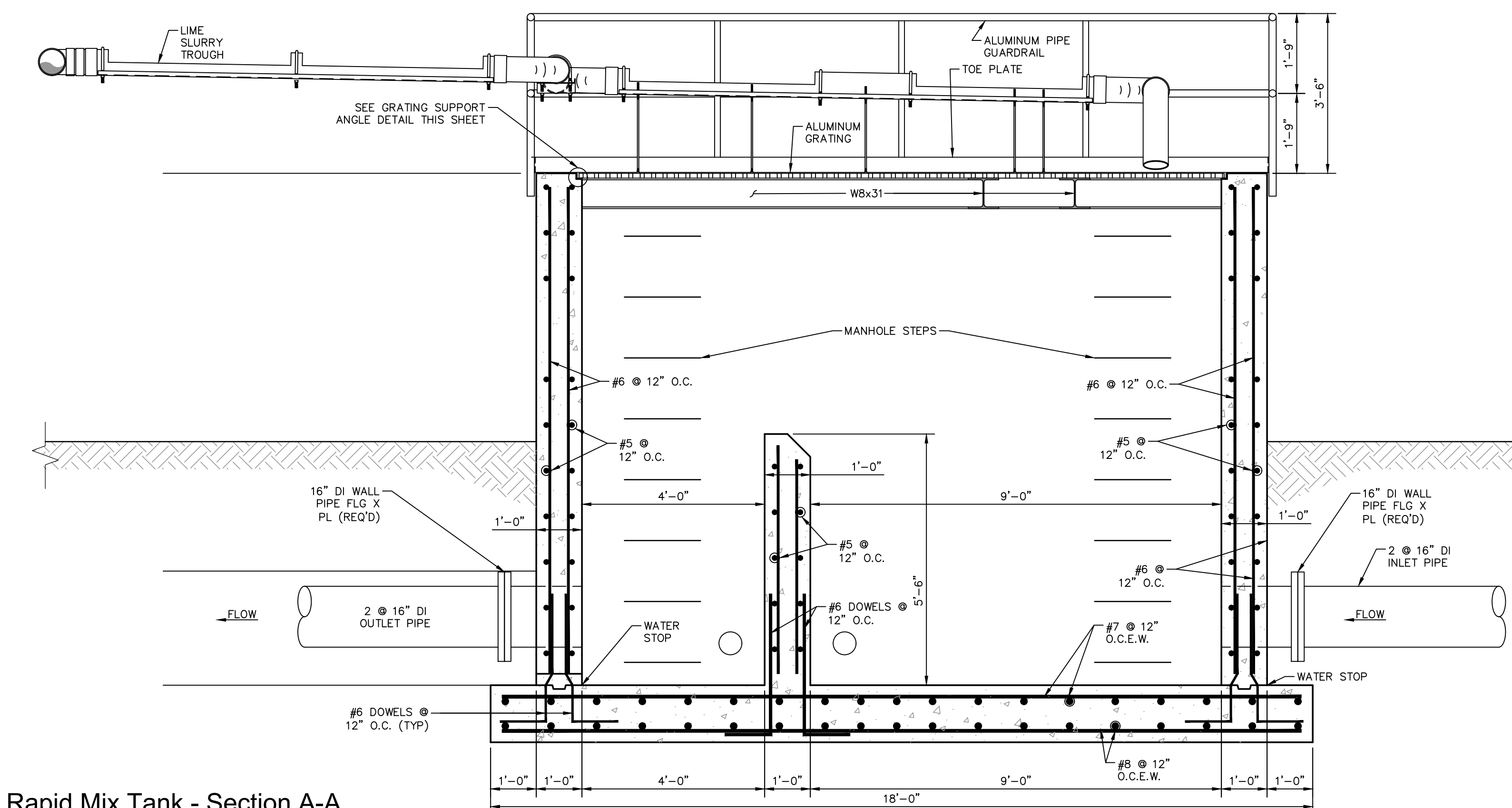
Scale: 1/4" = 1'-0"

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	Scale: AS NOTED
Date: 10-20-2020		Working No. ERM-1	
Drawing No.: 1273-W015		Sheet No. 7	



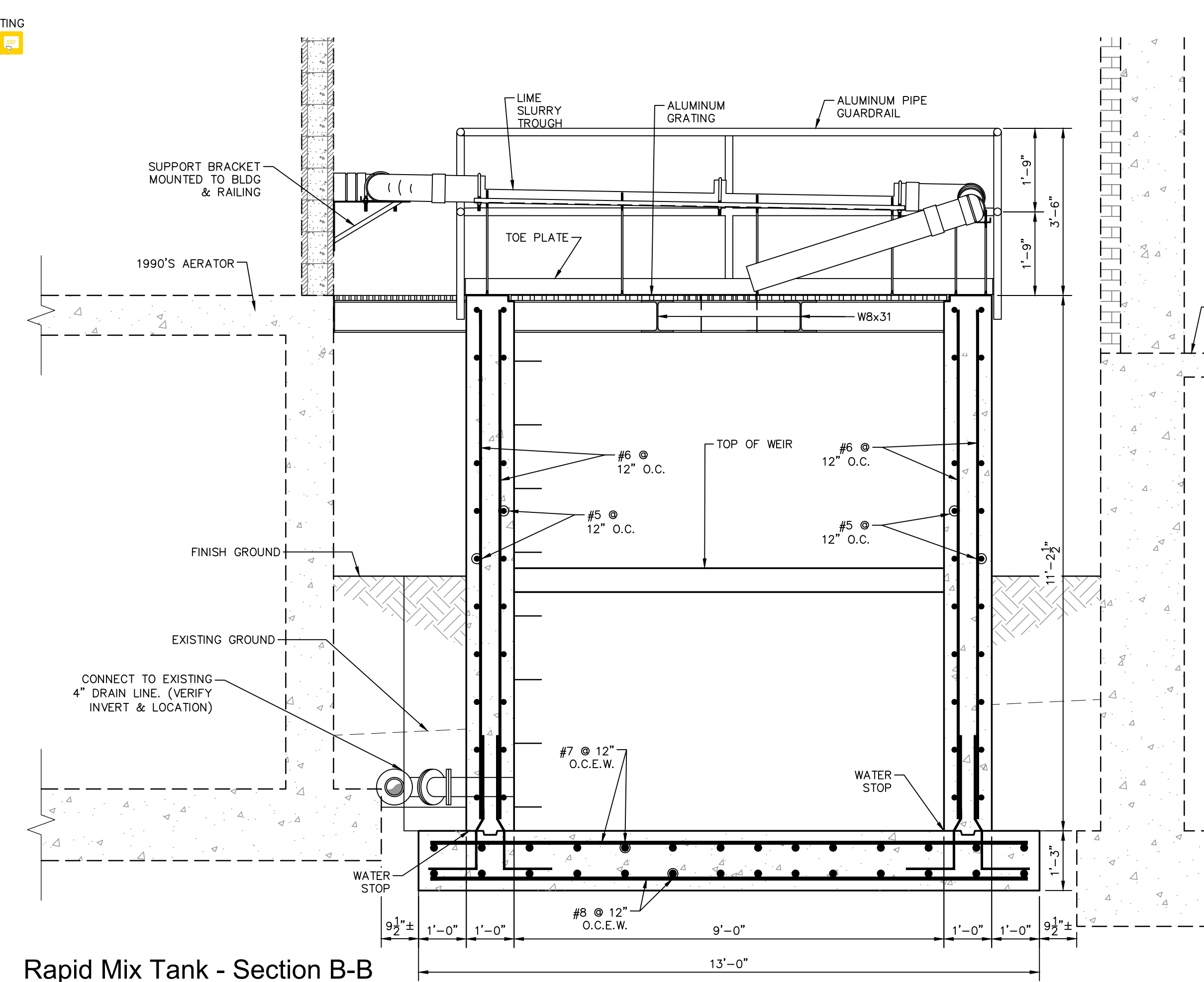
Rapid Mix Tank - Plan

Scale: 1/2" = 1'-0"



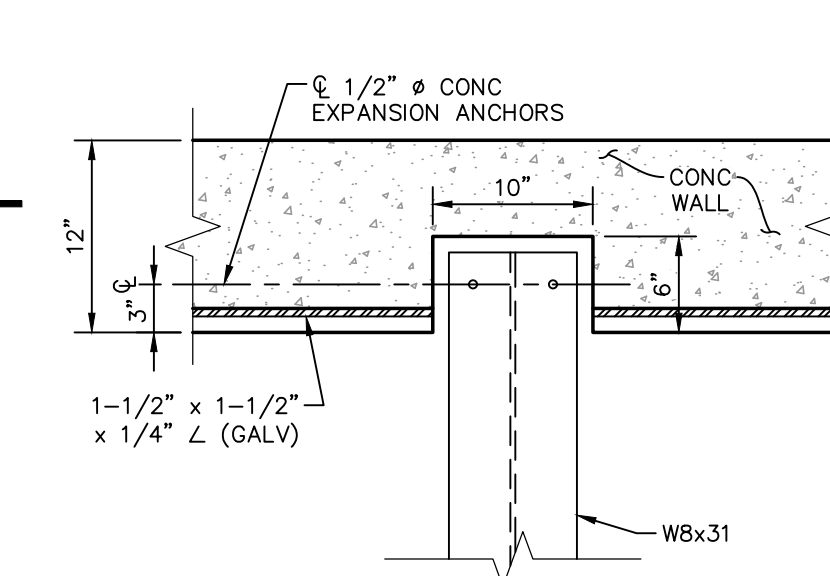
Rapid Mix Tank - Section A-A

Scale: 1/2" = 1'-0"



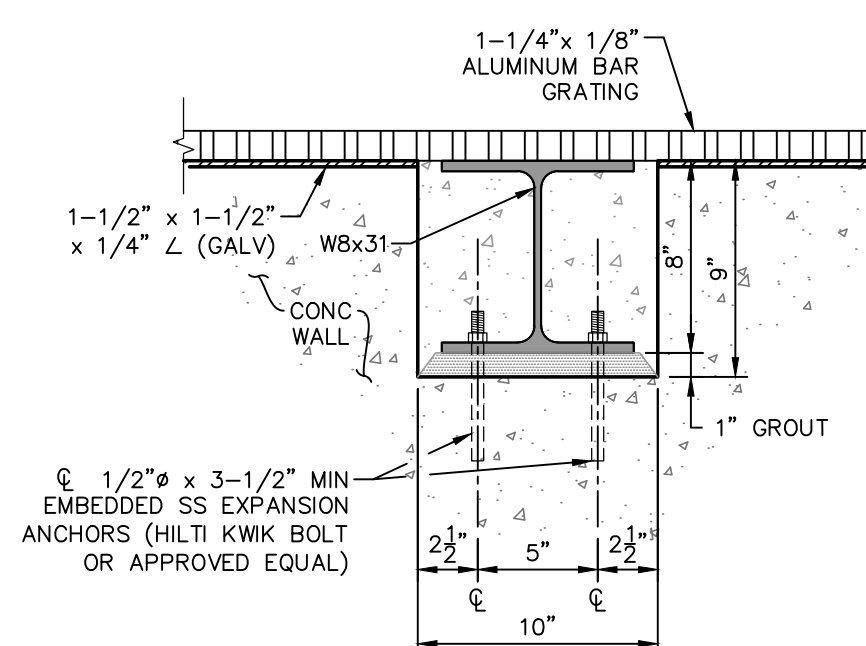
Rapid Mix Tank - Section B-B

Scale: 1/2" = 1'-0"



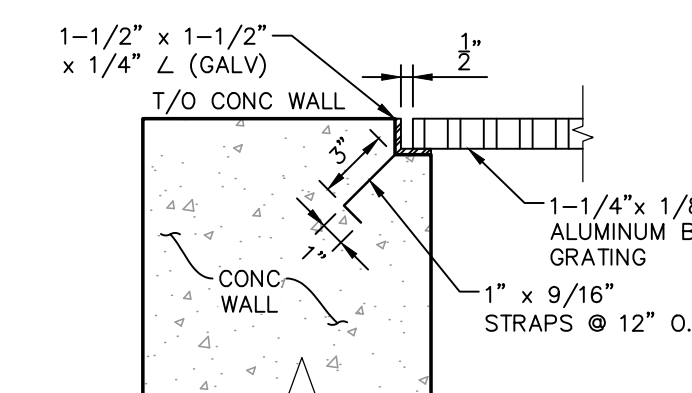
Beam To Wall Connection Detail - Plan

Scale: Not To Scale



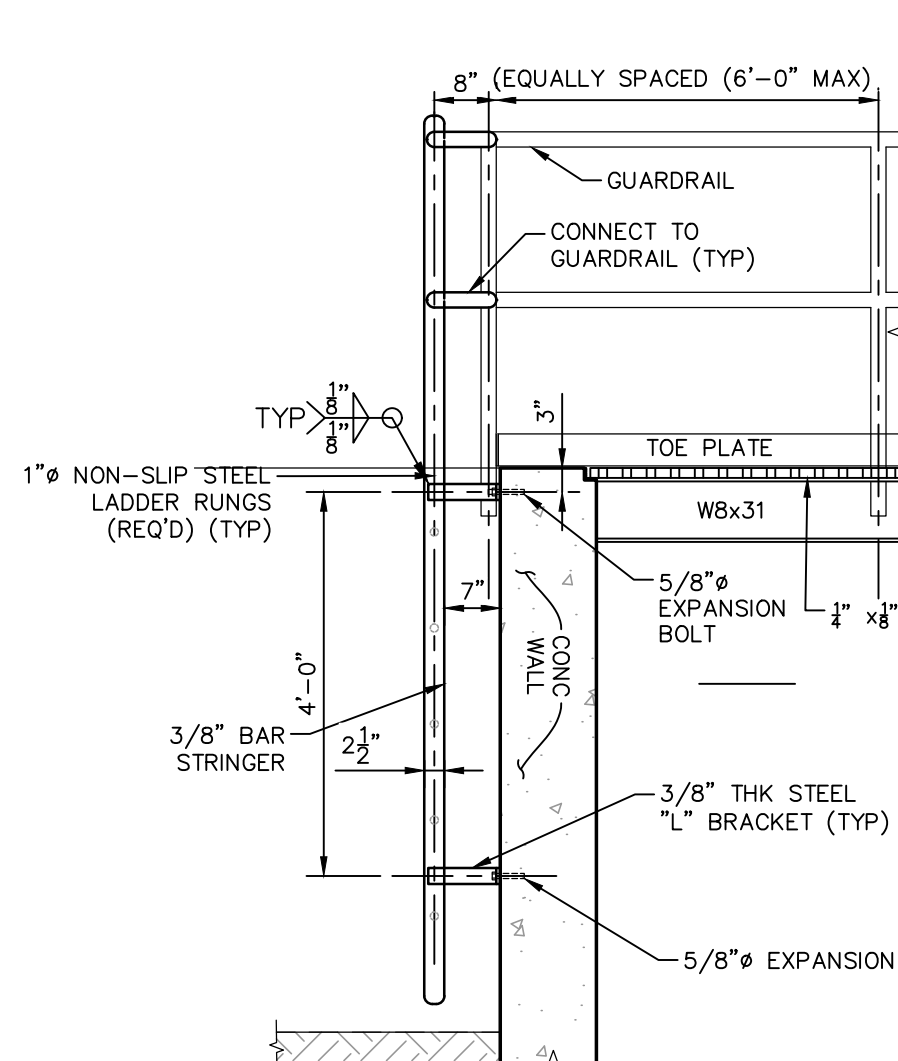
Beam To Wall Connection Detail - Elevation

Scale: Not To Scale



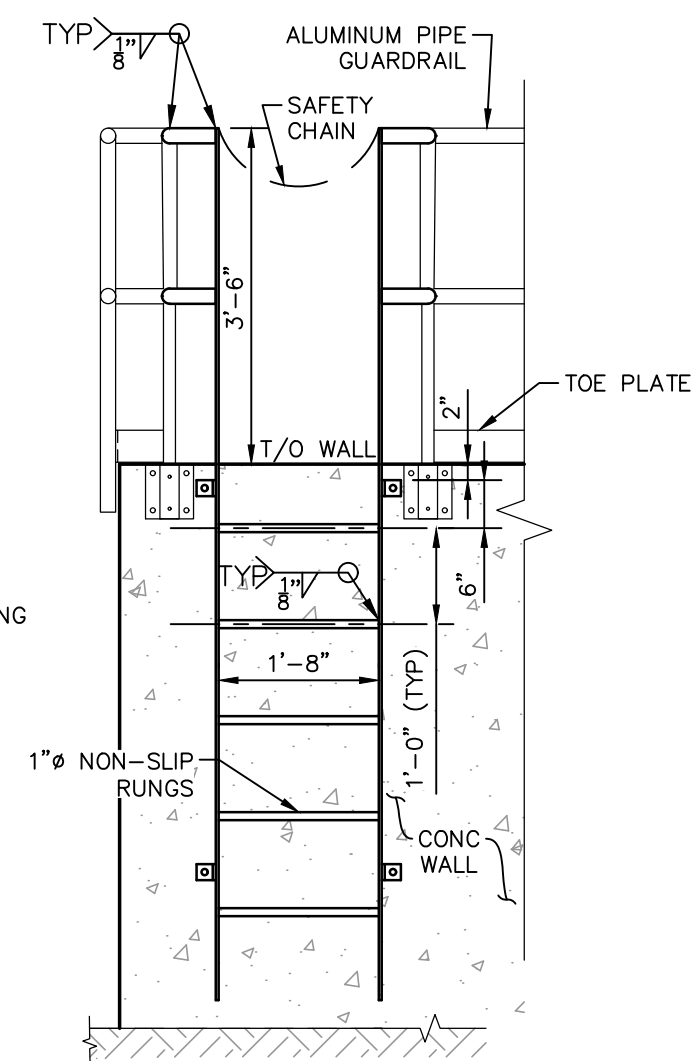
Grating Support Angle Detail

Scale: Not To Scale



Ladder Details (Aluminum)

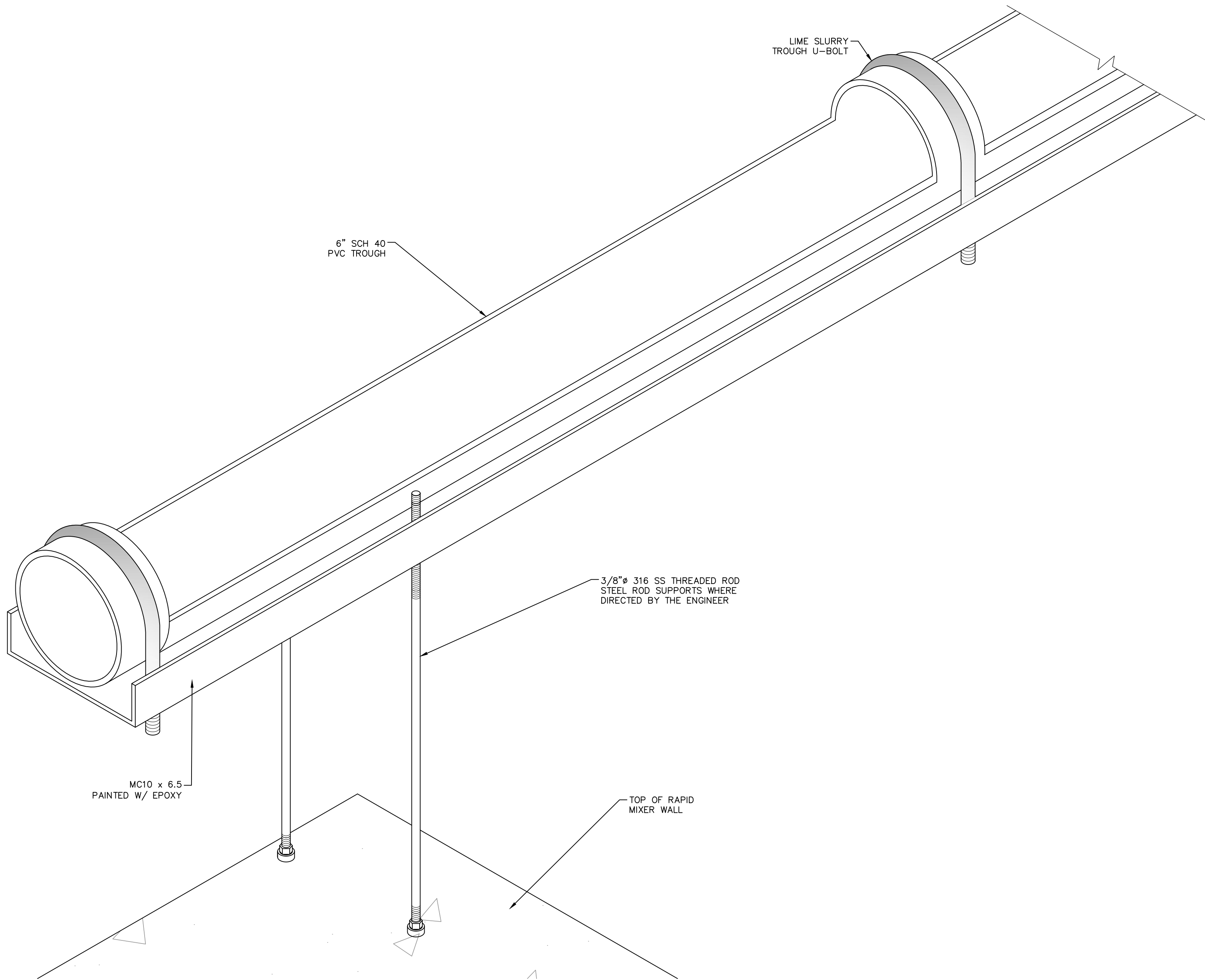
Scale: 1/2" = 1'-0"



Front Elevation

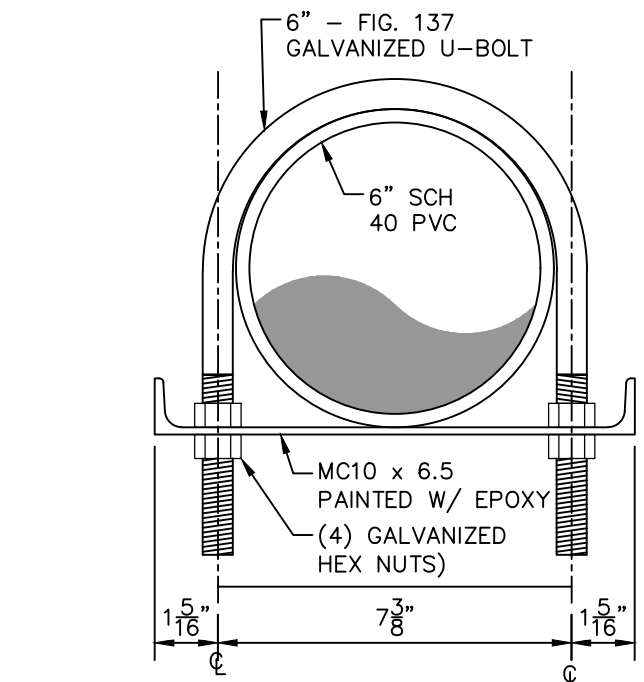
1	4-21-21	ADD DIMENSIONS TO RAPID MIX TANK	NMC
NO.	DATE	DESCRIPTION	BY
PROPOSED RAPID MIX TANK			
WATER PLANT #1 REHAB. PHASE 1			
CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			
sdw Engineering Progress			
301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 (f) 601.544.0501 sd-w.com			
Drawn by: RES/BAK		Checked by: NMC	Scale: AS NOTED
Date: 10-26-2020		Working No. _PRM-1_	
Drawing No.: 1273-W015		Sheet No. _7A_	

PROJECT: Hattiesburg, City of 1273-W015 - Water Plant #1 Rehabilitation 1273W015-CAD File Path: I:\273-W015 rapid mix tank.dwg, PRN: 2, 8, 4/20/21 10:58:46 AM



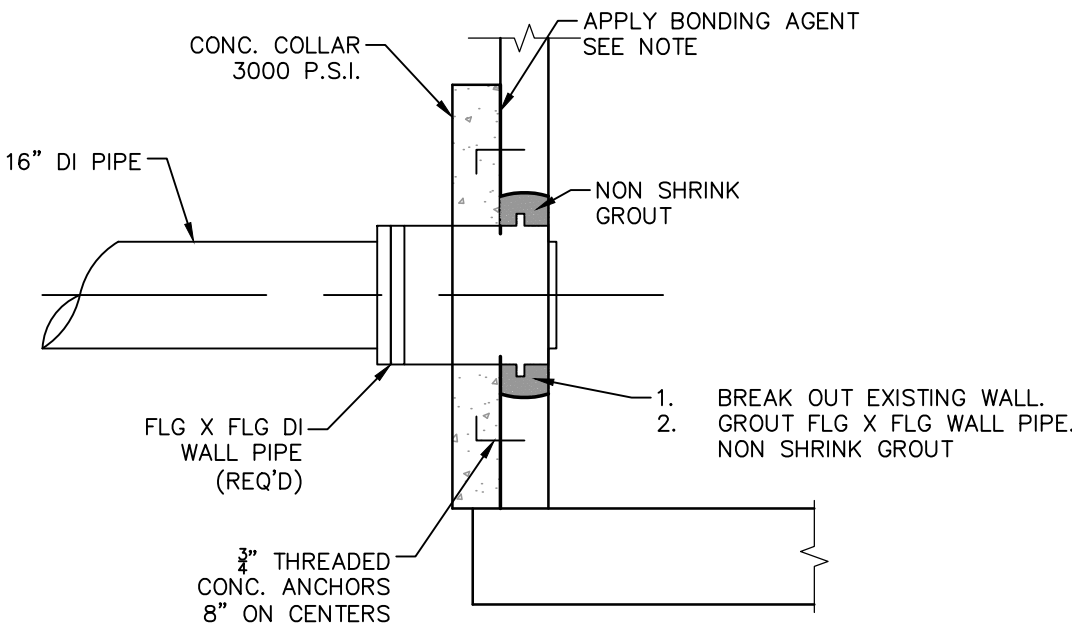
Lime Slurry Trough - Elevation

Scale: 3" = 1'-0"



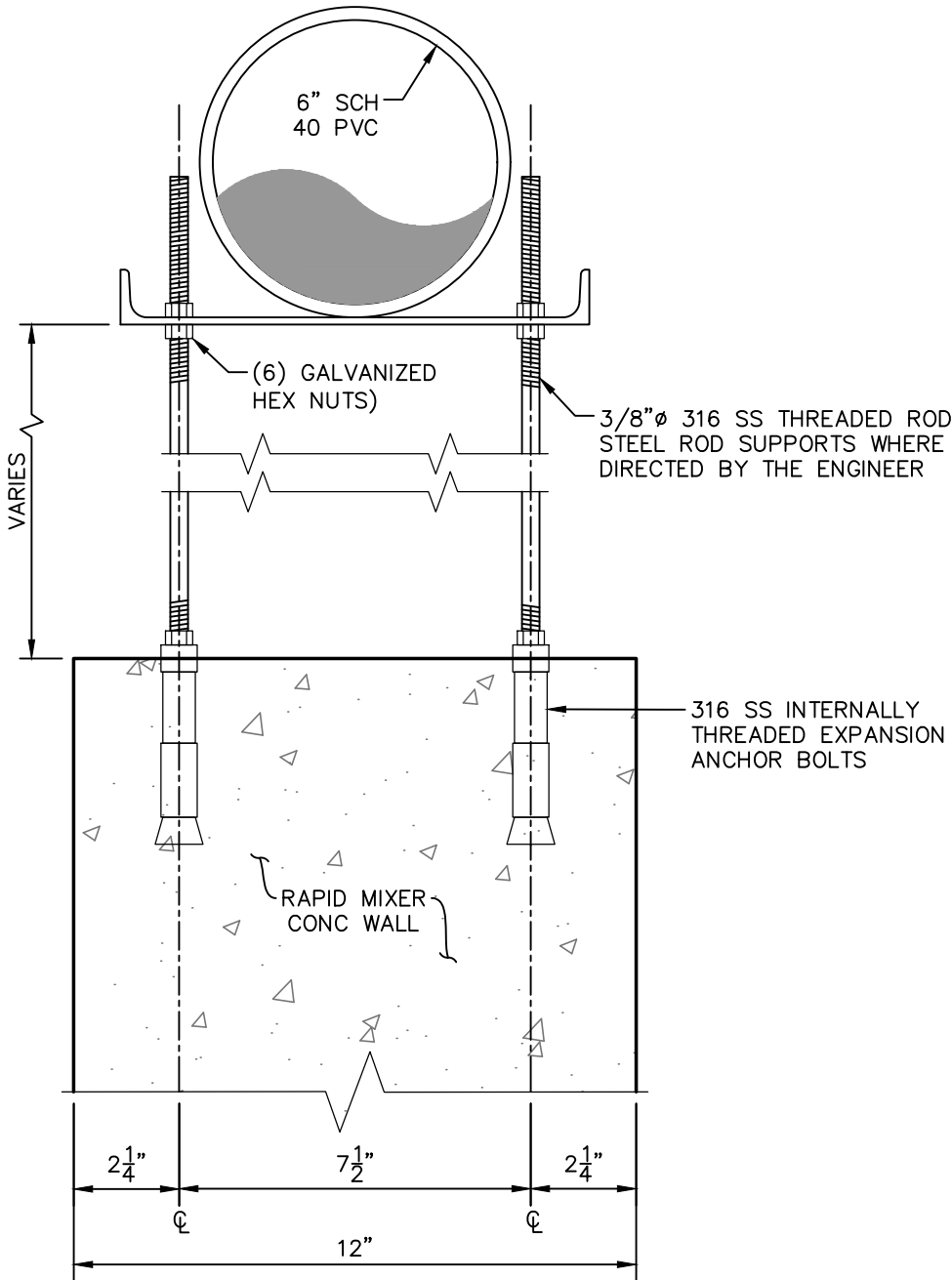
Lime Slurry Trough - Section C-C

Scale: 3" = 1'-0"



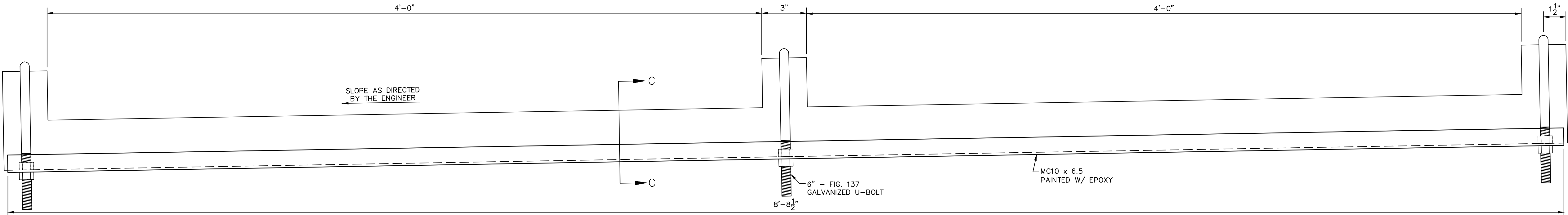
Connection to Existing Aerator

Scale: Not To Scale



Slurry Trough Support Rod Detail

Scale: 3" = 1'-0"

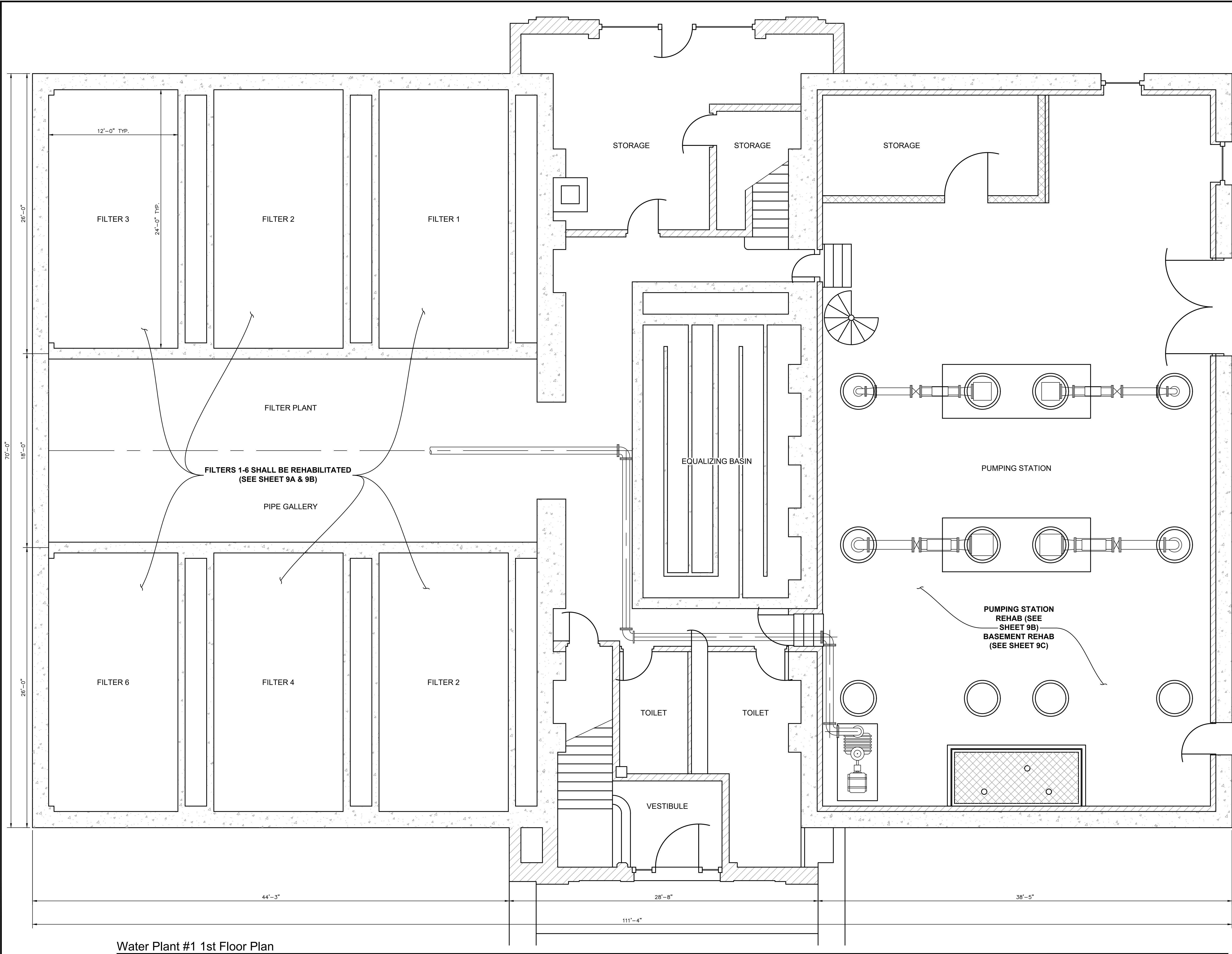


Lime Slurry Trough - Elevation

Scale: 3" = 1'-0"

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: 10-21-2020		Working No. .PRM-2	
Drawing No.: 1273-W015		Sheet No. 7B	

PROJECT: Hattiesburg, City of 1273-W015 - Water Plant #1 Rehabilitation 1273W015-CAD Filter Phase 1 1273-W015 Filter Building.dwg, MBR-1, 8/4/2021 10:57:02 AM



NOTES

GENERAL

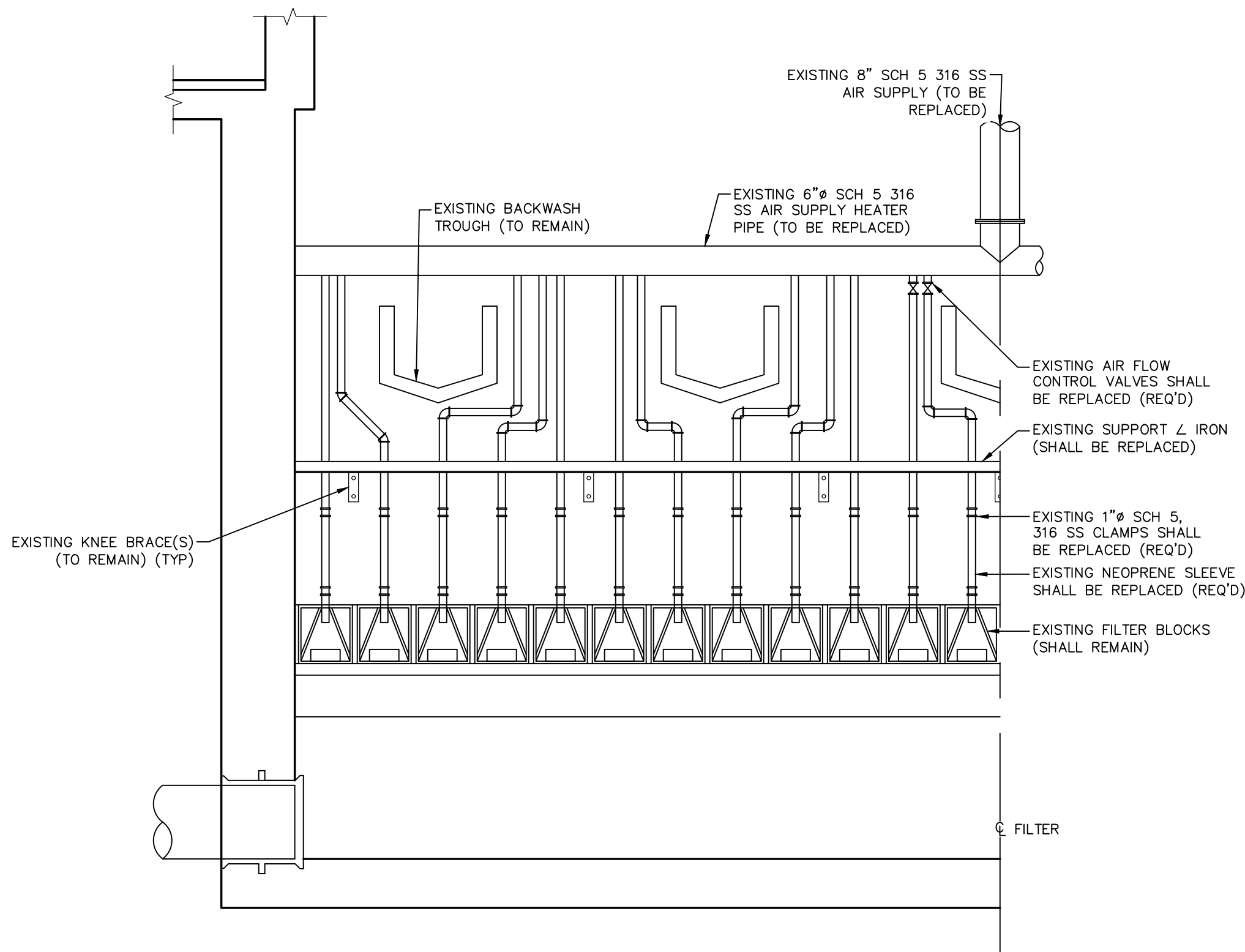
1. WORK ON THE BUILDING SHALL BE CLOSELY COORDINATED WITH THE PLANT SUPERINTENDENT.
2. THE FILTERS ARE TO BE TAKEN OUT OF SERVICE AND REPAIRED ONE AT A TIME.
3. THE PLANT IS TO REMAIN IN SERVICE AT ALL TIMES.
4. IN ADDITION TO THE REPAIR WORK, THE SCOPE OF WORK ALSO INCLUDES CLEARING THE SLUDGE FROM 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: 10-20-2020		Working No. MBR-1	
Drawing No.: 1273-W015		Sheet No. 8	

Water Plant #1 1st Floor Plan

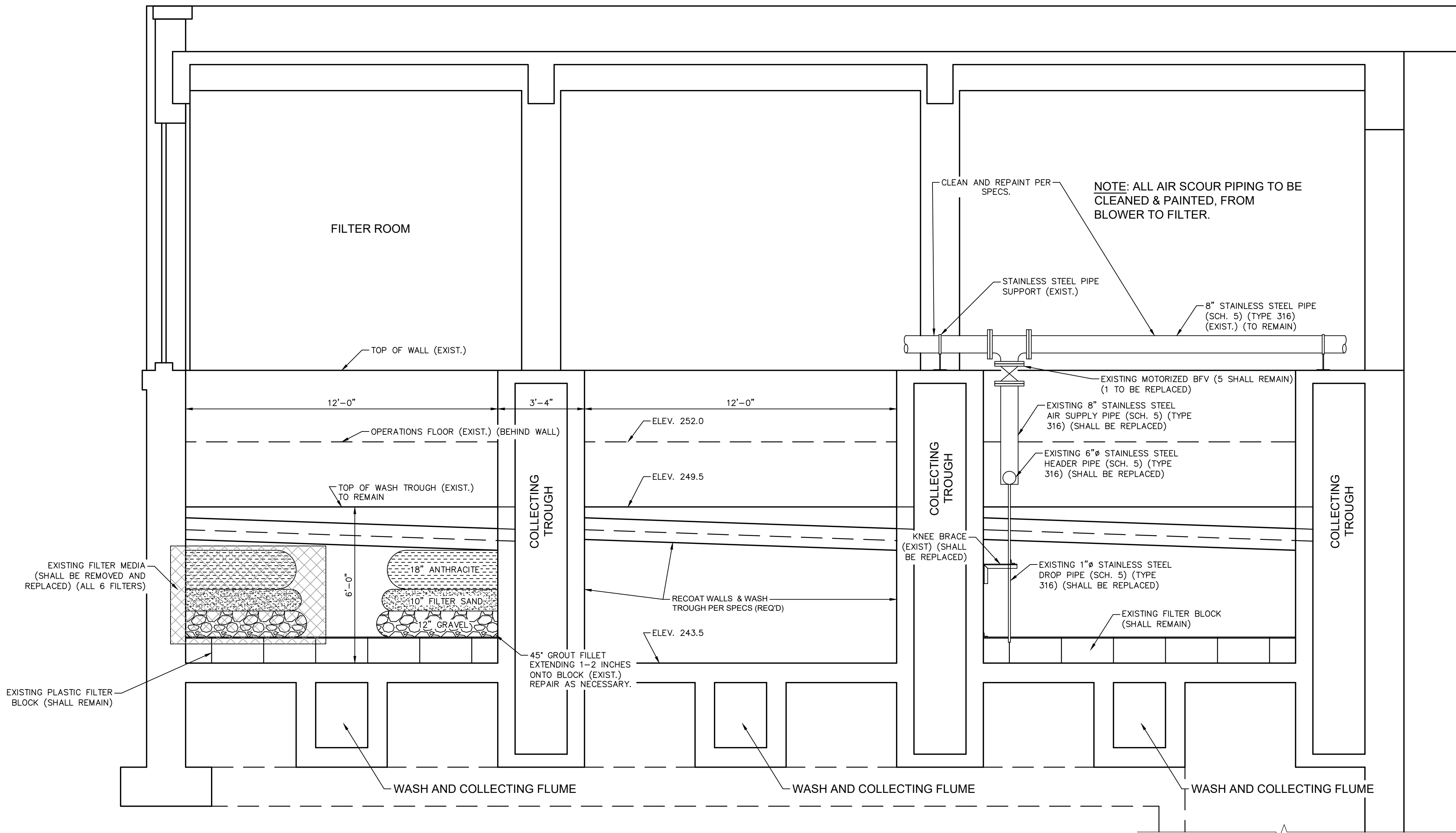
Scale: 1/4" = 1'-0"

PROJECT: Hattiesburg, City of 1273-W015 - Water Plant #1 Rehabilitation 1273-W015 SCAD Filter Phase 1 1273-W015 Filter Building.dwg, MFR-1, 1/8/2021 10:57:04 AM



Air Scour Filter Drain - Detail

Scale: 1/2" = 1'-0"



Filter Media Rehabilitation (Typ. All 6 Filters)

Scale: 3/8" = 1'-0"

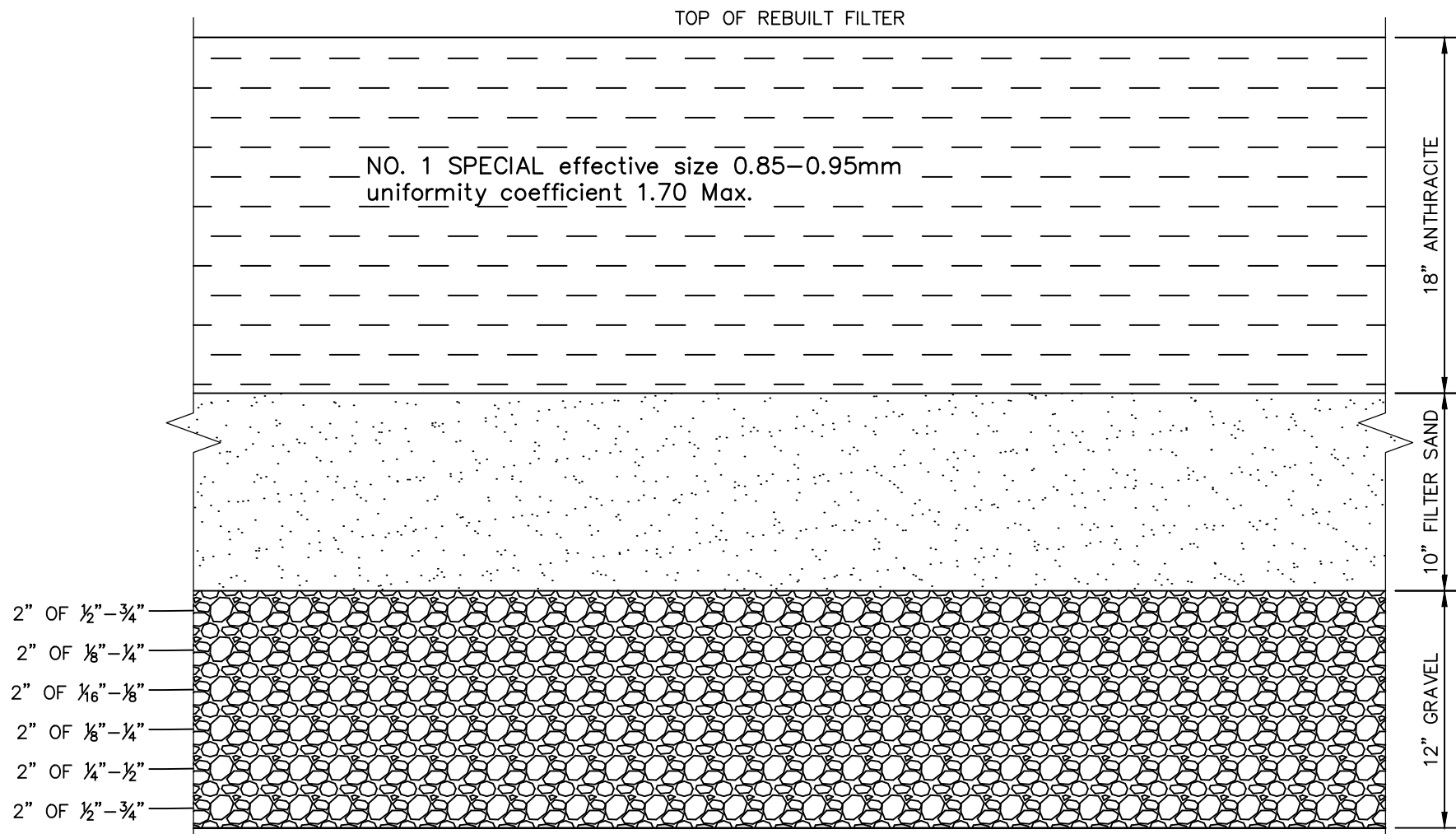
Air Scour Rehabilitation (Typ. All 6 Filters)

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 WASH 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.



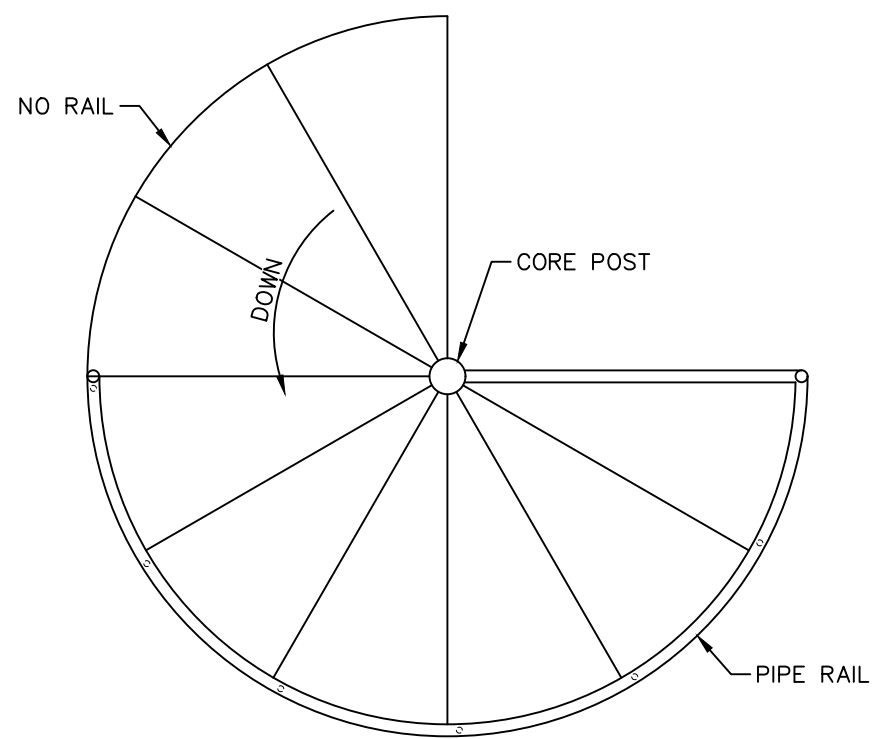
Air Scour Filter Drain - Detail

Scale: 1/2" = 1'-0"

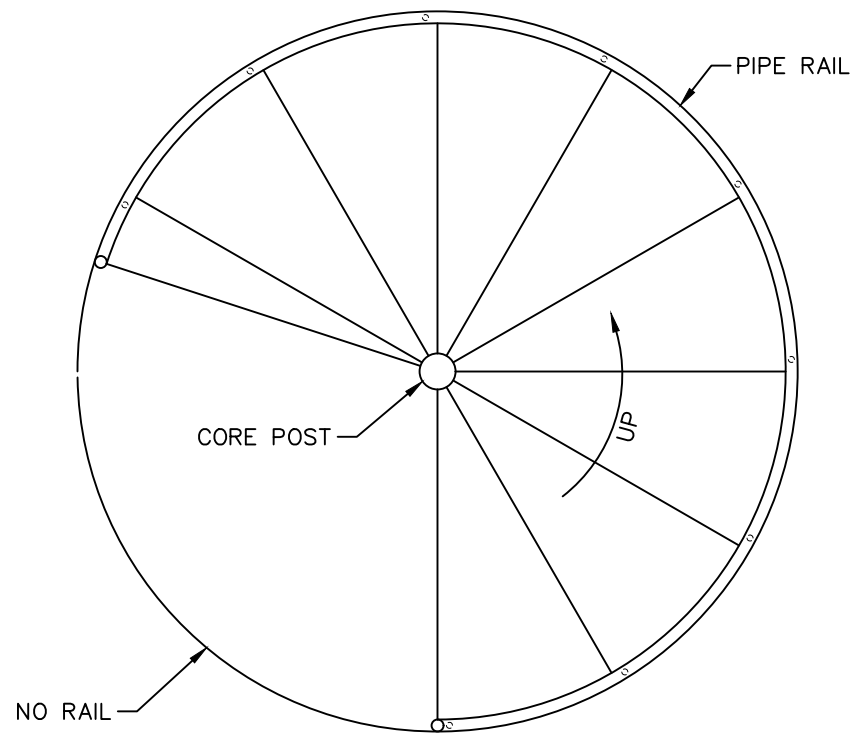
NOTES

- 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.

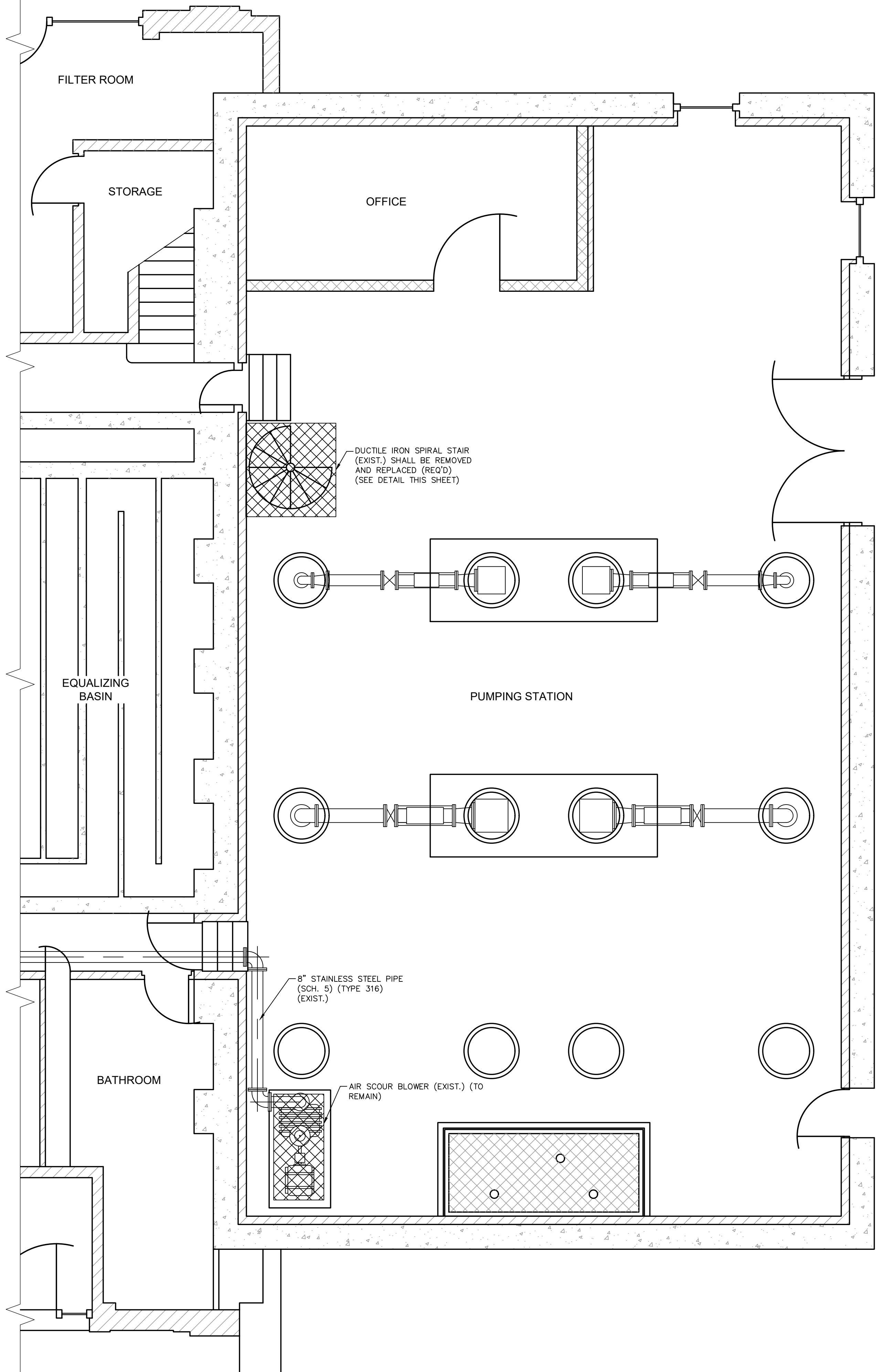
NO.	DATE	DESCRIPTION	BY
MAIN BUILDING FILTERS REHABILITATION			
WATER PLANT #1 REHAB. PHASE 1			
CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			
sdw Engineering Progress			
301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 (f) 601.544.0501 sd-w.com			
Drawn by: RES/BAK		Checked by: 8A	Scale: AS NOTED
Date: 10-21-2020		Working No. MFR-1	
Drawing No.: 1273-W015		Sheet No. 9A	



Spiral Stair - Pumping Station Floor Plan View
Scale: 3/4" = 1'-0"



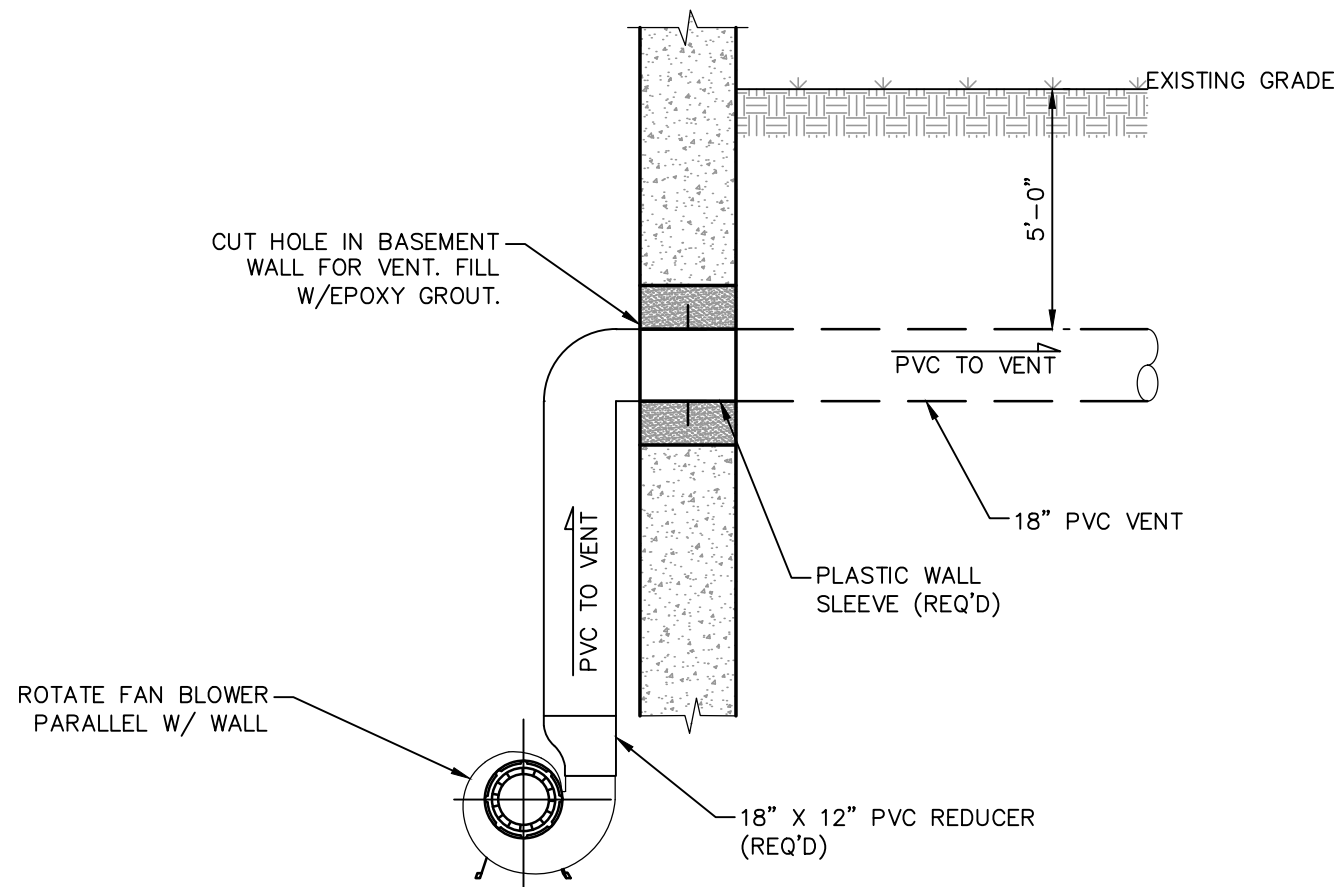
Spiral Stair - Basement Plan View
Scale: 3/4" = 1'-0"



Pumping Station 1st Floor Plan
Scale: 1/4" = 1'-0"

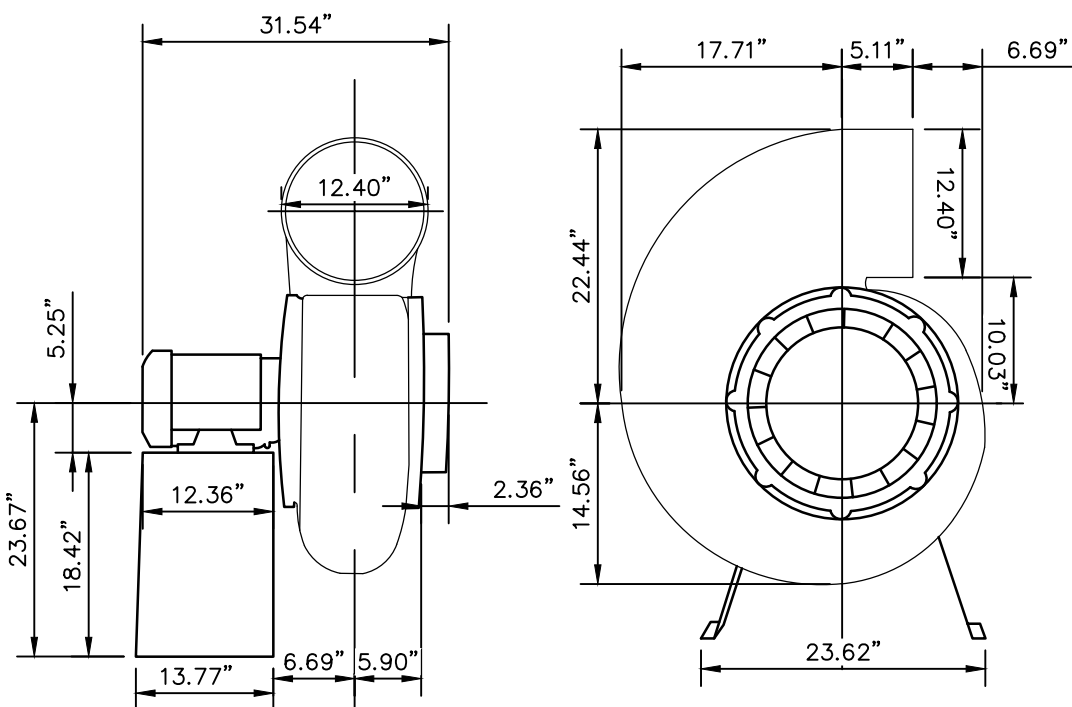
NO.	DATE	DESCRIPTION	BY
PUMPING STATION REHABILITATION			
WATER PLANT #1 REHAB. PHASE 1			
CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			
sdw Engineering Progress			
301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 (f) 601.544.0501 sd-w.com			
Drawn by: RES/BAK		Checked by: NMC	Scale: AS NOTED
Date: 10-20-2020		Working No. MPS-1	
Drawing No.: 1273-W015		Sheet No. 8B	

PROJECT: Hattiesburg, City of 1273-W015 - Water Plant #1 Rehabilitation 1273W015-CAD File Phase 1 1273-W015 Filter Building.dwg, MPS-2, 8/4/2021, 10:57:06 AM



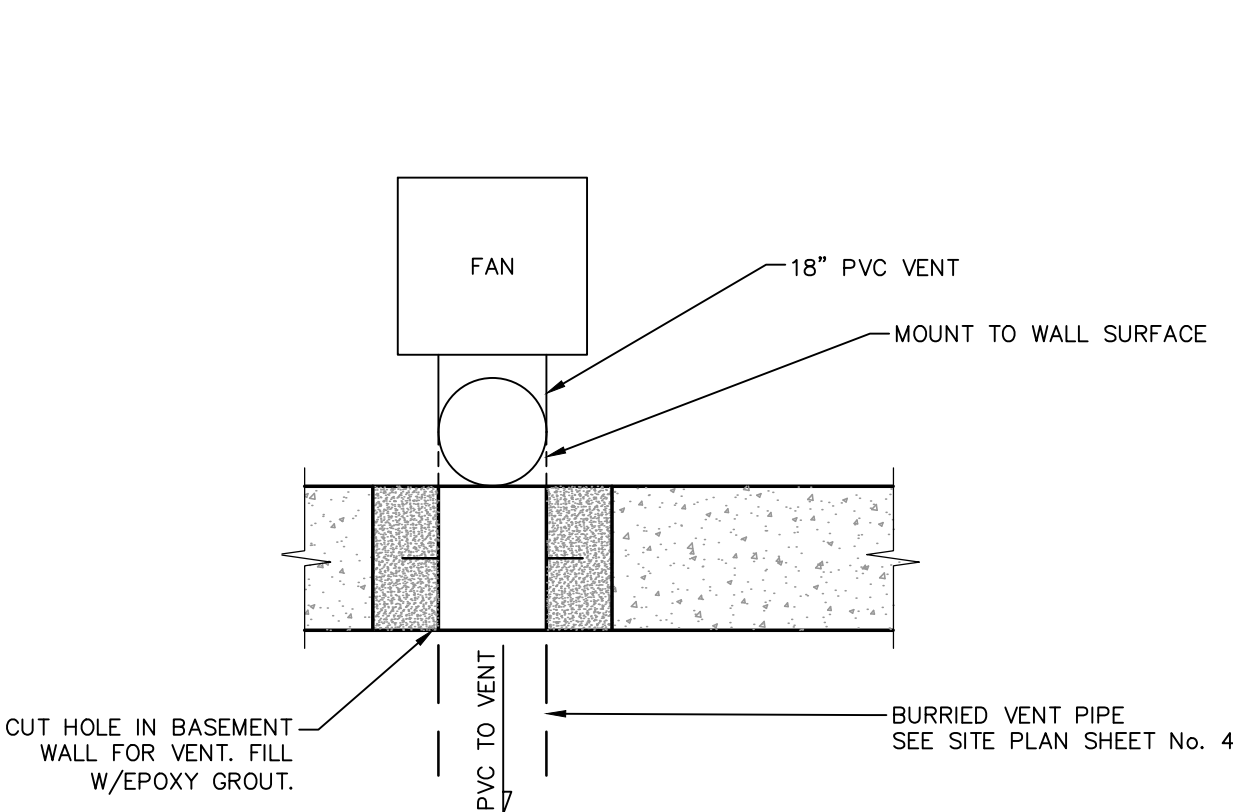
Side Exhaust Vent Detail

Scale: Not To Scale



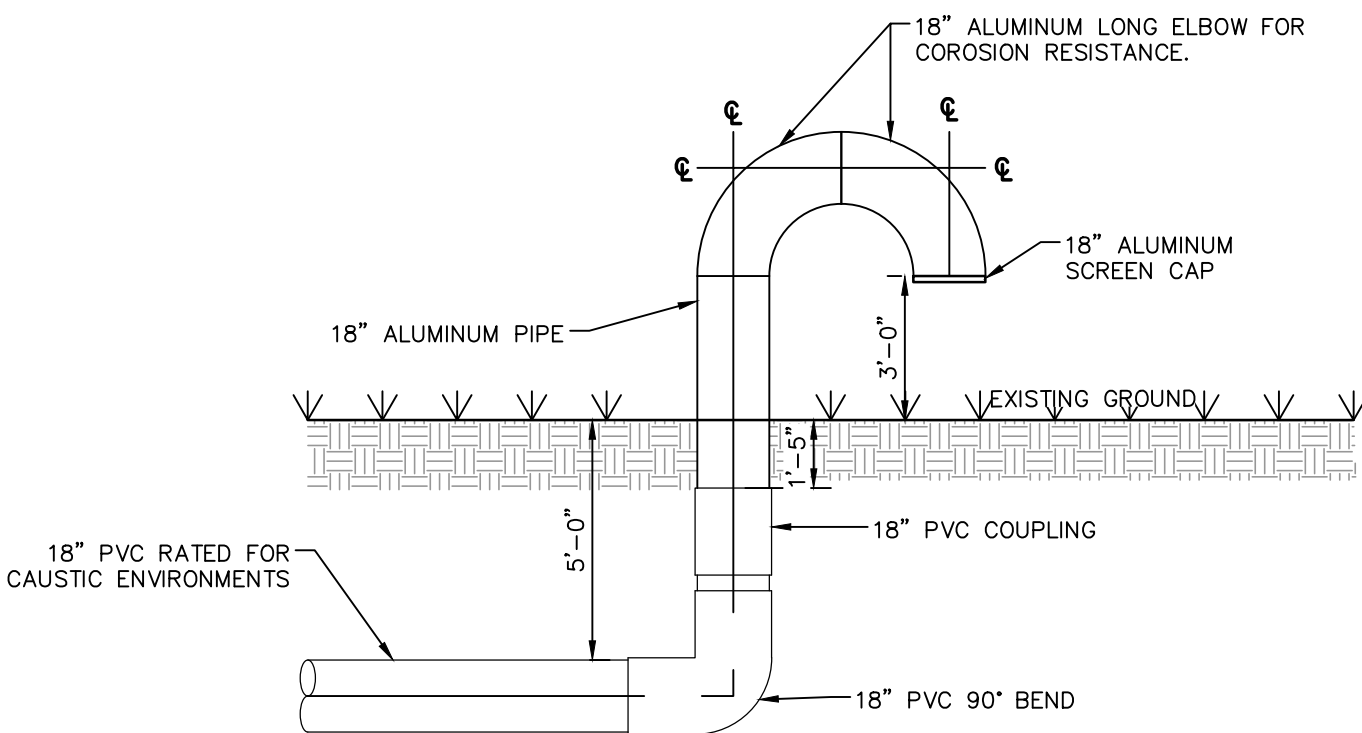
Basement Chlorine Vent Fan

Scale: Not To Scale



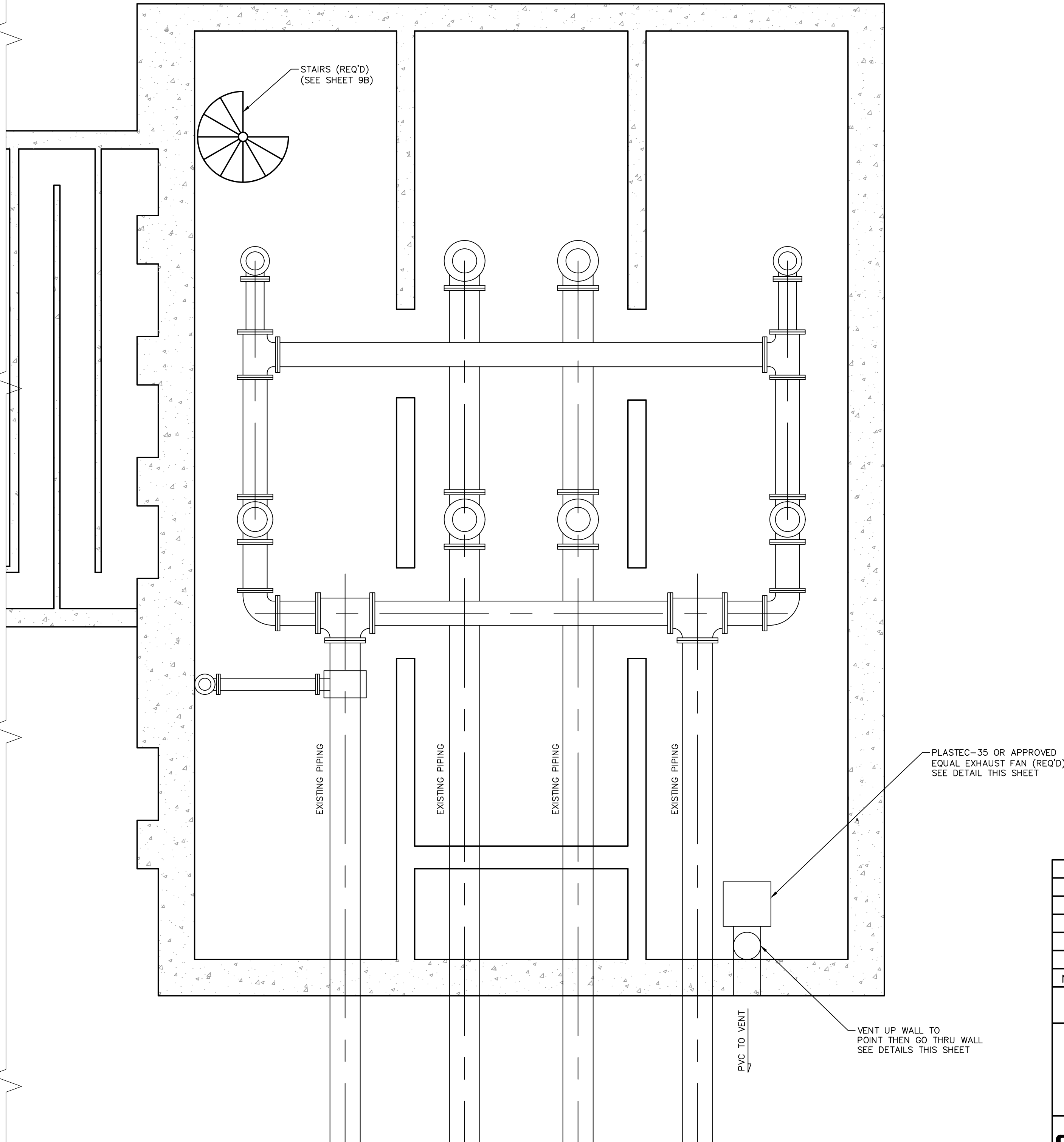
Top Exhaust Fan/Vent Detail

Scale: 3/8" = 1'-0"



Chlorine Vent Detail

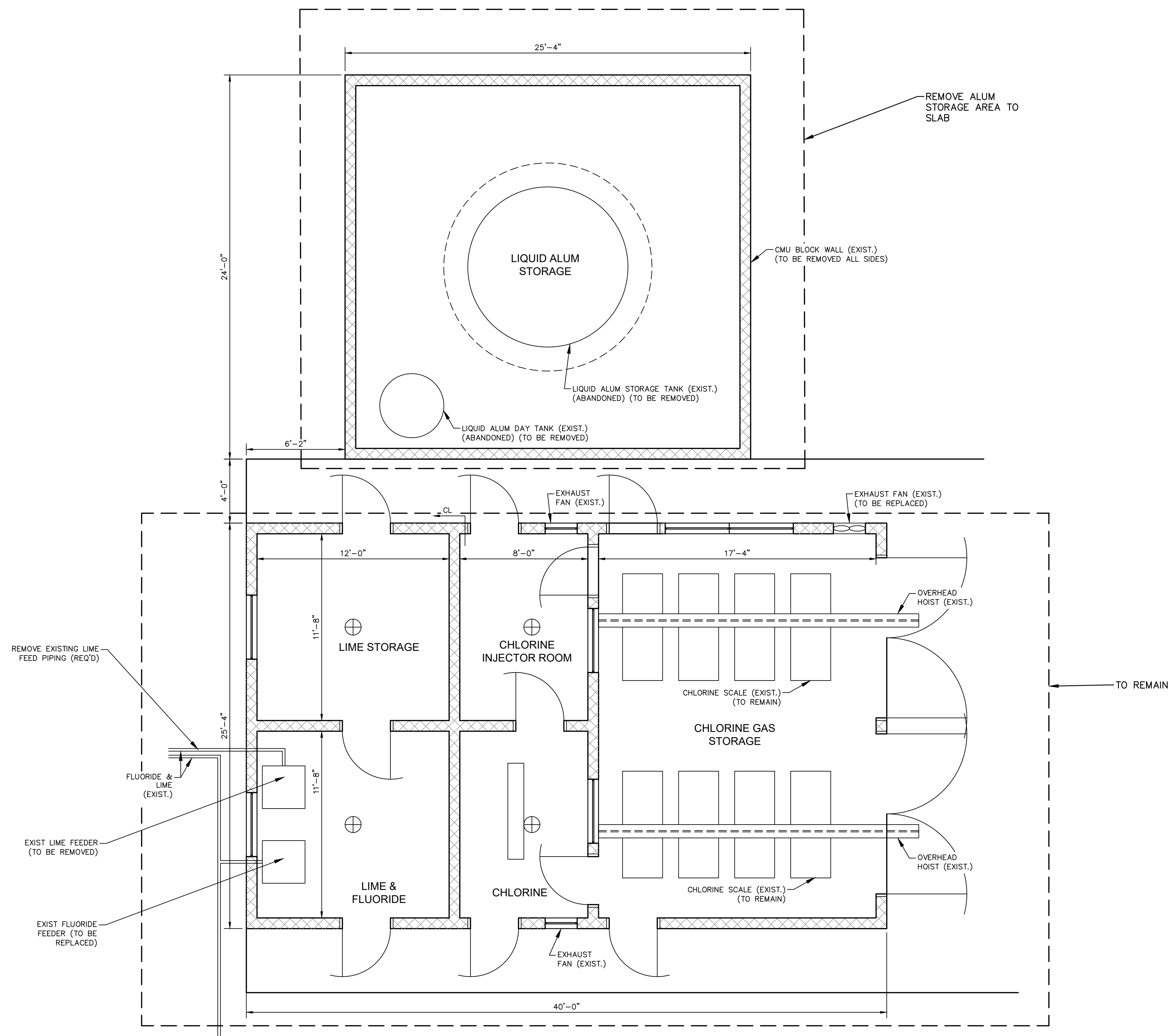
Scale: 1/4" = 1'-0"



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: 10-21-2020		Working No. MPS-2	
Drawing No.: 1273-W015		Sheet No. 8C	



Chemical Building Plan

Scale: 1/4" = 1'-0"

NOTE: EXISTING LIME AND FLOURIDE FEEDERS SHALL BE SALVAGED AND STORED ON-SITE AS DIRECTED BY THE ENGINEER.



NO.	DATE	DESCRIPTION	BY
CHEMICAL BUILDING			
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. CBR-1	
Drawing No.: 1273-W015		Sheet No. 9	

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: 10-26-2020		Working No. ____PL-1____			
Drawing No.: 1273-W015		Sheet No. ____10____			

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 December 2, 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, not 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 19th day of October A.D., 2021.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
Kermas Eaton, City Clerk

Publish on October 27, 2021 and November 3, 2021.
City of Hattiesburg
Return PROOF to City Clerk's office
PO Box 1898
Hattiesburg, MS 39403



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, October 19, 2021

Re: Approve Plans and Specifications for the Elaine Circle Retaining Wall Repair project and authorize advertisement for bids.
File Number: 2021-1234
Minute Book #

Summary

Approve Plans and Specifications for the Elaine Circle Retaining Wall Repair project and authorize advertisement for bids.

Recommendation Statement

I recommend approval of this item.

Please place this on the October 19, 2021 City Council meeting for consideration.



Engineering Progress

September 28, 2021

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

Attn: Lamar Rutland, P.E.

RE: Elaine Circle Retaining Wall Repair
City of Hattiesburg

Dear Lamar:

Enclosed please find the Advertisement for Bids, Specifications, and Plans for the above referenced project. We would like to request permission to advertise on the October 19th City Council agenda.

If you should have any questions or comments, please do not hesitate to call.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Nick Connolly', is written over the word 'Sincerely,'.

Nicholas M. Connolly, P.E., R.L.S.
Project Engineer

/md

Enclosures

RECEIVED

ADVERTISEMENT FOR BIDS:

NOTICE is hereby given that the City Clerk of the City of Hattiesburg, MISSISSIPPI, will receive sealed bids until 10:00 AM on December 2, 2021 in the City Council Chambers at City Hall, 200 Forrest Street, Hattiesburg, MS 39401, and then at said location opened and read aloud for furnishing the City's requirements for the following:

ELAINE CIRCLE RETAINING WALL REPAIR
HATTIESBURG, MISSISSIPPI

Official bid documents can be downloaded from www.sd-wprojects.com. Electronic bids can be submitted at www.sd-wprojects.com. For any questions relating to the electronic bidding process, please call Plan House at 662-407-0193. All bids must be accompanied by bid security equal to 5% of the amount of the bid, in the form of a certified check, cashier's check or a bid bond written by a company properly licensed in Mississippi.

Each BID must be received sealed and marked EXACTLY as follows:

BID:
ELAINE CIRCLE RETAINING WALL REPAIR
HATTIESBURG, MISSISSIPPI

No bid may be withdrawn for a period of sixty (60) days. The lowest and best proposal received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated and Amended, and other applicable State law; but the Council reserves the right to reject any or all proposals received and to waive informalities.

PUBLISHED by Order of the Council on the 19th day of October, 2021.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
Kermas Eaton, City Clerk

Publish on October 27, 2021 and November 3, 2021
City of Hattiesburg
Return PROOF to SDW, Inc.
301 Second Avenue
Hattiesburg, MS 39401

PUBLIC UTILITIES

CABLE
COMCAST
2100 LINCOLN RD
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

TELEPAK DBA CSPIRE FIBER
1018 HIGHLAND COLONY PKWY
SUITE 420
RIDGELAND, MS 39157

GAS
SPIRE, INC
315 MAIN ST
HATTIESBURG, MS 39401
(601)544-6001

SEWER
CITY OF HATTIESBURG
WATER & SEWER DEPT.
900 JAMES ST
HATTIESBURG, MS 39403
(601) 545-4530

WATER
CITY OF HATTIESBURG
WATER & SEWER DEPT.
900 JAMES ST
HATTIESBURG, MS 39403
(601)545-4530

CONSTRUCTION PLANS

FOR

ELAINE CIRCLE RETAINING WALL
RECONSTRUCTION

FOR THE

CITY OF HATTIESBURG

FORREST COUNTY, MISSISSIPPI

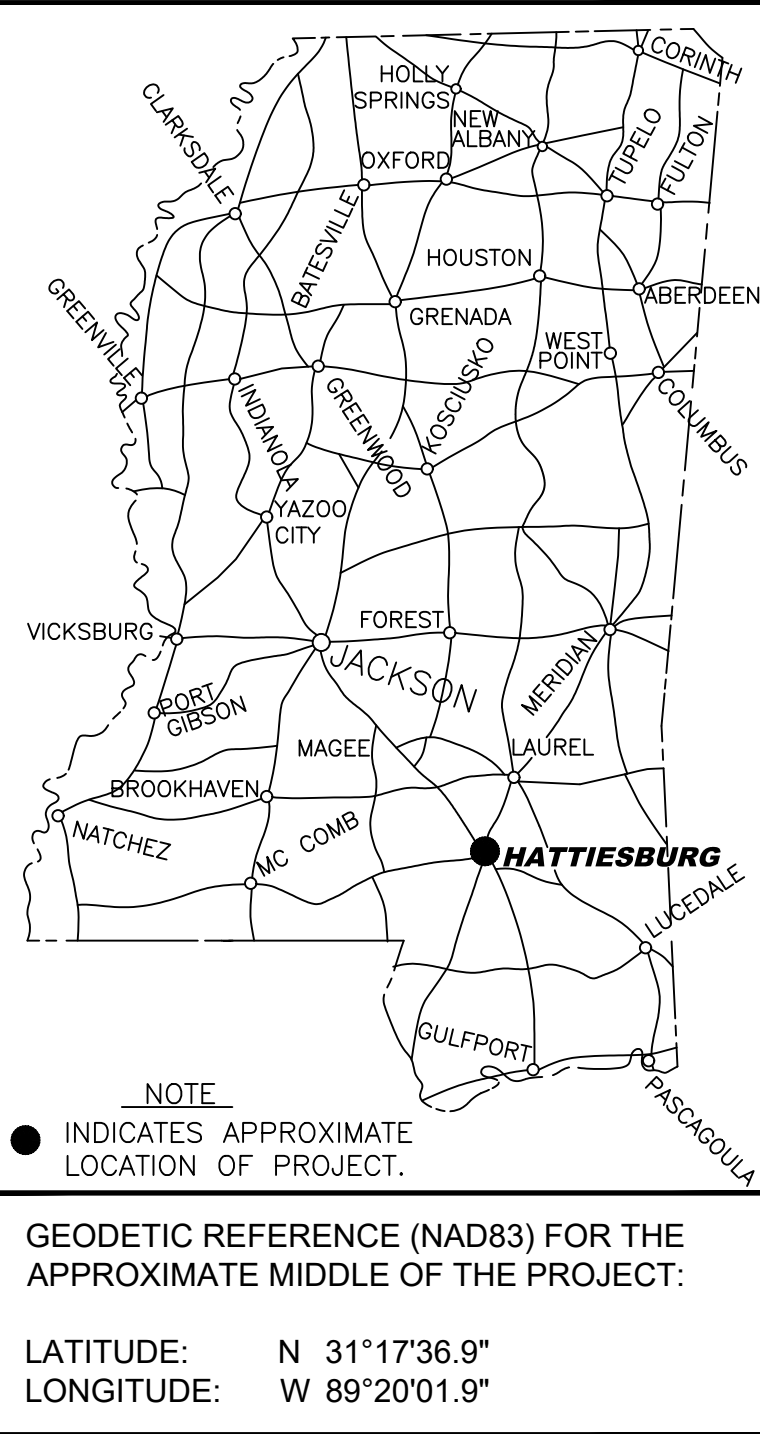


Know what's below.
Call before you dig.

MISSISSIPPI 811 TICKETS	
TICKET No.	DESCRIPTION
20121410250978	ELAINE CIRCLE

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 SEWER STRUCTURES AND PIPE. (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 SHEET INDEX

SHEET No.	DESCRIPTION
1	COVER SHEET
2	VICINITY MAP
3	GENERAL NOTES & LEGEND
4	PLAN AND PROFILE
5	RETAINING WALL DETAILS
6	VEGETATION SCHEDULE
6101	TYPICAL TEMPORARY EROSION/SEDIMENT CONTROL APPLICATIONS
6102	DETAILS OF SEDIMENT BARRIER APPLICATIONS
6103	DETAILS OF SILT FENCE INSTALLATION
6104	DITCH CHECK STRUCTURES, TYPICAL APPLICATIONS AND DETAILS
6106	DETAILS OF EROSION CONTROL WATTLE DITCH CHECK
6351	TRAFFIC CONTROL PLAN WITH FLAGGER



MAYOR

Toby Barker

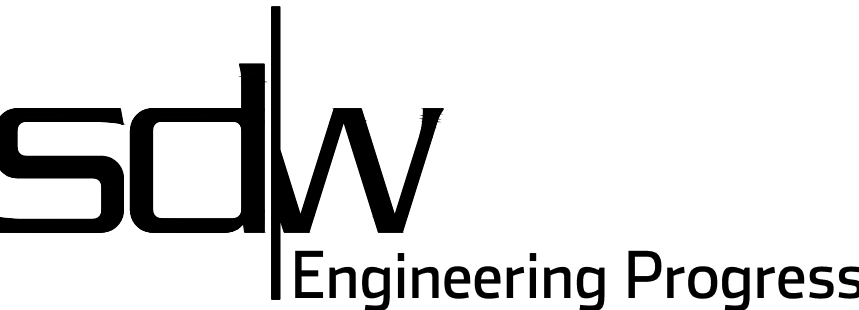
COUNCIL PERSONS

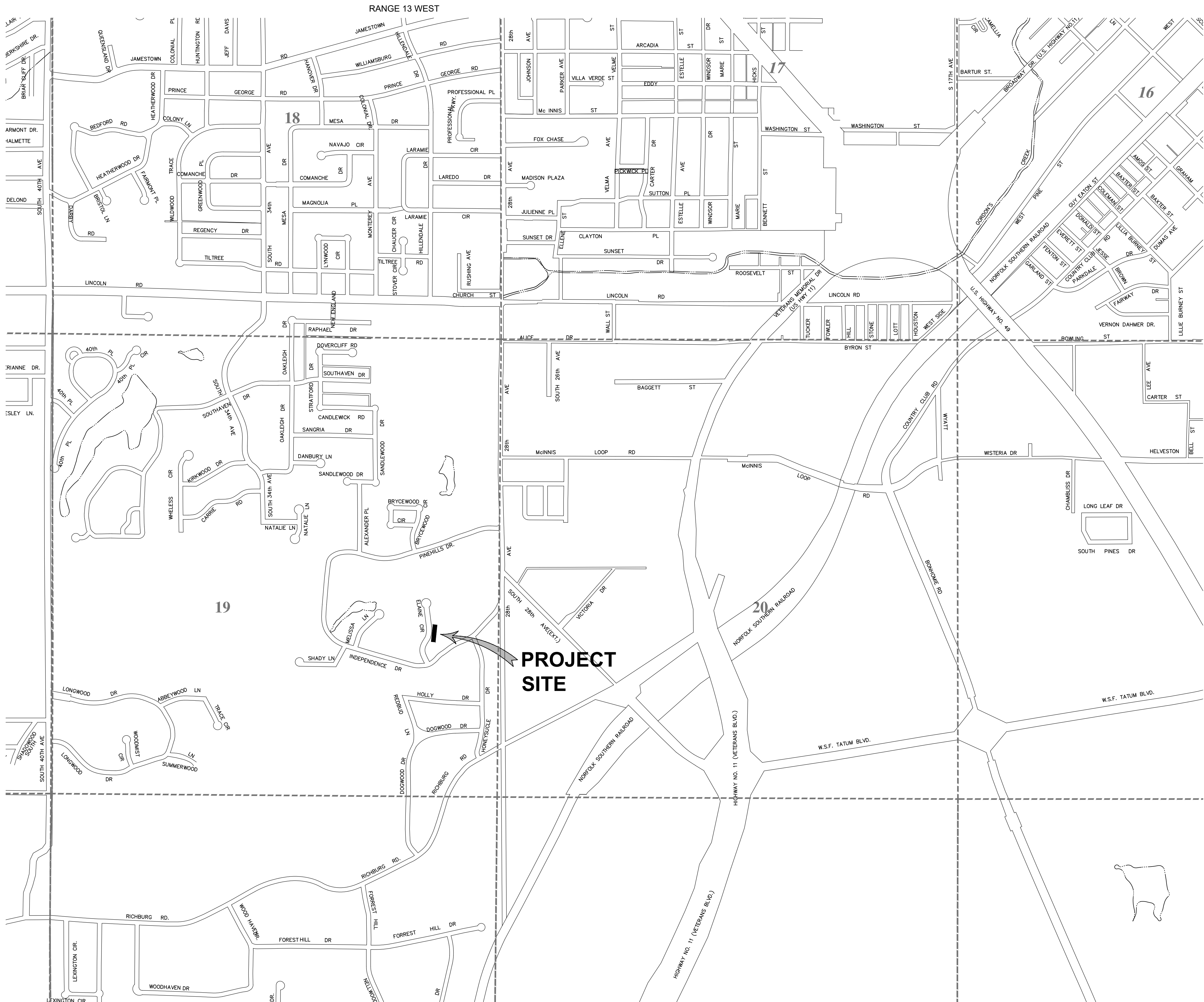
Carter Carroll, President
Mary Dryden, Vice President
Jeffrey George
Deborah Denard Delgado
Nicholas Brown

DIRECTOR OF ENGINEERING

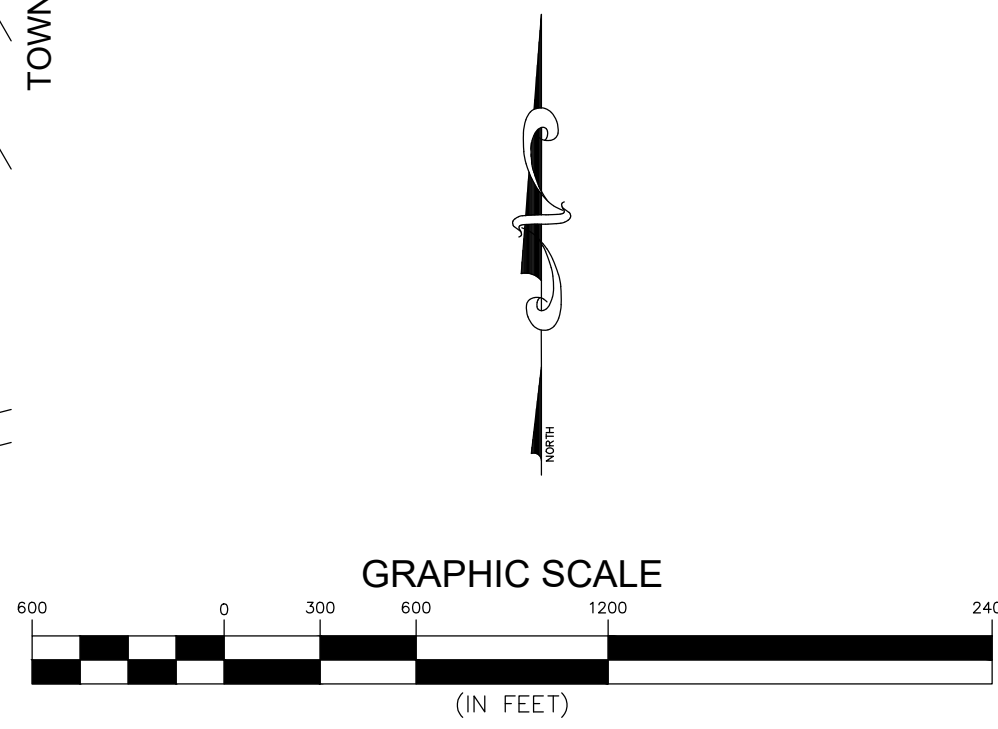
Lamar Rutland, PE

PREPARED BY:





VICINITY MAP



NO.	DATE	DESCRIPTION	BY
VICINITY MAP			
ELAINE CIRCLE RETAINING WALL RECONSTRUCTION			
CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			
sdw Engineering Progress 301 Second Ave., Hattiesburg, MS 39401 (p) 601.544.1821 sd-w.com			
Drawn by: GYM\NMC		Checked by: NMC	
Date: 01-14-2021		Scale: AS NOTED	
Drawing No.: 1235-108		Sheet No. 2	

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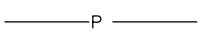
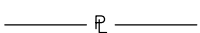
GENERAL NOTES

1. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH ALL LOCAL, STATE AND FEDERAL CODES.
2. THE CONTRACTOR SHALL KEEP A SET OF CONSTRUCTION PLANS OF THE PROJECT ON THE JOB SITE SHOWING THE ACCURATE MEASUREMENTS AND ELEVATIONS OF THE "AS-BUILT" SYSTEM. THIS DATA WILL BE COLLECTED AND PUT ON THE DRAWINGS DAILY.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLETING THE ENTIRE PROJECT.
4. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CITY OF HATTIESBURG AND/OR FORREST COUNTY FEES AND PERMITS ASSOCIATED WITH CONSTRUCTION.
5. 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.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR HIS OWN SUB-SURFACE SOIL INVESTIGATIONS.
7. CONTRACTOR SHALL BE RESPONSIBLE FOR THE VERIFICATION OF ALL EXISTING TOPOGRAPHIC DATA AND ALL OTHER SITE CONDITIONS PRIOR TO THE BEGINNING OF CONSTRUCTION. ANY CONFLICT SHALL BE COORDINATED WITH THE CONTRACTOR, OWNER AND ENGINEER/ARCHITECT. THE ENGINEER CANNOT AND DOES NOT WARRANT THAT THIS INFORMATION IS COMPLETE OR ACCURATE.
8. THE CONTRACTOR IS RESPONSIBLE FOR THE LOCATION AND PROTECTION OF ALL UTILITIES WITHIN THE WORK AREA.
9. 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.
10. THE COST OF CLEARING AND GRUBBING/REMOVAL AND DISPOSAL OF CLEARING AND GRUBBING MATERIAL SHALL BE PAID LUMP SUM, UNLESS OTHERWISE NOTED. THE CONTRACTOR SHALL BE FAMILIAR WITH THE EXTENT OF CLEARING REQUIRED PRIOR TO BIDDING. OFFSITE DISPOSAL AREAS ARE TO BE FURNISHED BY THE CONTRACTOR.
11. PROPER MAINTENANCE OF STREETS, INCLUDING DUST CONTROL, SHALL BE STRICTLY ADHERED TO.
12. MAINTENANCE OF TRAFFIC SHALL BE IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (LATEST EDITION).
13. THE CONTRACTOR SHALL PROVIDE PROPER TRAFFIC CONTROL SIGNS AND FLAGGERS TO MAINTAIN ONE LANE TRAFFIC DURING CONSTRUCTION, WHERE LANE CLOSURES ARE NEEDED, UNLESS OTHERWISE DIRECTED BY THE ENGINEER. SEE SHEET No. 6351 FOR TYPICAL LANE CLOSURE DETAILS. ANY ROAD CLOSURES SHALL BE SUBMITTED TO THE ENGINEER FOR APPROVAL BY THE OWNER PRIOR TO IMPLEMENTATION.
14. ALL DISTURBED UNPAVED AREAS SHALL BE RESTORED AS FOLLOWS:

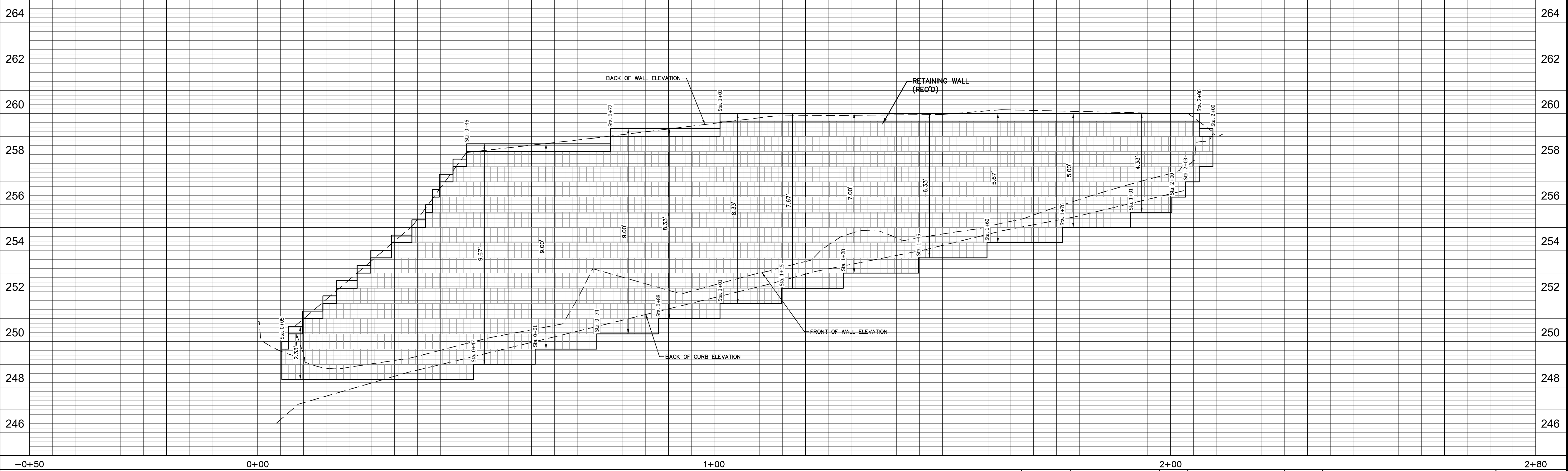
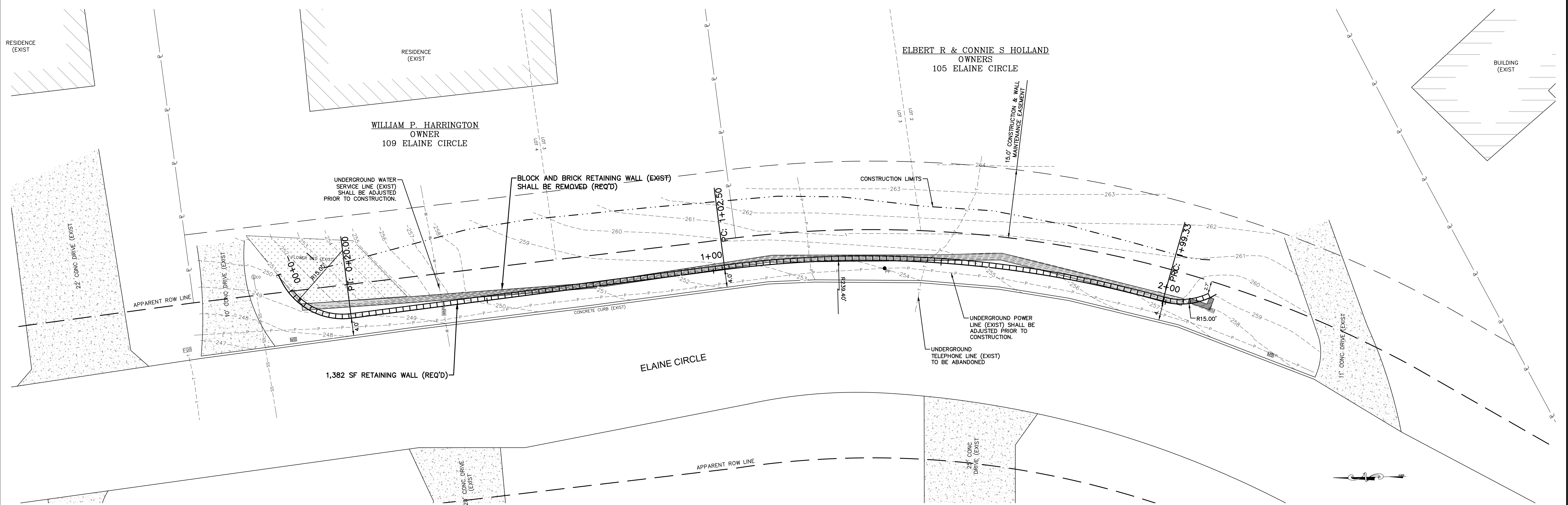
14.1. GRASSED AREAS SHALL RECEIVE SOLID SOD WHICH SHALL BE FERTILIZED AND WATERED AS PER THE VEGETATION SCHEDULE. PERMANENT ESTABLISHMENT OF GRASS GROWTH SHALL BE A REQUIREMENT BEFORE FINAL COMPLETION.

14.2. ALL LANDSCAPED AREAS SHALL BE RESTORED IN KIND AND SHALL INCLUDE TOP SOIL (4" DEPTH MIN), WATERING, FERTILIZER AND MULCH, IF PRESENT (IN KIND), AS PER THE VEGETATION SCHEDULE. CONTRACTOR SHALL MATCH SPECIES AND SIZE AS CLOSELY AS POSSIBLE. SUBSTITUTIONS SHALL BE ALLOWED ONLY BY WRITTEN APPROVAL FROM THE ENGINEER AND COORDINATION WITH THE AFFECTED PROPERTY OWNER.
15. ALL EXISTING MAILBOXES, STREET SIGNS, FENCES, AND OTHER STRUCTURES LOCATED WITHIN THE CONSTRUCTION LIMITS SHALL BE REMOVED, SALVAGED AND RESET AS DICTATED BY CONSTRUCTION ACTIVITIES. (NO SEPARATE PAY, UNLESS OTHERWISE NOTED OR DIRECTED BY THE ENGINEER). ALL ITEMS (INCLUDING REMOVAL OF OBSTRUCTIONS, REMOVAL AND RESET AND/OR REPLACEMENT OF STORM DRAIN STRUCTURES, ETC.) FOR WHICH NO PAY ITEM IS ESTABLISHED, SHALL BE INCLUDED IN THE COST OF THE PIPE LAYING OPERATION. (NO SEPARATE PAY).
16. CONTRACTOR SHALL PROVIDE ACCESS TO ALL BUSINESSES AND RESIDENCES AT ALL TIMES DURING CONSTRUCTION. THE CONTRACTOR SHALL COORDINATE ALL DRIVEWAY CUTS AND EXCAVATION WITH THE OWNERS OF SAID DRIVEWAYS.
17. ANY DAMAGE TO PAVED ROADS OR DRIVEWAYS, WHICH ARE OUTSIDE OF THE PROJECT LIMITS, SHALL BE REPAIRED IN KIND, AT THE CONTRACTOR'S EXPENSE.
18. ALL SELECT FILL MATERIAL SHALL MEET THE SPECIFICATIONS FOR CLASS 9, GROUP C AND MODIFIED TO CONSIST OF A PLASTICITY INDEX (PI) BETWEEN 5 AND 15. THE SELECT FILL MATERIAL SHALL BE INSTALLED AS DETAILED & AT THE DIRECTION OF THE ENGINEER OR HIS REPRESENTATIVE.
19. WORK FOR THIS PROJECT REQUIRES EXCAVATION IN THE IMMEDIATE VICINITY OF TRAFFIC AND ADJACENT PROPERTIES. THEREFORE, THE RISK OF A FAILURE OCCURRING DURING THE EXCAVATION REQUIRES THAT EXTREME CAUTION BE EXERCISED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PLACING WHAT BRACING, SHORING OR GROUND SUPPORT SYSTEM THAT IS DEEMED NECESSARY TO PREVENT A FAILURE AND PROTECT THE PERSONS WORKING NEAR THE EXCAVATION, THE PUBLIC THAT MAY BE ABOVE THE EXCAVATION, OR ANY STRUCTURE ADJACENT TO THE EXCAVATION. ALL COSTS FOR ANY PROTECTIVE MEASURES INCLUDING THE MATERIALS AND LABOR FOR DESIGNING, DRAWING AND CONSTRUCTING THE FACILITY SHALL BE INCLUDED IN THE BID PRICE FOR CONTRACT ITEMS.
20. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING BRACING, SHORING OR ANY GROUND SUPPORT SYSTEM REQUIRED TO PREVENT A FAILURE FROM OCCURRING DURING EXCAVATION. ALL COST FOR ANY PROTECTIVE MEASURES, INCLUDING THE MATERIALS AND LABOR FOR DESIGNING AND CONSTRUCTING THE SUPPORT SYSTEM, SHALL BE INCLUDED IN THE BID PRICE FOR CONTRACT ITEMS.
21. THE EROSION CONTROL DEVICES SHALL BE REQUIRED AS DIRECTED BY THE ENGINEER. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO INSURE THAT SILT DOES NOT LEAVE THE CONSTRUCTION SITE OR CONTAMINATE WATERS OF THE U.S. DURING CONSTRUCTION. THE CONTRACTOR SHALL MAINTAIN THE PLAN DURING CONSTRUCTION UNTIL PERMANENT GRASS IS ESTABLISHED OR THE DISTURBED SURFACE IS PAVED.
22. THE CONTRACTOR SHALL ADHERE TO ALL MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY REQUIREMENTS FOR EROSION CONTROL AND ANY OTHER PERTINENT GUIDELINES.
23. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL MATERIAL TESTING BY AN INDEPENDENT LABORATORY APPROVED BY THE ENGINEER AND/OR OWNER.
24. MATERIAL SUBMITTALS SHALL BE MADE TO OWNER THROUGH THE ENGINEER PRIOR TO USE FOR APPROVAL.
27. ALL MATERIALS FOR THE PROJECT SHALL BE A PRODUCT OF THE U.S.A.
28. 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.

LEGEND:

- CONC — CONCRETE
- EXIST — EXISTING
- FT — FEET
-  — FIBER OPTIC PULL BOX
-  — MAIL BOX
-  — POWER LINE (OVERHEAD)
-  — PROPERTY LINE
- REQ'D — REQUIRED
- ROW — RIGHT OF WAY
-  — SEWER CLEAN OUT
-  — SEWER LINE
- SF — SQUARE FEET
- STA — STATION
-  — UNDERGROUND POWER
-  — UNDERGROUND TELEPHONE LINE
-  — UTILITY POLE
-  — WATER METER
-  — WATER LINE

NO.	DATE	DESCRIPTION	BY
GENERAL NOTES AND LEGEND			
ELAINE CIRCLE RETAINING WALL RECONSTRUCTION CITY OF HATTIESBURG FORREST COUNTY, MISSISSIPPI			
 301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 sd-w.com			
Drawn by: GYM\NMC		Checked by: NMC	
Date: 01-27-2021		Scale: NONE	
Drawing No.: 1235-108		Sheet No. <u>3</u>	



ELAINE CIRCLE RETAINING WALL RECONSTRUCTION
HATTIESBURG, MISSISSIPPI

DATE	REVISION	BY

DRAWN BY: GYM/NMC

DATE: 01-28-2021

CHECKED BY: NMC

SCALE: 1"=10' H & 1"=2' V

sdw

Engineering Progress

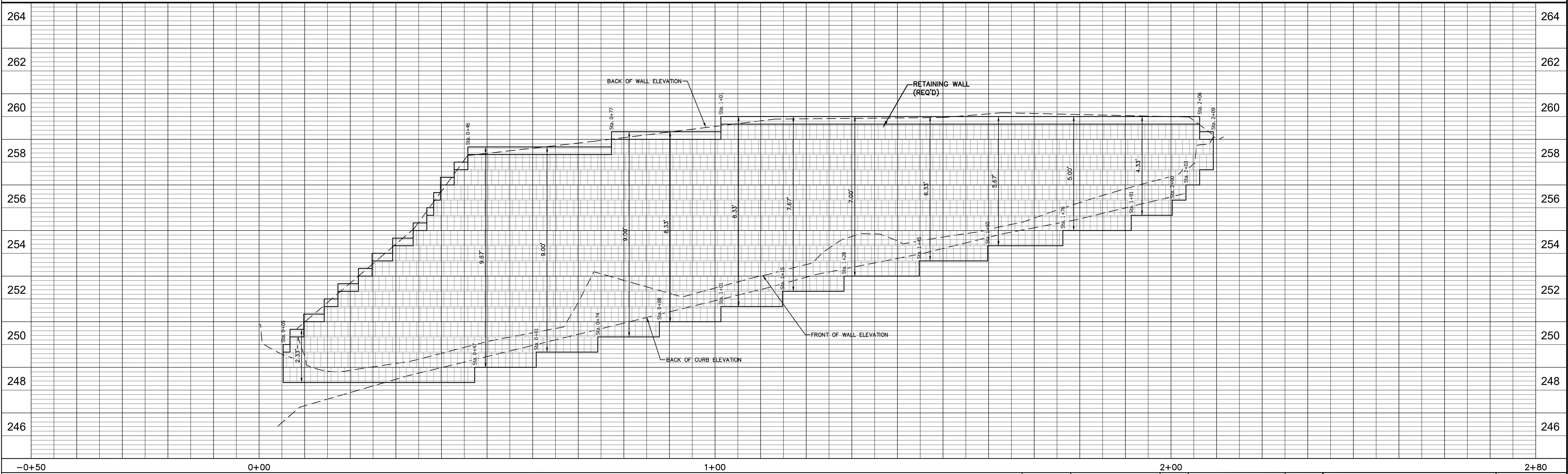
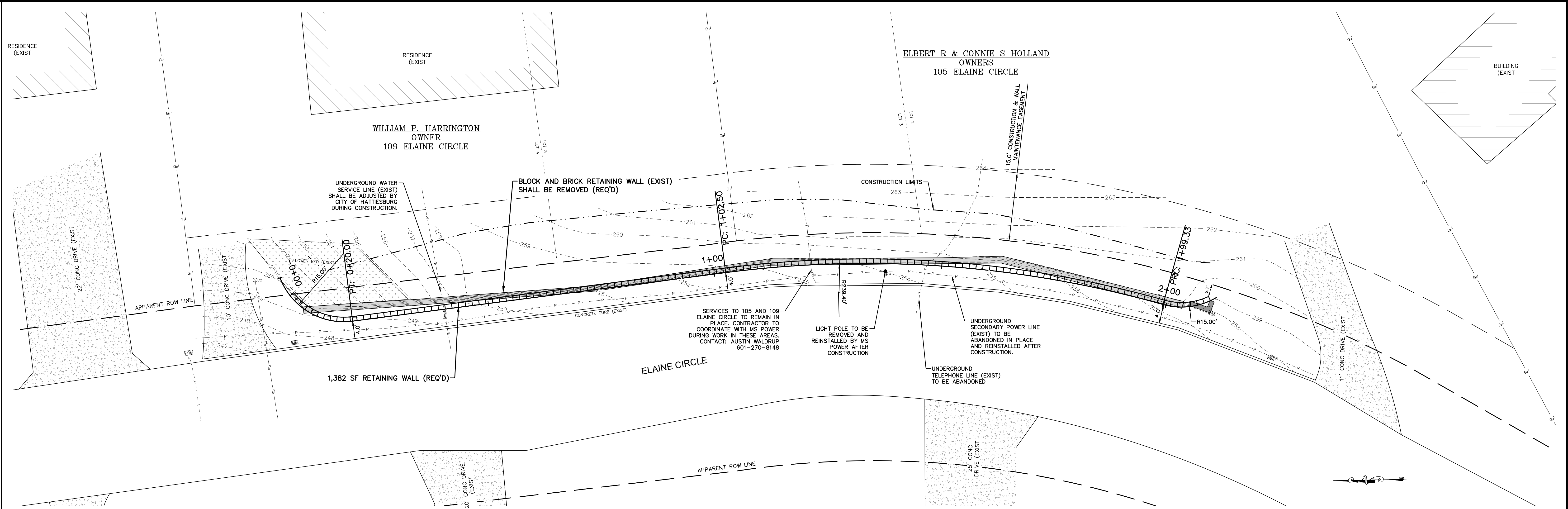
301 Second Ave. | Hattiesburg, MS 39401 | (p) 601.544.1821 | sd-w.com

DRAWING NO.

1235-108

SHEET

4



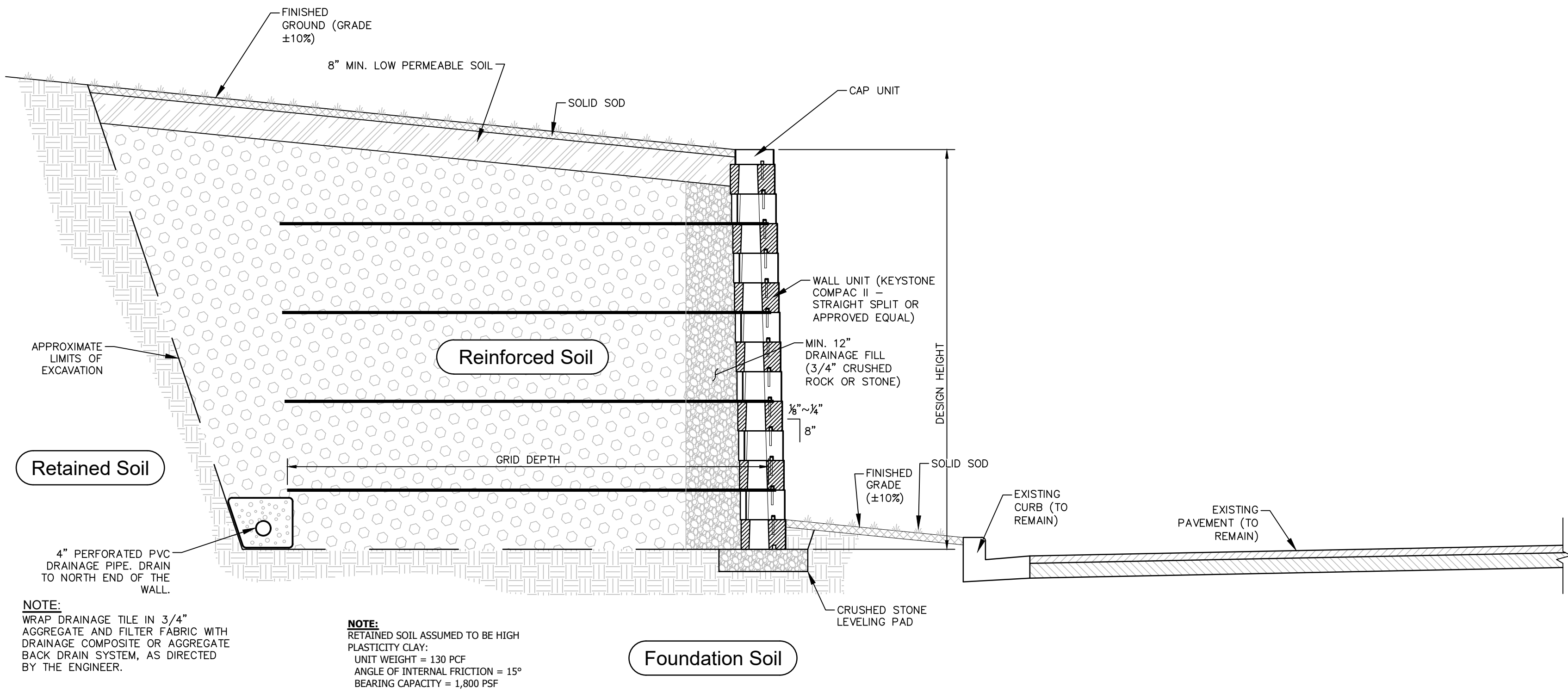
ELAINE CIRCLE RETAINING WALL RECONSTRUCTION
HATTIESBURG, MISSISSIPPI

DATE	REVISION	BY

DRAWN BY: GYM/NMC
DATE: 01-28-2021
CHECKED BY: NMC
SCALE: 1"=10' H & 1"=2' V

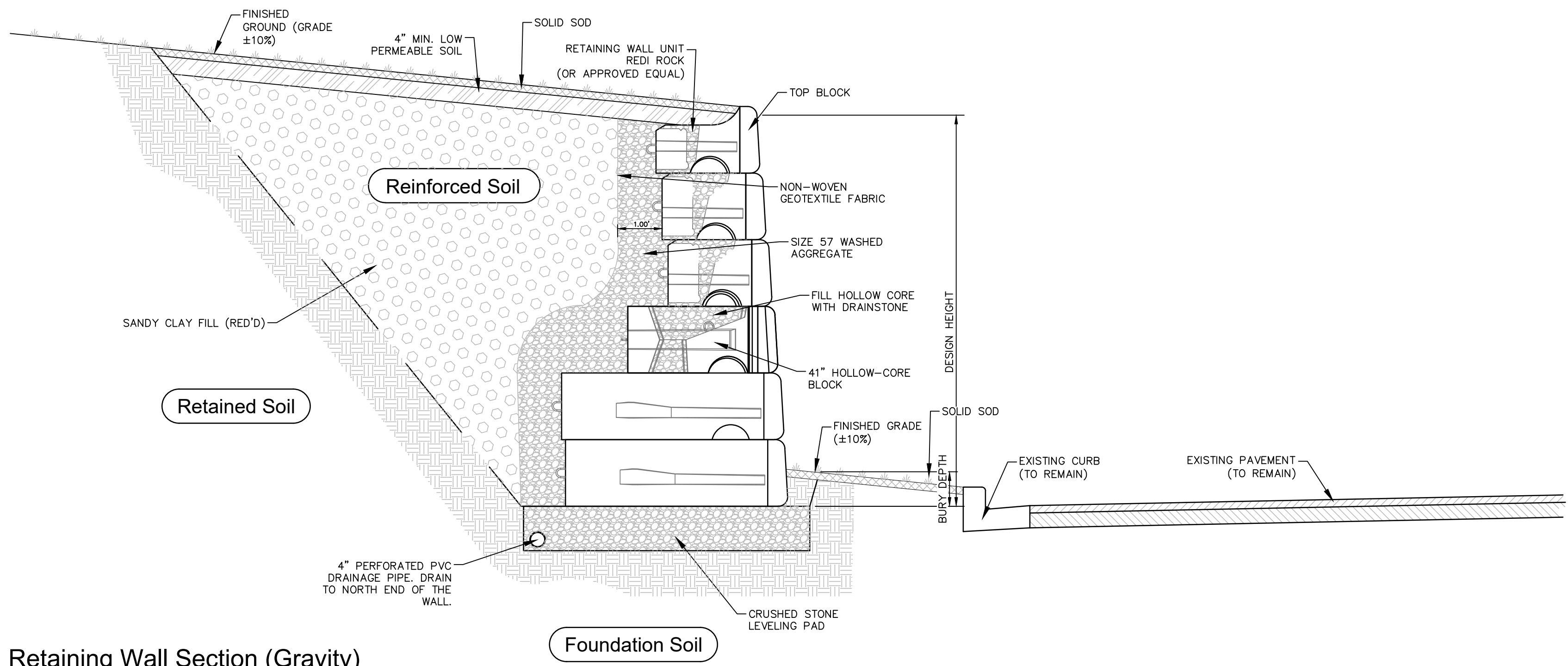
301 Second Ave. | Hattiesburg, MS 39401 | (p) 601.544.1821 | sd-w.com

DRAWING NO.
1235-108
SHEET 4



Retaining Wall Section (Mechanically Stabilized Earth)

Scale: 1" = 2'



Retaining Wall Section (Gravity)

Scale: 1" = 2'

NO.	DATE	DESCRIPTION	BY
RETAINING WALL DETAILS			
ELAINE CIRCLE RETAINING WALL RECONSTRUCTION			
CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			
sdw Engineering Progress 301 Second Ave., Hattiesburg, MS 39401 (p) 601.544.1821 sd-w.com			
Drawn by: GYM\NMC		Checked by: NMC	
Date: 01-27-2021		Scale: AS NOTED	
Drawing No.: 1235-108		Sheet No. 5	

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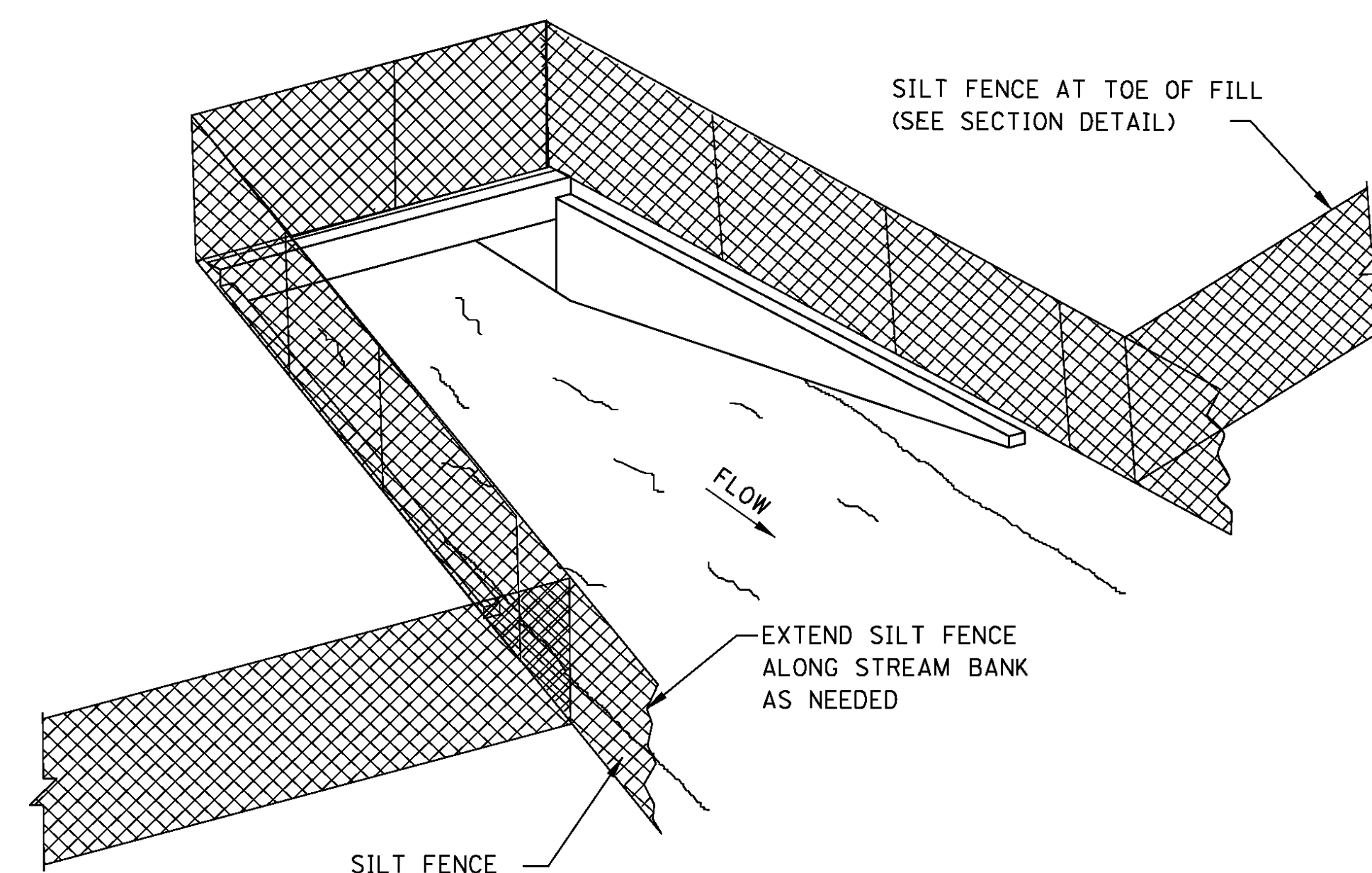
VEGETATION SCHEDULE						
EROSION CONTROL ITEMS		SEASONAL APPLICATIONS - DATES & RATES				REQUIREMENTS
		SPRING & SUMMER		FALL & WINTER		
	ITEMS	RATES	DATES	RATES	DATES	
	TOPSOIL FOR SLOPE TREATMENT (LVM)	4" THICK	MARCH 1 TO SEPTEMBER 1	4" THICK	SEPTEMBER 1 TO MARCH 1	TOPSOIL REQUIRED ON SLOPES DETERMINED BY THE ENGINEER DURING CONSTRUCTION
	STANDARD GROUND PREPARATION	PER SQ. FT.	MARCH 1 TO SEPTEMBER 1	PER SQ. FT.	SEPTEMBER 1 TO MARCH 1	GROUND PREPARATION REQUIRED ON AREAS TO RECEIVE SOLID SODDING OR SEEDING, AS APPLICABLE
	AGRICULTURAL LIMESTONE	3 TONS / ACRE	MARCH 1 TO SEPTEMBER 1	3 TONS / ACRE	SEPTEMBER 1 TO MARCH 1	LIMESTONE SHALL BE MECHANICALLY SPREAD UNIFORMLY AND INCORPORATED INTO THE SOIL PRIOR TO PLANTING
	COMBINATION FERTILIZER (13–13–13)	1000 LBS / ACRE	MARCH 1 TO SEPTEMBER 1	1000 LBS / ACRE	SEPTEMBER 1 TO MARCH 1	FERTILIZER SHALL BE MECHANICALLY SPREAD UNIFORMLY AND INCORPORATED INTO THE SOIL PRIOR TO PLANTING
	SUPER PHOSPHATE	0.5 TON / ACRE (EST)	MARCH 1 TO SEPTEMBER 1			SUPER PHOSPHATE (FOR BID ITEM PURPOSES)
	SEEDING (BERMUDA GRASS)	20 LBS / ACRE	MARCH 1 TO SEPTEMBER 1	20 LBS / ACRE	SEPTEMBER 1 TO MARCH 1	SEED REQUIRED ON DISTURBED AREAS. UNHULLED SEED MAY BE REQUIRED DURING THE DORMANT SEASON AS DIRECTED
	SEEDING (TALL FESCUE)			15 LBS / ACRE	AUGUST 15 TO MARCH 15	SEED REQUIRED IN DISTURBED AREAS
	SEEDING (CRIMSON CLOVER)			20 LBS / ACRE	AUGUST 15 TO MARCH 15	SEED REQUIRED ON DISTURBED AREA
	VEGETATIVE MATERIAL FOR MULCH	2 TONS / ACRE (EST)	MARCH 1 TO SEPTEMBER 1	2 TONS / ACRE (EST)	SEPTEMBER 1 TO MARCH 1	THE ENGINEER WILL DESIGNATE THE RATES OF APPLICABLE (SEE SUBSECTION 215–03.3)
	SOLID SODDING	PER SQ. YD.	MARCH 1 TO SEPTEMBER 1	PER SQ. YD.	SEPTEMBER 1 TO MARCH 1	SOLID SOD REQUIRED ON AREAS SPECIFIED IN THE CONTRACT OR BY THE ENGINEER
	WATERING	20 GAL / S.Y. (EST)	MARCH 1 TO SEPTEMBER 1	20 GAL. / S.Y. (EST)	SEPTEMBER 1 TO MARCH 1	TO BE USED AS DIRECTED IN THE PLANTING AND ESTABLISHING OF SOLID SOD
	INSECT PEST CONTROL	PER ACRE		PER ACRE		SEE SECTION 220
TEMPORARY EROSION CONTROL ITEMS						
	LIGHT GROUND PREPARATION	PER SQ. YD.		PER SQ. YD.		APPROXIMATELY HALF SQ.YD. STANDARD GROUND PREPARATION
	COMBINATION FERTILIZER (13–13–13)	0.25 TONS/ ACRE		0.25 TONS/ ACRE		QUANTITY BASED ON LIGHT GROUND PREPARATION
	SEEDING (BROWN TOP MILLET)	20 LBS / ACRE	APRIL 1 TO AUGUST 31			QUANTITY BASED ON LIGHT GROUND PREPARATION
	SEEDING (RYE GRASS)			25 LBS / ACRE	SEPTEMBER 1 TO MARCH 31	QUANTITY BASED ON LIGHT GROUND PREPARATION
	SEEDING (OATS)			90 LBS / ACRE	SEPTEMBER 1 TO DECEMBER 15	QUANTITY BASED ON LIGHT GROUND PREPARATION
	VEGETATIVE MATERIAL FOR MULCH	1 TON / ACRE (EST)		1 TON / ACRE (EST)		QUANTITY BASED ON LIGHT GROUND PREPARATION

- ① ALL AREAS THAT HAVE BEEN VEGETATED, UNDER THIS CONTRACT, FOR AT LEAST (60) SIXTY DAYS, SHALL RECEIVE ADDITIONAL APPLICATION(S) OF FERTILIZER(S) OF THE TYPE(S) AND RATE(S) OF APPLICATIONS AS DETERMINED BY SOIL TEST OR AS DIRECTED DURING THE GROWING SEASONS THE CONTRACT IS IN FORCE. GROUND PREPARATION WILL NOT BE REQUIRED FOR THE ADDITIONAL APPLICATIONS.
- ② PROPOSAL QUANTITIES ESTIMATED ON THE BASIS THAT 100% OF THE ACREAGE WILL BE SEEDED.
- ③ PROPOSAL QUANTITIES ESTIMATED ON THE BASIS THAT 50% OF THE ACREAGE WILL BE SEEDED.
- ④ QUANTITY ESTIMATED ON THE BASIS THAT 50% OF THE ACREAGE VEGETATED MAY REQUIRED TREATMENT.
- ⑤ THIS ITEM MAY BE OMITTED ON AREAS SELECTED BY THE ENGINEER.
- ⑥ BAHIAGRASS WILL NOT BE PERMITTED AS A MULCH MATERIAL.
- ⑦ PROPOSAL QUANTITIES ESTIMATED ON THE BASIS THAT 75% OF THE ACREAGE SEEDED MAY REQUIRE TOPSOIL

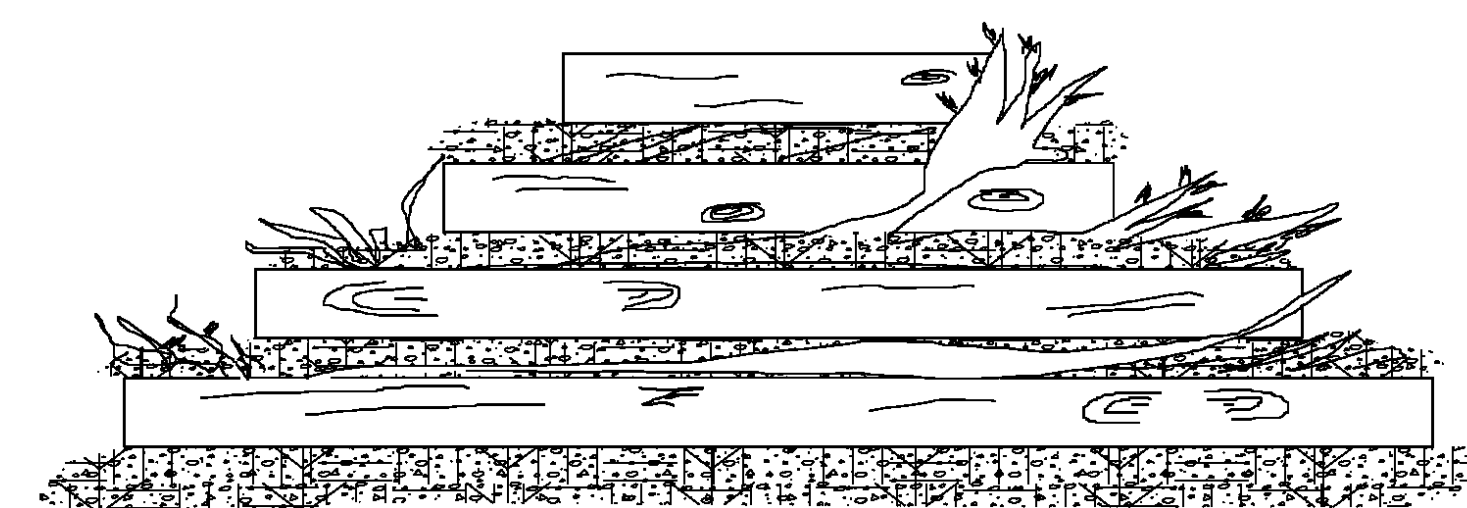
TEMPORARY EROSION CONTROL ITEMS REQUIRED FOR DETOURS		
ITEM	RATE	SEASONAL LIMITATIONS
STANDARD GROUND PREPARATION	---	---
COMBINATION FERTILIZER (13-13-13)	500 LBS/ACRE	---
SEEDING (BERMUDA GRASS)	10 LBS/ACRE	---
SEEDING (TALL FESCUE)	20 LBS/ACRE	AUGUST 15 TO MARCH 15
VEGETATIVE MATERIAL FOR MULCH	2 LBS/ACRE	---

NOTE: ALL VEGETATION ON THIS PROJECT SHALL BE PAID FOR UNDER AS OUTLINED IN THE BID PROPOSAL. ITEMS SHALL BE APPLIED USING THE RATES OF APPLICATION AS SHOWN ON THIS SHEET AND WILL NOT BE MEASURED FOR SEPARATE PAYMENT.

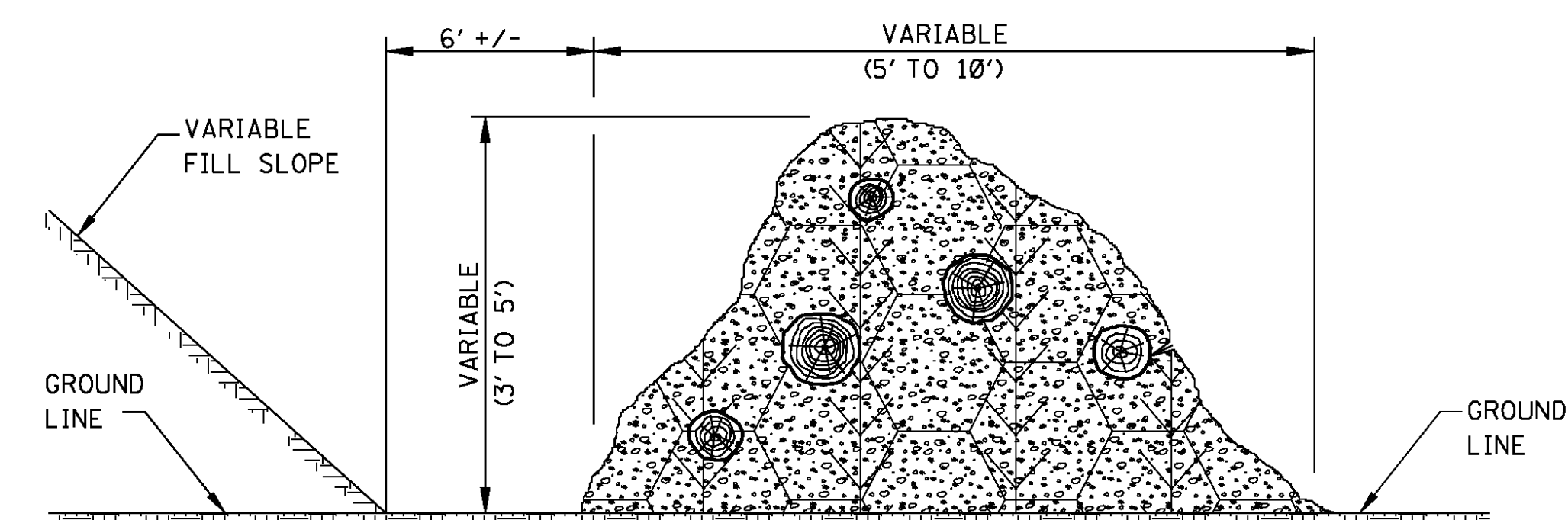
NO.	DATE	DESCRIPTION	BY
VEGETATION SCHEDULE			
ELAINE CIRCLE RETAINING WALL RECONSTRUCTION			
CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			
sdw Engineering Progress 301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 sd-w.com			
Drawn by: GYM\NMC		Checked by: NMC	
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Drawing No.: 1235-108		Sheet No. 6	



SEDIMENT BARRIER AT CROSS DRAIN



FRONT ELEVATION



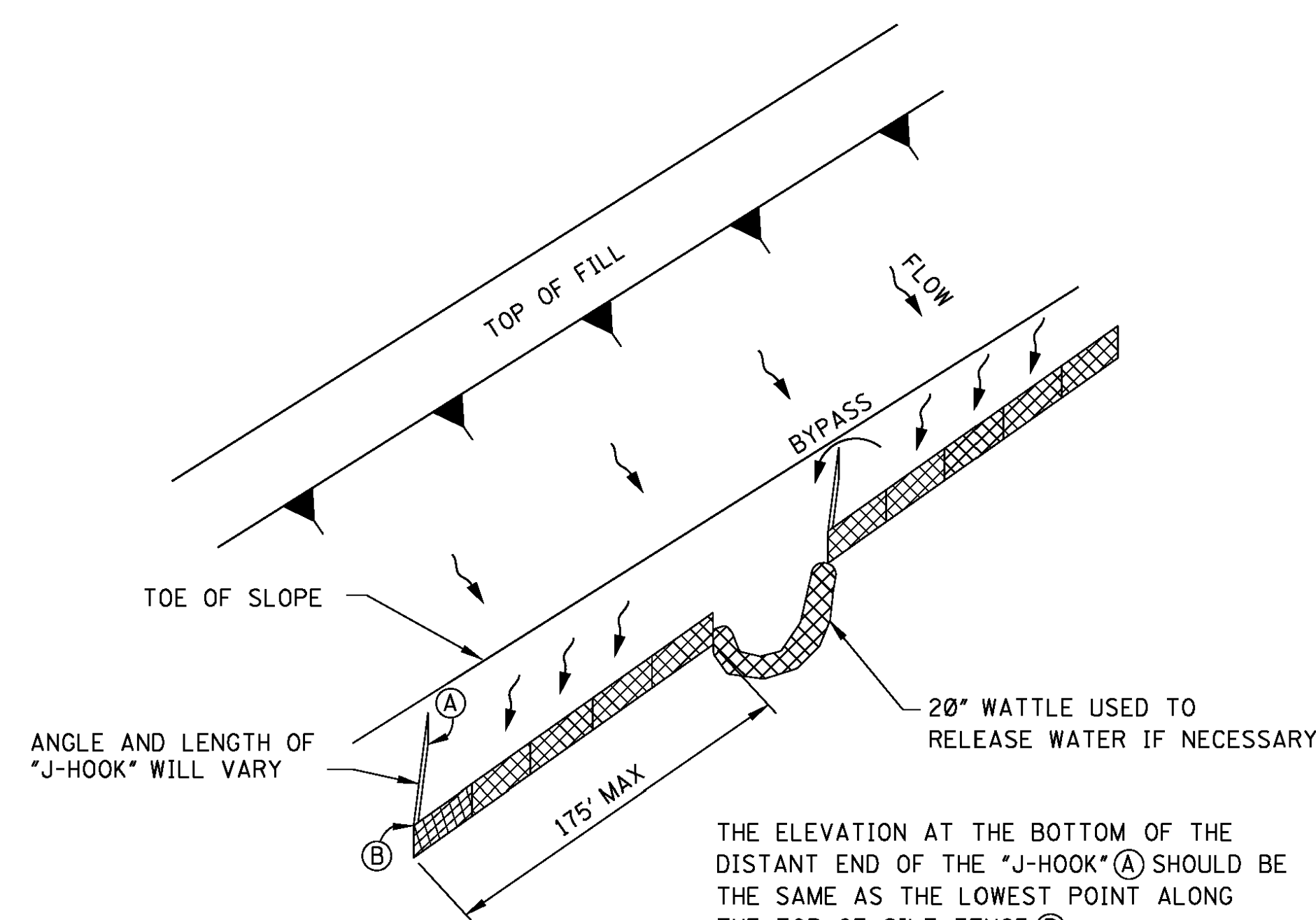
SIDE ELEVATION

TEMPORARY BRUSH BARRIER

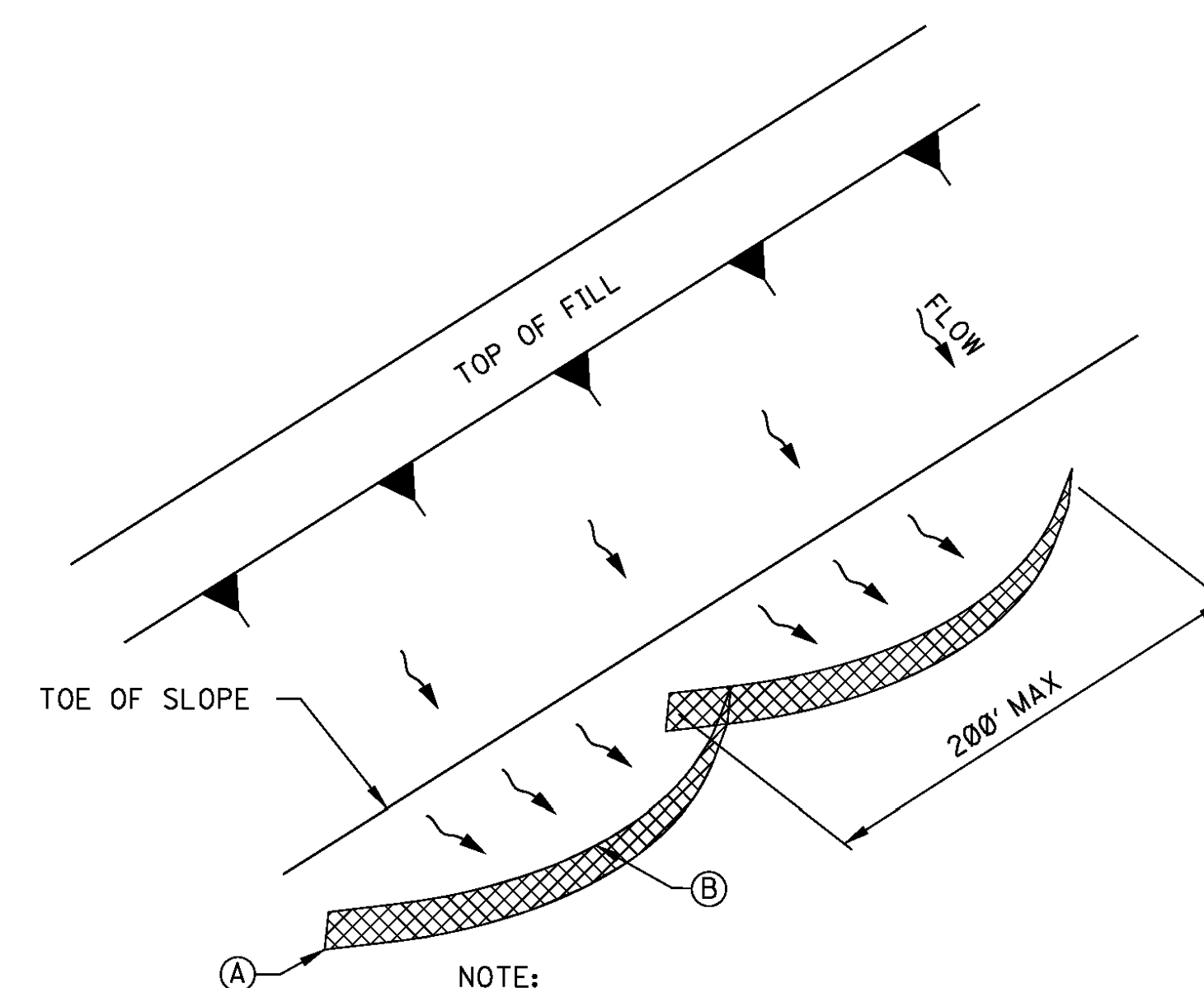
NOTES:

- NOTES:
1. BRUSH BARRIER MAY BE USED WHERE NATURAL GROUND IS LEVEL OR SLOPING AWAY FROM PROJECT.
 2. PLACE BRUSH, LOG AND TREE LAPS APPROXIMATELY PARALLEL TO TOE OF FILL SLOPE WITH SOME OF THE HEAVIER MATERIALS BEING PLACED ON TO TO PROPERLY SECURE THE BARRIER AS DETAILED AT LOCATIONS SHOWN ON PLANS OR AS DIRECTED OR PERMITTED BY THE ENGINEER.
 3. TO ALLOW WATER TO SEEP THROUGH BRUSH BARRIER, INTERMINGLE THE BRUSH, LOG AND TREE LAPS SO AS NOT TO FORM A SOLID DAM.
 4. THE BRUSH BARRIER MAY BE CHOKED WITH FILTER FABRIC. THE COST OF FABRIC TO BE INCLUDED IN OTHER ITEMS BID.
 5. TEMPORARY BRUSH BARRIER WILL NOT BE MEASURED FOR SEPARATE PAYMENT.

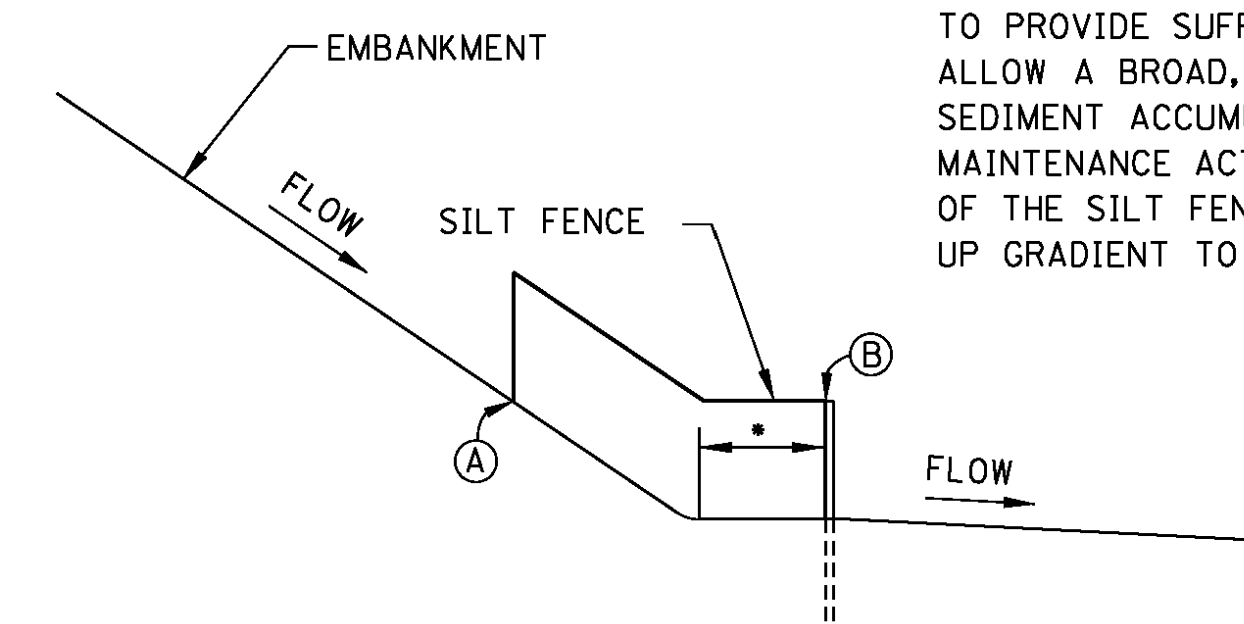
NOTE: ANCHOR AND INSTALL SILT FENCE PER DETAILS SHOWN ON WK. NO. ECD-3



"J-HOOK" SILT FENCE APPLICATION



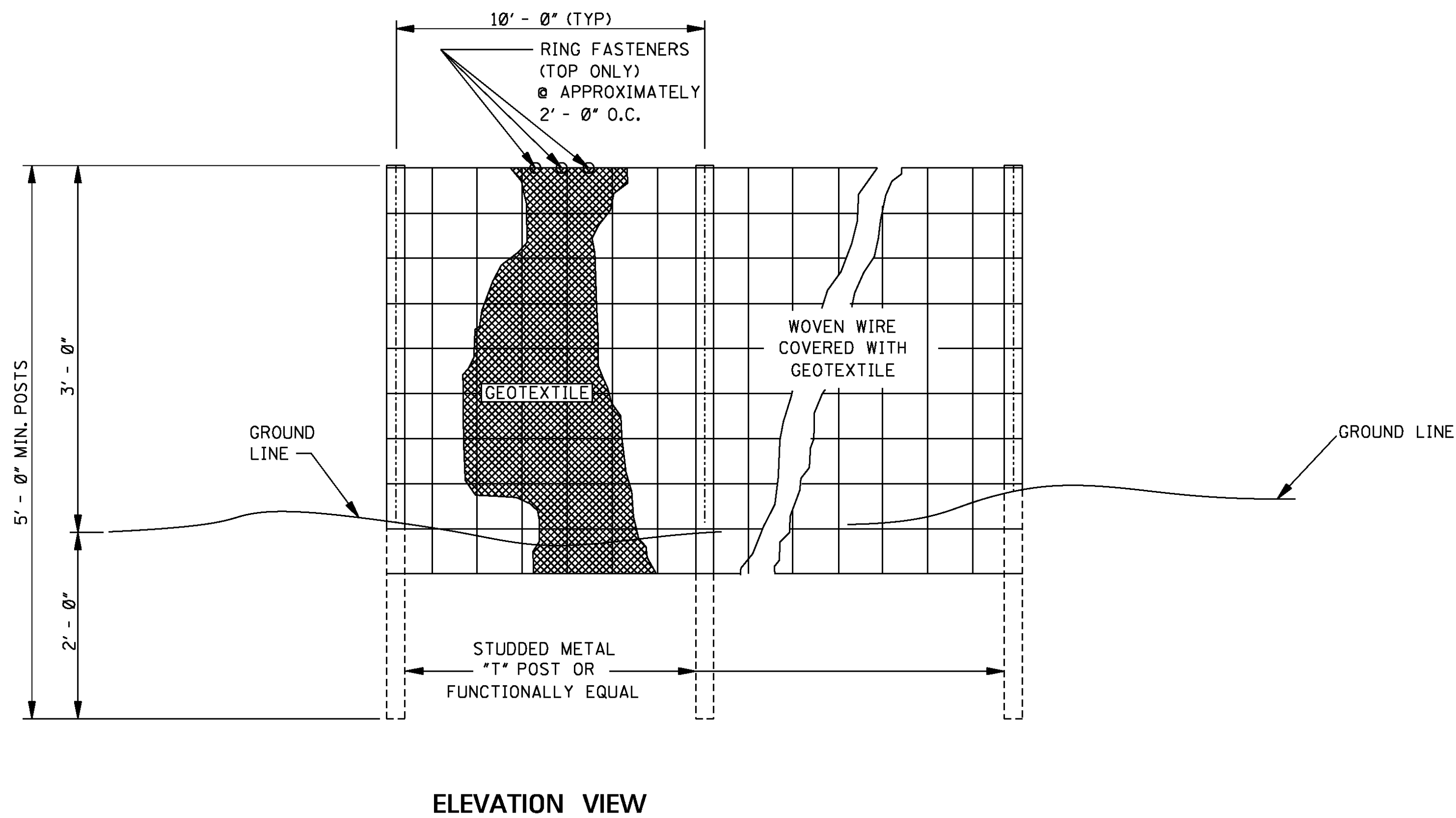
"SMILE-CONFIGURATION" SILT FENCE APPLICATION



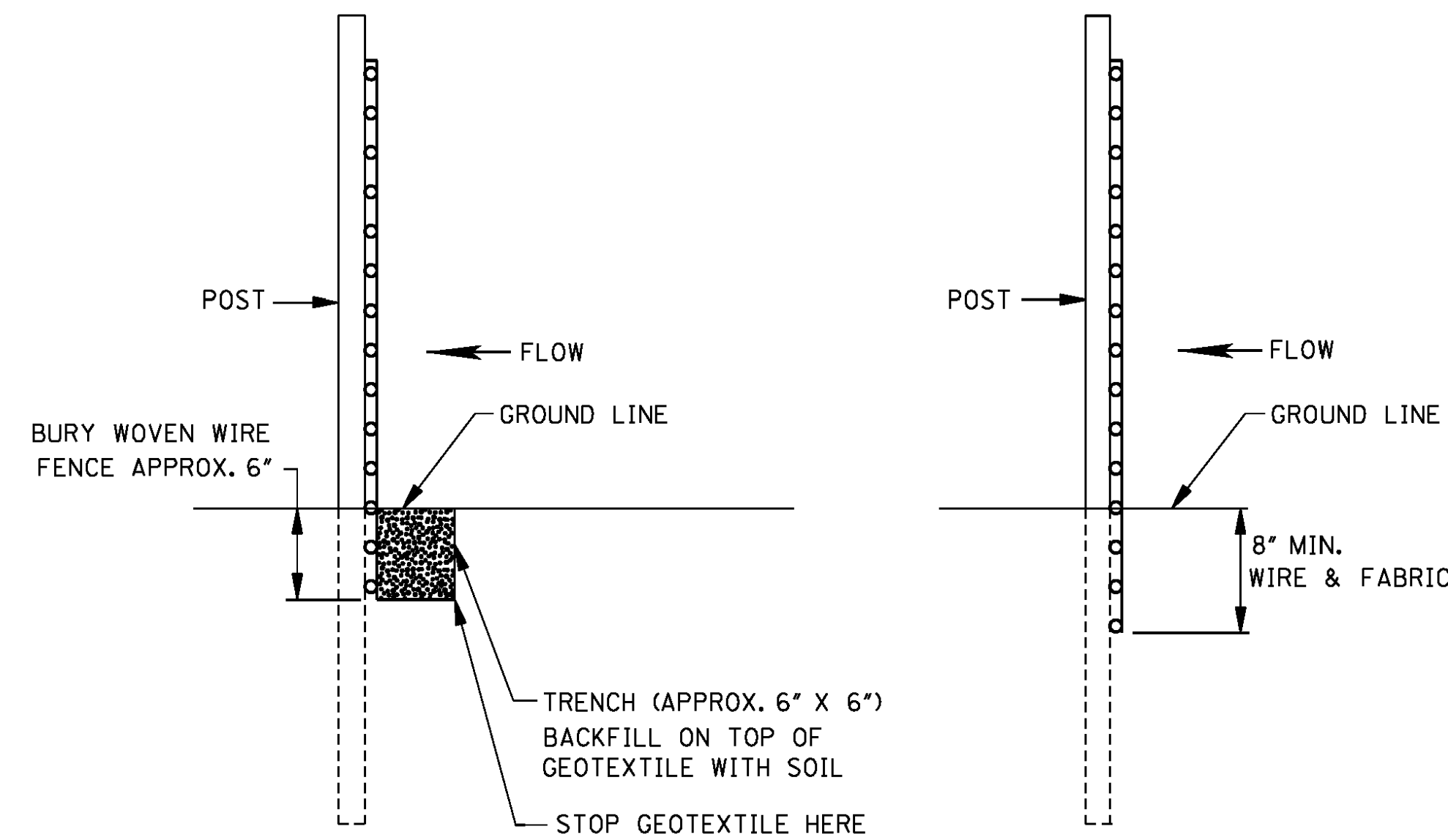
**SILT FENCE SECTION AT
TOE OF FILL**

- SILT FENCE SHOULD BE LOCATED AWAY FROM THE TOE OF THE SLOPE TO PROVIDE SUFFICIENT SPACE TO ALLOW A BROAD, FLAT AREA FOR SEDIMENT ACCUMULATION AND MAINTENANCE ACTIVITIES. THE ENDS OF THE SILT FENCE SHOULD BE TURNED UP GRADIENT TO MAXIMIZE STORAGE.

[illegible]



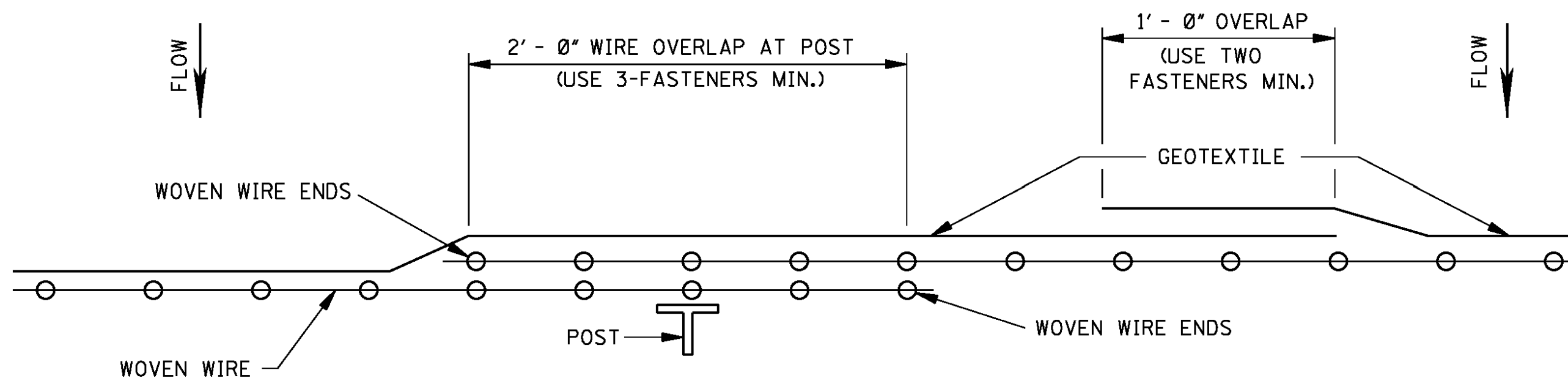
ELEVATION VIEW



METHOD I

METHOD II
MECHANICAL INSTALLATION

SIDE VIEW



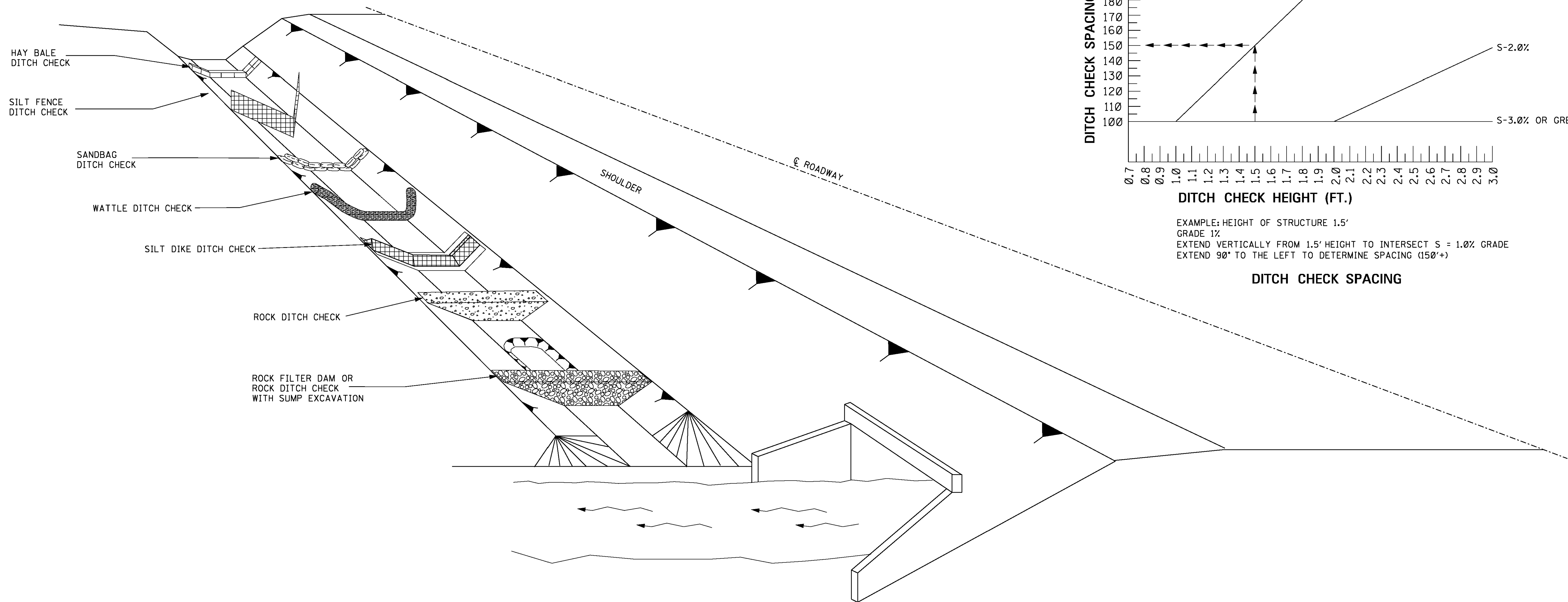
PLAN VIEW

REQUIRED LAPPING

GENERAL NOTES:

- SILT FENCES SHOULD BE USED IN AREAS WHERE FLOW IS NOT SEVERE.
- SILT FENCES ARE TEMPORARY SEDIMENT CONTROL ITEMS THAT SHOULD BE ERECTED OPPOSITE ERODIBLE AREAS SUCH AS NEWLY GRADED FILL SLOPES AND ADJACENT TO STEAMS AND CHANNELS.
- SILT FENCE SHOULD BE PLACED WELL INSIDE RIGHT-OF-WAY AND ALONG EDGE OF CLEARING LIMITS. THIS WILL ALLOW ROOM FOR BACK-UP FENCE IF FIRST FENCE BECOMES FULL.
- WHENEVER POSSIBLE SILT FENCE SHOULD BE CONSTRUCTED ACROSS A LEVEL AREA IN THE SHAPE OF A SMILE. THIS AIDS IN PONDING OF RUNOFF AN FACILITATES SEDIMENTATION.
- THE CONTRACTOR MAY ELECT TO USE EITHER METHOD I OR METHOD II. COST TO BE LINEAR FEET OF SILT FENCE.
- METHOD II INSTALLATION SHALL BE ACCOMPLISHED USING AN IMPLEMENT THAT IS MANUFACTURED FOR THE APPLICATION AND PROVIDES A CONFIGURATION MEETING THE REQUIREMENTS OF DETAIL.
- WIRE SHALL BE A MINIMUM OF 32" IN WIDTH AND SHALL HAVE A MINIMUM OF 6 LINE WIRES WITH 12" STAY SPACING.
- GEOTEXTILE FABRIC MEETING THE TYPE II MATERIAL REQUIREMENTS AND INSTALLED ACCORDING TO SPECIFICATION MAY BE USED WITHOUT WIRE FENCE.

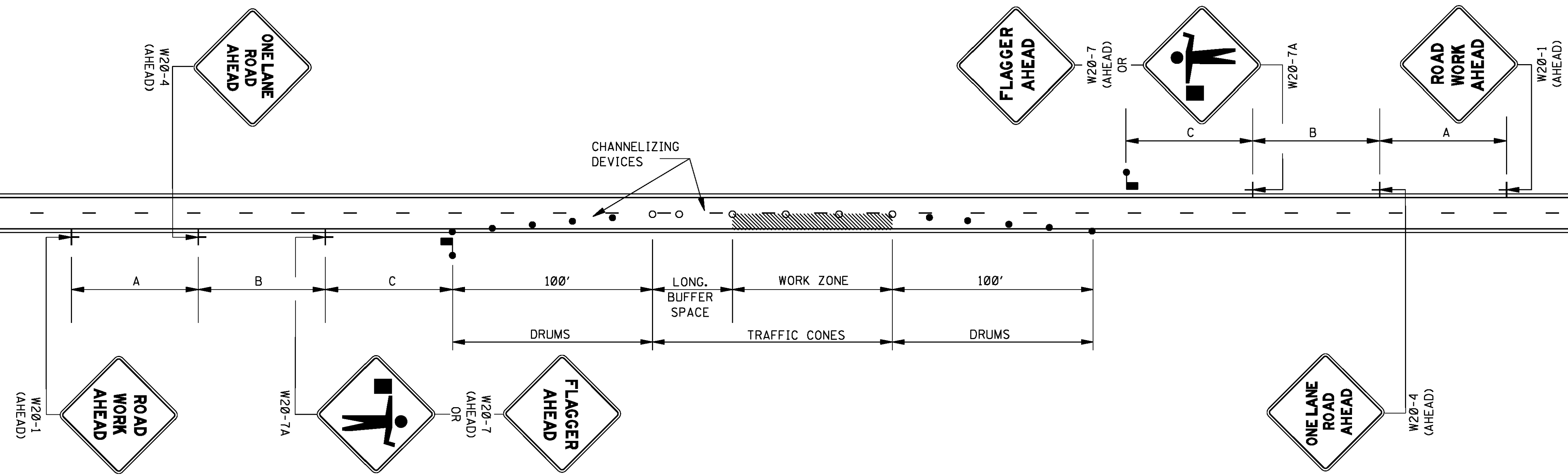
					BY	MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN
					REVISION	DETAILS OF SILT FENCE INSTALLATION
					DATE	WORKING NUMBER ECD-3
						SHEET NUMBER 6103
						ISSUE DATE: AUGUST 01, 2017



GENERAL NOTES:

1. THE DITCH CHECK PERSPECTIVE ILLUSTRATES A TOOL BOX OF TEMPORARY PRACTICES THAT MAY BE USED. DITCH CHECKS ARE INSTALLED TO CONTROL RUNOFF VELOCITY AND THUS REDUCE EROSION AND PROVIDE FOR TRAPPING OF SEDIMENTS.
2. SELECTION OF THE APPROPRIATE DITCH CHECK SHOULD BE A FUNCTION OF CONSTRUCTION PHASE, DRAINAGE AREA, DITCH GRADIENT, SOIL TYPE, ECONOMY AND SAFETY.
3. DITCH CHECKS CAN BE REMOVED FOR MAINTENANCE AND/OR REPLACEMENT BUT MUST REMAIN IN PLACE UNTIL UPSLOPE AREAS HAVE BEEN PERMANENTLY STABILIZED. MAINTENANCE INCLUDES REMOVAL OF SEDIMENT BEGINNING WHEN SEDIMENT ACCUMULATION REACHES $\frac{1}{3}$ THE CAPACITY OR HEIGHT OF THE STRUCTURE AND NEVER ALLOWING FOR SEDIMENT TO ACCUMULATE MORE THAN $\frac{1}{2}$ THE VOLUME OR HEIGHT OF THE DITCH CHECK STRUCTURE.
4. HAY BALES SHOULD BE USED TO INTERCEPT LOW VOLUME FLOWS IN LOW TO MODERATE GRADIENT DITCHES.
5. SILT FENCE DITCH CHECKS SHOULD BE USED WHERE IT HAS BEEN DETERMINED THAT HAY BALE CHECKS ARE INADEQUATE. SILT FENCE DITCH CHECKS SHOULD BE USED TO INTERCEPT LOW VOLUME FLOWS IN LOW TO MODERATE GRADIENT DITCHES.
6. SANDBAG DITCH CHECKS SHOULD BE USED FOR VELOCITY REDUCTION AND MINIMAL SEDIMENT TRAPPING IN CONCRETE PAVED DITCHES OR IN DITCHES THAT HAVE ROCK BOTTOMS.
7. WATTLE DITCH CHECKS CAN BE USED FOR VELOCITY REDUCTION AND CONTROL OF SEDIMENT TRANSPORT UNDER LOW TO MEDIUM FLOW CONDITIONS.
8. SILT DIKES CAN BE USED IN DITCHES WITH CONCENTRATED FLOWS WITHIN THE CLEAR ZONE WHERE RIPRAP CAN NOT BE USED. AS CONSTRUCTION PROGRESSES.
9. ROCK DITCH CHECKS WITH SUMP EXCAVATION CAN BE PLACED IN DITCHES TO ASSURE ON-SITE SEDIMENT TRAPPING REQUIREMENTS ARE MET. DITCH CHECK WITH SUMP EXCAVATION IS USED WHEN DITCHES RECEIVE DRAINAGE FROM CUT OR FILL SLOPES OR OTHER CRITICAL AREAS WHERE SOIL EROSION IS EXPECTED. DRAINAGE AREA FOR A TEMPORARY SEDIMENT TRAP SHOULD BE LIMITED TO 3 ACRES. THEY CAN BE USED IN SERIES TO INCREASE ON-SITE SEDIMENT TRAPPING EFFICIENCY.
10. DITCH CHECKS, IN NO CASE, SHALL BE PLACED IN LIVE STREAMS.
11. CONFIGURATION AND SPACING MAY BE ADJUSTED IF APPROVED BY THE ENGINEER TO ACCOMMODATE TRAVELWAY SAFETY, WATER FLOW, OR SOIL AND INSTALLATION CHALLENGES.

					BY	MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN	
					REVISION		
					DATE	ISSUE DATE: AUGUST 01, 2017	
						WORKING NUMBER ECD-4	
						SHEET NUMBER 6104	



LEGEND

- FLAGGER
- RETROREFLECTIVE FREE-STANDING PLASTIC DRUMS
- TRAFFIC CONES (28" HEIGHT MINIMUM)

GENERAL NOTES:

1. THE LOCATION OF CHANNELIZING DEVICES AND THE WORK AREA LAYOUT SHALL BE BASED ON THE CRITERIA IN THE FOLLOWING TABLE. FLAGGER STATIONS SHALL BE LOCATED SUCH THAT APPROACHING VEHICLES WILL HAVE SUFFICIENT DISTANCE TO STOP. VALUES IN STOPPING SIGHT DISTANCE COLUMN MAY BE USED AS A MINIMUM FOR THIS DISTANCE.

POSTED SPEED AND/OR DESIGN SPEED	MAXIMUM CHANNELIZING DEVICE SPACING (ft)		LONGITUDINAL BUFFER SPACE (ft)	STOPPING SIGHT DISTANCE
	TAPER	ALONG LANE LINE & WORK ZONE		
mph				
25	20	50	55	155
30	20	60	85	200
35	20	70	120	250
40	20	80	170	305
45	20	90	220	360
50	20	100	280	425
55	20	110	335	495
60	20	120	415	570
65	20	130	485	645

† NOTE: BUFFER SPACE MAY BE ADJUSTED AS NEEDED ACCORDING TO
ROADWAY GEOMETRY TO MEET SIGHT DISTANCE REQUIREMENTS,
AS DIRECTED BY THE ENGINEER.

2. ALL CHANNELIZING DEVICES SHALL BE A MINIMUM OF 28" IN HEIGHT.
3. DIAMOND SHAPED TRAFFIC CONTROL SIGNS SHALL BE A MINIMUM OF 36" x 36" AND BLACK COPY ON FLUORESCENT ORANGE SHEETING.
4. WHEN WORK ZONE IS NO LONGER NEEDED, ALL SIGNS SHALL BE COVERED OR REMOVED AND ALL CHANNELIZING DEVICES SHALL BE MOVED TO THE SHOULDER EDGE.
5. ADDITIONAL FLAGGERS MAY BE NEEDED AS DIRECTED BY THE ENGINEER.
6. WHEN WORK IS REQUIRED AT NIGHT, FLAGGER STATIONS SHALL BE ILLUMINATED.
7. CHANNELIZING DEVICE TYPES FOR:
 - A. APPROACH AND EXIT TAPERS- RETROREFLECTIVE PLASTIC DRUMS
 - B. ALONG LANE LINE AND WORK ZONE- TRAFFIC CONES (28" HEIGHT)
8. ALL TRAFFIC CONTROL ITEMS SHOWN ON THIS SHEET WILL NOT BE MEASURED FOR SEPARATE PAYMENT. THIS WORK SHALL BE INCLUDED IN THE PRICE BID FOR MAINTENANCE OF TRAFFIC.

DISTANCE BETWEEN SIGNS

ROAD TYPE	A	B	C
URBAN (35 MPH OR LESS)	100 FT.	100 FT.	100 FT.
URBAN (40 - 70 MPH)	350 FT.	350 FT.	350 FT.
RURAL	500 FT.	500 FT.	500 FT.
EXPRESSWAY / FREEWAY	1000 FT.	1500 FT.	2640 FT.

				B	MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN TRAFFIC CONTROL PLAN WITH FLAGGER (ONE-LANE CLOSURE OF TWO-WAY TRAFFIC)	 WORKING NUMBER TCP-1
				R		
				E		
				V		
				I		
				S		
			D	A	ISSUE DATE:	AUGUST 01, 2017
						SHEET NUMBER 6351

SPECIFICATIONS AND CONTRACT DOCUMENTS

FOR

ELAINE CIRCLE RETAINING WALL REPAIR

FOR THE

CITY OF HATTIESBURG



SEPTEMBER 2021

PREPARED BY:

**SHOWS, DEARMAN & WAITS, INC.
CONSULTING ENGINEERS**

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9-27-2021



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 December 2, 2021 in the City Council Chambers at City Hall, 200 Forrest Street, Hattiesburg, MS 39401, and then at said location opened and read aloud for furnishing the City's requirements for the following:

ELAINE CIRCLE RETAINING WALL REPAIR HATTIESBURG, MISSISSIPPI

Official bid documents can be downloaded from www.sd-wprojects.com. Electronic bids can be submitted at www.sd-wprojects.com. For any questions relating to the electronic bidding process, please call Plan House at 662-407-0193. All bids must be accompanied by bid security equal to 5% of the amount of the bid, in the form of a certified check, cashier's check or a bid bond written by a company properly licensed in Mississippi.

Each BID must be received sealed and marked EXACTLY as follows:

BID: ELAINE CIRCLE RETAINING WALL REPAIR HATTIESBURG, MISSISSIPPI

No bid may be withdrawn for a period of sixty (60) days. The lowest and best proposal received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated and Amended, and other applicable State law; but the Council reserves the right to reject any or all proposals received and to waive informalities.

PUBLISHED by Order of the Council on the 19th day of October, 2021.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
Kermas Eaton, City Clerk

Publish on October 27, 2021 and November 3, 2021
City of Hattiesburg
Return PROOF to SDW, Inc.
301 Second Avenue
Hattiesburg, MS 39401

INFORMATION FOR BIDDERS

BIDS will be received by City of Hattiesburg , MS herein called the "OWNER", at City Hall until 10:00 AM on December 2 , 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 **ELAINE CIRCLE RETAINING WALL REPAIR, Hattiesburg, Mississippi** and the envelope should bear on the outside the BIDDER'S name, address, and license number if applicable. If forwarded by mail, the sealed BID shall be included in a delivery package addressed to the Owner at 200 Forrest Street, Hattiesburg, MS 39401.

All BIDS must be made on the required BID form. All blank spaces for BID prices must be filled in, in ink or typewritten, and the BID form must be completed and executed when submitted. Only one copy of the BID form is required.

The OWNER may waive any informalities or minor defects or reject any and all BIDS. Any BID may be withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered. No BIDDER may withdraw a BID within 60 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the OWNER and the BIDDER.

BIDDERS must satisfy themselves of the accuracy of the estimated quantities in the BID Schedule by examination of the site and a review of the drawings and specifications including ADDENDA. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of WORK or of the nature of the WORK to be done.

The OWNER shall provide to BIDDERS prior to BIDDING, all information which is pertinent to, and delineates and describes, the land owned and rights-of-way acquired or to be acquired.

The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent, or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the contract.

Each BID must be accompanied by a BID BOND payable to the OWNER for five percent (5%) of the total amount of the BID. As soon as the BID prices have been compared, the OWNER will return the BONDS of all except the three lowest responsive, responsible BIDDERS upon request of the BIDDER. When the Agreement is executed the BONDS of

the two remaining unsuccessful BIDDERS will be returned upon request of the BIDDER. The BID BOND of the successful BIDDER will be retained until the PAYMENT BOND and PERFORMANCE BOND have been executed and approved, after which it will be returned upon request of the BIDDER. A certified check may be used in lieu of a BID BOND.

A PERFORMANCE BOND and a PAYMENT BOND, each in the amount of 100 percent (100%) of the CONTRACT PRICE, with a corporate surety approved by the OWNER, will be required for the faithful performance of the contract.

Attorneys-in-fact who sign BID BONDS or PAYMENT BONDS and PERFORMANCE BONDS must file with each BOND a certified and effective dates copy of their Power of Attorney.

The party to whom the contract is awarded will be required to execute the Agreement and obtain the PERFORMANCE BOND and PAYMENT BOND within ten (10) calendar days from the date when NOTICE OF AWARD shall be accompanied by the necessary Agreement and BOND forms. In case of failure of the BIDDER to execute the Agreement, the OWNER may consider the BIDDER in default, in which case the BID BOND accompanying the proposal shall become the property of the OWNER.

The OWNER within thirty (30) days of receipt of acceptable PERFORMANCE BOND, PAYMENT BOND and Agreement signed by the party to whom the Agreement was awarded, shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the OWNER not execute the Agreement within such period, the BIDDER may by WRITTEN NOTICE withdraw the signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER.

The NOTICE TO PROCEED shall be issued within thirty (30) days of the execution of the Agreement by the OWNER. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period; the time may be extended by mutual agreement between the OWNER and CONTRACTOR. If the NOTICE TO PROCEED has not been issued within the thirty (30) day period or within the period mutually agreed upon, the CONTRACTOR may terminate the Agreement without further liability on the part of either party.

The OWNER may make such investigations as deemed necessary to determine the ability of the BIDDER to perform the WORK, and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the Agreement and to complete the WORK contemplated therein.

A conditional or qualified BID will not be accepted.

Award will be made to the lowest and best responsive and responsible BIDDER.

All applicable Laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the contract throughout.

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to his BID.

FURTHER, the BIDDER agrees to abide by the requirements under Executive Order No. 11246, as amended, including specifically the provisions of the equal opportunity clause.

The BIDDER shall supply the names and addresses of major material SUPPLIERS and SUBCONTRACTORS when required to do so by the OWNER.

The ENGINEER is SHOWS, DEARMAN & WAITS, INC. The address of the ENGINEER is 301 2nd Avenue, HATTIESBURG, MISSISSIPPI.

PROPOSAL FORM

I (we) agree to begin work within (10) calendar days after the issuance of Notice to Proceed, and to complete the work within 60 calendar days thereafter.

It is understood that the quantities of work listed for unit prices bid are approximate and are intended to merely indicate the general scope of the various items entering into the complete work and for comparison of bids. It is further understood and agreed that the Owner may increase or decrease the quantities listed in the Proposal and that no change in the unit prices proposed shall be occasioned thereby.

The undersigned further agrees that the unit and lump sum prices quoted include all items of work required or necessary for the accomplishment of the projected work and that these items include all work indicated on the Plans and Specifications for which no specific pay items have been established.

The undersigned certifies that the bid prices contained herein have been carefully checked and are submitted as correct and final.

If within sixty (60) days the scheduled closing time for receipt of bids, this Proposal is accepted, the undersigned will execute a formal contract within ten (10) days after official notification thereof, will deliver a surety bond for the faithful performance of this contract, and will complete the work within the time specified from the date of execution of the contract.

Respectfully Submitted,

Authorized by:

ADDRESS

ELAINE CIRCLE RETAINING WALL REPAIR

PROPOSAL FORM

Item	Description	Unit	Quantity	Unit Price	Extension
1	Mobilization	LS	1.0		
2	Clearing and Grubbing	LS	1.0		
3	Removal of Existing Retaining Wall	LS	1.0		
4	Retaining Wall System (Per MDOT Specification Section 809)	SF	1,382.0		
5	Maintenance of Traffic	LS	1.0		
6	Grassing	LS	1.0		
7	Solid Sod	SF	900.0		
				BID TOTAL	

ALL ITEMS NOT LISTED AND REQUIRED FOR CONSTRUCTION BY THE PLANS AND SPECIFICATIONS SHALL BE ABSORBED INTO THE LISTED PROPOSAL ITEMS

Base Bid Respectfully Submitted, Name of Firm or Bidder: _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS: that we, the under signed, _____
_____ Principal, and _____
_____ as Surety, are hereby held and firmly bound unto the City of Hattiesburg as Owner in the penal sum of 5% (Five Percent) for payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this _____ day of _____, 20_____.

The Condition of the above obligation is such that whereas the Principal has submitted to a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the following project:

**ELAINE CIRCLE RETAINING WALL REPAIR
HATTIESBURG, MISSISSIPPI**

NOW, THEREFORE,

(a) If said BID shall be rejected, or

(b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year set forth above.

PRINCIPAL

SURETY

BY: _____

IMPORTANT: Surety companies executing BONDS must appear on the Treasure Department's most current line (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 20____ by and between _____ hereinafter called the CONTRACTOR, the City of Hattiesburg hereinafter called the OWNER, Witnesseth that the CONTRACTOR and the OWNER, for the consideration hereafter named and agrees as follows.

ARTICLE 1: SCOPE OF WORK

The CONTRACTOR agrees to furnish all tools, labor, equipment, materials, and supplies required to be furnished, and perform all work required under and in accordance with the plans entitled:

ELAINE CIRCLE RETAINING WALL REPAIR HATTIESBURG, MISSISSIPPI

which are on file at the office of the OWNER, and the Specifications, Proposals, General and Special Conditions, attached hereto and made a part hereof as fully as though copied herein, under the direct supervision and to the entire satisfaction of the OWNER and in accordance with the Laws of the State of Mississippi.

ARTICLE 2: THE CONTRACT SUM

It is further agreed and understood by and between the parties hereunto that the OWNER agrees to pay and the CONTRACTOR agrees to accept full and final compensation for all work done under this agreement, the lump sum amount adjusted for variation of quantities at the unit prices named in the Proposal, which is hereto attached, such payment to be made in lawful money of the United States, at the time and in the manner hereinafter set forth.

ARTICLE 3: TIME OF COMPLETION

The CONTRACTOR agrees, for the consideration above expressed, to begin and complete the work within the time specified in the Proposal. If the CONTRACTOR fails to complete the work in the time specified, he shall pay the OWNER as **liquidated damages**, ascertained and agreed, and not in the nature of a penalty, the sum of **\$750.00** for each day delayed, which shall be deducted from the final amount to be paid under the contract; provided that the extension of time with the waiver of liquidation damages may be granted as provided for in the Specifications. The Contractor and the Contractor's Sureties shall be liable for all liquidated damaged in excess of money due the Contractor.

ARTICLE 4: PROGRESS PAYMENTS

The OWNER agrees to make progress payments during the construction as provided herein as follows:

The CONTRACTOR will on or before the tenth (10th) day of each month make an estimate of the value of the work done, based on contract prices, and submit to the ENGINEER, along with an affidavit by the CONTRACTOR that progress payments theretofore received from OWNER have discharged in full all the CONTRACTOR's obligations stated in prior progress payments. ENGINEER will recommend partial payment to the OWNER within a reasonable time of receipt of CONTRACTOR's estimate based on the ENGINEER's estimated quantities.

The OWNER agrees to pay the CONTRACTOR one hundred percent (100%) of the value of the work done each month, less retainage in accordance with MS Code of 1972 Section 31-5-33 until final acceptance of the work has been made. If defective and/or materials are discovered or reasonable doubt arises to the integrity of any part of the work for which partial payment has been allowed, a deduction from subsequent estimates in the amount equal to the work in question will be made until the defects have been remedied or the cause for doubt removed.

ARTICLE 5: ACCEPTANCE AND FINAL PAYMENT

Upon receipt of written notice that the work is ready for final acceptance and inspection, the ENGINEER shall promptly make such inspection, and when he finds the work acceptable under the contract, and the contract fully performed, he shall promptly issue a final certificate, over his own signature, stating that the work provided for in this Contract has been completed and is accepted by him under the terms and conditions thereof. Then, the entire balance shall be due the CONTRACTOR within forty-five (45) days the date of said final acceptance and receipt of the closeout documents required per the Supplement to General Conditions and recommendation of the same to the OWNER.

Before issuance of final certificate, the CONTRACTOR shall submit evidence satisfactory to the ENGINEER that all payrolls, materials, bills, and other indebtedness connected with the work have been paid.

The making and acceptance of the final payment shall constitute a waiver of all claims by the OWNER, other than those arising from unsettled liens, from faulty work or materials appearing within one (1) year after payment, or claims previously made and still unsettled.

If, after the work has been substantially completed, full completion thereof is materially delayed through no fault of the CONTRACTOR, and the ENGINEER, so certifies, the OWNER shall, upon certificate of the ENGINEER and without terminating the Contract, make payment of the balance due for that portion of the work fully completed and

accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

ARTICLE 6: THE PERFORMANCE BOND

The CONTRACTOR agrees to furnish a bond, with an approved surety thereon guaranteeing the performance of this contract, in no less than one hundred percent (100%) of the amount of the Contract. Said Bond shall be conditioned on full and complete performance of the Contract, and for the payment of all labor and materials for a period of one (1) year after completion. The Surety on said Bond shall be a surety company of financial resources satisfactory to the OWNER and authorized to do business in the State of Mississippi.

ARTICLE 7 INSURANCE

The CONTRACTOR agrees to also carry public liability insurance, property damage insurance, and workman's compensation insurance in amounts as required by the specifications.

WITNESSETH: that for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of the project specified herein.
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the project described herein.
3. The CONTRACTOR will commence the work required by the "Contract Documents" and complete the project on or before the completion date unless the period for completion is extended otherwise by the "Contract Documents."
4. The CONTRACTOR agrees to perform all of the work described in the "Contract Documents" and comply with the terms therein for the sum as shown in the bid schedule.
5. The term "Contract Documents" means and includes the following:

Advertisement for Bids	Notice of Award
Instructions to Bidders	Notice to Proceed
Bid	Change Order
Bid Bond	General Conditions
Contract Agreement	Supplemental General Conditions
Payment Bond	Technical Specifications

6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the "General Conditions" such amounts as required by the "Contract Documents."
7. This "Contract Agreement" shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

OWNERS:

SEAL

City of Hattiesburg

Authorized by:

DATE

(Printed Name & Title)

ATTEST _____

CONTRACTOR:

SEAL

DATE

ATTEST _____

IMPORTANT NOTE: Surety companies executing bonds must appear on the US Treasury Department's most current list (Circular 570, as amended) and be authorized to transact business in the state where the project is located.

PAYMENT AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: THAT WE, the Undersigned _____ (hereinafter called the Principal), a corporation, partnership or individual duly unauthorized by law to do business as a construction contractor in the State of Mississippi, and _____ of _____ (herein called the Surety), a corporation duly authorized to do surety business under the laws of the State of Mississippi, are held and firmly bound unto the City of Hattiesburg, MS (hereinafter called the Obligee), a Municipality existing under the laws of the State of Mississippi, in the penal sum of _____ Dollars (_____) lawful money of the United States, for the payment of which well and truly to be made, the said Principal and the said Surety do hereby bind ourselves, our heirs, executors, administrators and assigns, jointly and severally, by these presents, as follows:

The Condition of this obligation is such that; whereas Principal by an instrument in writing attached hereto and bearing date of _____ has agreed with said Obligee to do all work necessary and to furnish labor, materials, tools, supplies and services to construct **ELAINE CIRCLE RETAINING WALL REPAIR, HATTIESBURG, MISSISSIPPI** as shown on Plans and specified thereby in the Specifications, Proposal and other Contract Documents hereto attached.

NOW THEREFORE, if said Principal shall well and truly in good, sufficient and workmanlike manner, and to the satisfaction of Obligee perform and complete the work required, and shall defend, indemnify and save harmless said Obligee against all damages, claims, demands, expense and charge of every kind (including claims of patent infringement) arising out of injury or damage to persons or property by reason or arising from any act, omission or neglect of said Principal, his agent, servants or employees with relation to said work; and shall pay all cost, charges, rentals and expenses for labor, material, supplies and equipment and deliver the said improvement to Obligee completed and ready for occupancy or operation, and free from all liens, encumbrances or claims for labor, material or otherwise; and shall pay all other expenses lawfully chargeable to Obligee by reason of any default or neglect of the said Principal in the relation of said agreement and said work, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED FURTHER, that the said surety for value received hereby stipulates and agrees that no charge, extension of time, alteration or addition to the terms of the Contract, or the work to be performed thereunder, or the Specifications accompanying the same, shall in any way affect its obligation on this bond and does hereby waive notice of any change, extension of time, alteration or addition to the terms of the Contract, or to the work, or to the Specifications.

PROVIDED FURTHER, that if Principal, or his, or its subcontractor or subcontractors fail to duly pay for any labor, materials, team hire, sustenance provisions or any other supplies or materials used or consumed by such Principal or his, their or its subcontractors in performance of the work contracted to be done, the Surety will pay the same in any amount not exceeding the sum specified in the bond, together with interest as provided by law.

IN WITNESS THEREOF: Said Principal and Surety have hereunto set their hands and seals at _____ this _____ day of _____, 20__.

(SEAL)

WITNESSES:

PRINCIPAL

ADDRESS

Name of person executing for Principal

TITLE

SURETY

ADDRESS

WITNESSES:

Name of person executing for Surety

TITLE

GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS

Wherever used in these General Conditions or in the other Contract Documents, the following terms shall have the meaning indicated which shall be applicable to both the singular and plural thereof.

ACCEPTANCE: By the OWNER of the Work as being fully complete in accordance with the Contract Documents.

AGREEMENT: The written agreement between the OWNER and the CONTRACTOR covering the Work to be performed: The Contract Documents are attached to and made a part of the Agreement. Also designated as the Contract.

ADDENDA: Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the Contract Documents, Drawings and Specifications, by addition, deletions, clarifications or corrections.

APPLICATION FOR PAYMENT: The form furnished by the ENGINEER which is to be used by the CONTRACTOR in requesting progress payments and an affidavit of the CONTRACTOR that progress payments theretofore received from the OWNER on account of the WORK have been applied by the CONTRACTOR to discharge in full all of the CONTRACTOR'S obligations stated in prior Applications for Payment.

APPROVAL: Accept as satisfactory.

BID: The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

BIDDER: Any person, firm or corporation submitting a Bid for the Work.

BONDS: Bid, performance and payment bonds and other instruments of security furnished by the CONTRACTOR and his surety in accordance with the Contract Documents and in accordance with the law of the place of the project.

CHANGE ORDER: A written order to the CONTRACTOR signed by the OWNER authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time issued after execution of the Agreement.

CONTRACT DOCUMENTS: The Agreement, Addenda, Instruction's to Bidders, CONTRACTOR'S BID, the Bonds, the Notice of Award, these General Conditions,

the Supplementary conditions, Special Conditions, Technical Conditions, the Specifications, Drawings and Modifications, and Notice to Proceed.

CONTRACT PRICE: The total moneys payable to the CONTRACTOR under the Contract Documents.

CONTRACT TIME: The number of calendar days stated in the Agreement for the completion of the Work.

CONTRACTING OFFICER: The OWNER (Grantee) - The individual who is authorized to sign the contract documents on behalf of the OWNER'S governing body.

CONTRACTOR: The person, firm or corporation with whom the OWNER has executed the Agreement.

DAY: A calendar day of twenty-four hours measured from midnight to the next midnight.

DRAWINGS: The drawings which show the character and scope of the Work to be performed and which have been prepared or approved by the ENGINEER and are referred to in the Contract Documents.

ENGINEER: The person, firm or corporation named as such in the Contract Documents.

FIELD ORDER: A written order issued by the ENGINEER which clarifies or interprets the Contract Documents in accordance with Paragraph 9.3 or orders minor changes in the Work in accordance with paragraph 10.2.

HE, HIS, AND HIM: These are several pronouns that shall represent both male and female genders.

MODIFICATION: (a) A written amendment of the Contract Documents signed by both parties, (b) a Change Order (c) a written clarification or interpretation issued by the ENGINEER in accordance with paragraph 9.3 or (d) a written order for a minor change or alteration in the Work issued by the ENGINEER pursuant to paragraph 10.2. A modification may only be issued after execution of the Agreement.

NOTICE OF AWARD: The written notice by OWNER to the apparent successful Bidder stating that upon compliance with the conditions precedent to be fulfilled by him within the time specified, OWNER will execute and deliver the Agreement to him.

NOTICE TO PROCEED: A written notice given by OWNER to CONTRACTOR (with a copy to ENGINEER) fixing the date on which the Contract Time will commence to run and on which CONTRACTOR shall start to perform his obligations under the Contract Documents.

OWNER: A public body or authority, corporation, association, partnership, or individual for whom the Work is to be performed.

PROJECT: The entire construction to be performed as provided in the Contract Documents.

CONSTRUCTION OBSERVER, RESIDENT INSPECTOR, CONSTRUCTION INSPECTOR, PROJECT REPRESENTATIVE: An authorized representative of the ENGINEER assigned to observe the Work performed and materials furnished by the CONTRACTOR or such other person as may be appointed by the OWNER as his representative. The CONTRACTOR shall be notified in writing of the identity of this representative.

SHOP DRAWINGS: All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the CONTRACTOR, a Subcontractor, manufacturer, supplier or distributor and which illustrate the equipment, material or some portion of the Work and as required by the Contract Documents.

SAMPLES: Physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

SPECIFICATIONS: Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work.

SUBCONTRACTOR: An individual, firm or corporation having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the site.

SUBSTANTIAL COMPLETION: Substantial completion may be granted for all or portions of the work prior to final completion and stopping of contract time. Substantial completion is defined as the date when the construction is sufficiently completed in accordance with the contract documents so that the project or specified part of the project can be utilized for the purpose for which it was intended. The contract provides that the retainer may be reduced for that portion of the work which substantial completion is granted, but the granting of substantial completion will not stop contract time or liquidated damages.

SUPPLEMENTARY GENERAL CONDITIONS: Federal and State conditions in effect at time of submission of Bid in addition to those Supplementary General Conditions attached here to.

SUPPLIER: Any person or organization who supplies materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the site.

SPECIAL CONDITIONS: When included as a part of the Contract Documents, Special Conditions refer only to the Work under this Contract.

SURETY: The corporate body which is bound with the CONTRACTOR and which engages to be responsible for the CONTRACTOR and his acceptable performance of the Work.

WORK: Any and all obligations, duties and responsibilities necessary to the successful completion of the Project assigned to or undertaken by CONTRACTOR under the Contract Documents, including all labor, materials, equipment and other incidentals, and the furnishing thereof.

WRITTEN NOTICE: The term "Notice" as used herein shall mean and include all written notices, demands, instructions, claims, approvals, and disapprovals required to obtain compliance with Contract requirements. Written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or to an authorized representative of such individual, firm or corporation, or if delivered at or sent by registered mail to the last business address known to him who gives the notice. Unless otherwise stated in writing, any notice to or demand upon the OWNER under this Contract shall be delivered to the OWNER through the ENGINEER.

ARTICLE 2 - PRELIMINARY MATTERS:

AWARD:

2.1 The award of the Contract, if it is awarded, will be to the lowest and best responsible, responsive Bidder. No Notice of Award will be given until the OWNER has concluded such investigations as he deems necessary to establish the responsibility, qualifications, and financial ability of the Bidders to do the Work in accordance with the Contract Documents to the satisfaction of the OWNER within the time prescribed. The OWNER reserves the right to reject the BID of any Bidder who does not pass such investigation to the OWNER'S satisfaction. In analyzing Bids, the OWNER may take into consideration alternates and unit prices, if requested by the Bid Form. If the Contract is awarded, the OWNER will issue the NOTICE of AWARD and give the successful Bidder a contract for execution with sixty (60) days after opening of Bids.

EXECUTION OF AGREEMENT:

2.2 At least three counterparts of the Agreement and such other Contract Documents will be executed and delivered by CONTRACTOR to the ENGINEER within 10 days of receipt from the OWNER.

FORFEITURE OF BID SECURITY:

2.3 Failure of the successful Bidder to execute and deliver the Agreement and deliver the required Bonds as stipulated in paragraph 2.3 shall be just cause for the OWNER to annul the Notice of Award and declare the Bid and any security therefore forfeited.

The quantities appearing in the bid schedule are approximate and have been prepared for comparison of bids. The OWNER does not guarantee or assume any responsibility that quantities shown on the plans will not vary during actual construction of the contract. The CONTRACTOR further acknowledges the possibility of variation of quantities, shall be precluded from claiming in the construction of the project, and the CONTRACTOR shall not claim deception or misunderstanding because of any variation in quantities, location, character of work, or any other condition. Payment will be made only for actual quantities of work performed.

The OWNER makes no guarantees regarding the character or extent of water levels, soil, rock, utilities, or any other subsurface condition the BIDDER may encounter during work. The OWNER requires BIDDERS to make their own evaluation of subsurface soil conditions and to determine how these conditions may affect methods of construction.

CONTRACTOR'S PRE-BID REPRESENTATIONS:

2.4 CONTRACTOR represents that he has familiarized himself with, and assumes full responsibility for having familiarized himself with, the nature and extent of the Contract Documents, Work, Locality, and local conditions and will obey all federal, state, and local laws, ordinances, rules and regulations that may in any manner affect performance of the Work, and represents that he has correlated his study and observations with the requirements of the Contract Documents. CONTRACTOR also represents that he has studied all surveys and investigation reports of subsurface and latent physical conditions referred to in the Specifications and made such additional surveys and investigations as he deems necessary for the performance of the Work at the Contract Price in accordance with the requirements of the Contract Documents and that he has correlated the results of all such data with the requirements of the Contract Documents.

COMMENCEMENT OF CONTRACT TIME:

2.5 The Contract Time will commence to run in accordance with the Notice to Proceed.

STARTING THE PROJECT:

2.6 CONTRACTOR shall start to perform his obligations under the Contract Documents on the date when the Contract Time commences to run. No Work shall be done at the site prior to the date on which the Contract Time commences to run, except with the written consent of the OWNER.

BEFORE STARTING CONSTRUCTION:

2.7 Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. He shall at once report in writing to ENGINEER any conflict, error or discrepancy which he may discover; however, he shall not be liable to OWNER or ENGINEER for his failure to discover any conflict, error or discrepancy in the Drawings or Specifications. CONTRACTOR shall pot-hole existing utilities to ascertain exact location throughout the entire project. CONTRACTOR shall notify the ENGINEER any such locations of utilities which will prevent the work from being performed as designed, any work performed in which conflicts with an existing utility shall be remedied by the CONTRACTOR at his sole expense.

SCHEDULE OF COMPLETION:

2.8 Within ten (10) days after delivery of the Notice to Proceed by OWNER to CONTRACTOR, CONTRACTOR shall submit to ENGINEER an estimated progress schedule with earnings indicating the starting and completion dates of the various stages of the Work, and a preliminary schedule of Shop Drawing submissions. (See paragraphs 6.22 through 6.26.) The ENGINEER shall review and return this schedule or require revisions thereto within 14 days of its submittal. If there is more than one CONTRACTOR involved in a project, the responsibility for coordinating the Work of all CONTRACTORS shall be as provided in the Special Conditions.

2.9 At a time deemed appropriate by the OWNER to but before starting the Work at the site, a preconstruction conference may be held to review the above schedules, to establish procedures for handling shop drawings and other submissions and for processing Applications for Payment, and to establish a working understanding between the parties as to the project. Present at the conference will be the OWNER or his representative, ENGINEER, Resident Project Representatives, CONTRACTOR and his Superintendent.

QUALIFICATION OF SUBCONTRACTORS MATERIALMEN AND SUPPLIERS:

2.10 Within ten (10) working days after bid opening, the CONTRACTOR will (if required) submit to the OWNER and the ENGINEER, for acceptance, a list of the names of Subcontractors and such other persons and organizations (including those who are to furnish principal items of material or equipment) proposed for those portions of the Work as to which the identity of the Subcontractors and other person and organizations must be submitted as specified in the Contract Documents. Within thirty (30) working days after receiving the list, the ENGINEER will notify the CONTRACTOR in writing if either the OWNER or the ENGINEER, after due investigation, has reasonable objection to any Subcontractor, person or organization on such list. The failure of the OWNER or the ENGINEER to make objection to any Subcontractor, person or organization on the list within thirty days of receipt shall constitute an acceptance of such Subcontractor, person or organization. Acceptance of any such Subcontractor, person or organization shall not constitute a waiver of any right of the OWNER or the ENGINEER to reject defective Work, material or equipment, or Work, material or equipment not in conformance with the requirements of the Contract Documents.

ARTICLE 3 - CORRELATION, INTERPRETATION AND INTENT OF CONTRACT DOCUMENTS:

3.1 It is the intent of the Specifications and Drawings to describe a complete Project to be constructed in accordance with the Contract Documents. The Contract Documents comprise the entire Agreement between the OWNER and the CONTRACTOR. They may be altered only by a Modification.

3.2 The Contract Documents are complementary; what is called for by one is as binding as if called for by all. If CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, he shall call it to the ENGINEER'S attention in writing at once and before proceeding with the Work affected thereby; however, he shall not be liable to OWNER or ENGINEER for his failure to discover any conflict, error or discrepancy in the Specifications or Drawings. The various Contract Documents shall be given precedence, in case of conflict, error or discrepancy, as follows: Agreement Modifications, Addenda, Special Conditions, and Instruction's to Bidders, General Conditions, Technical Specifications and Drawings. If the requirements of one are more stringent than the other, the more stringent requirements shall apply.

3.3 The words "furnish", "furnish and install", "install", and "provide" or words with similar meaning shall be interpreted, unless otherwise specifically stated, to mean "furnish and install complete in place and ready for service."

3.4 Miscellaneous items and accessories which are not specifically mentioned, but which are essential to produce a complete and properly operating installation, or usable structure or plant providing the indicated function, shall be furnished and installed without change in the Contract Price. Such miscellaneous items and accessories shall be of the same quality standards including material, style, finish, strength, class, weight and other applicable characteristics, as specified for the major component of which the miscellaneous item or accessory is an essential part, and shall be approved by the ENGINEER before installation. The above requirement is not intended to include major components not covered by or inferable from the Drawings and Specifications.

3.5 The Work of all trades under this Contract shall be coordinated by the CONTRACTOR in such a manner as to obtain the best workmanship possible for the entire Project, and all components of Work shall be installed or erected in accordance with the best practices of the particular trade.

3.6 Manufacturer's literature, when referenced, shall be dated and numbered and is intended to establish the minimum requirements acceptable. Whenever reference is given to codes or standard specifications or other data published by regulating agencies or accepted organizations, including but not limited to National Electrical Code, applicable State Building Code, Federal Specifications, ASTM Specifications, various institute specifications, and the like, it shall be understood that such reference is to the latest edition including addenda in effect on the date of Bid.

3.7 Brand names where used in the Technical Specifications, are intended to denote the standard of quality required for the particular material or product. The use of a brand name item is to set a standard of quality and is not intended to restrict the Contractor from offering an equal item from other source(s) of supply. The term "equal" or "equivalent" when used in connection with brand names, shall be interpreted to mean a material or product that is similar and equal in type, quality, size, capacity, composition, finish, color and other applicable characteristics to the material or product specified by trade name, and that is for the same use and capable of performing the same function, in the opinion of the ENGINEER, as the material or product so specified. Proposed equivalent items must be approved by ENGINEER before they are purchased or incorporated in the Work.

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE CONDITIONS; REFERENCE POINTS:

Availability of Lands

4.1 The OWNER will furnish, as indicated in Contract Documents, the lands upon which the Work is to be done, rights-of-way for access thereto, and such other

lands which are designated for use of the CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by the OWNER, unless otherwise specified in the Contract Documents. Other access to such lands or rights-of-way for the CONTRACTOR'S convenience shall be the responsibility of the CONTRACTOR. The CONTRACTOR will provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.2 The OWNER will, upon request, furnish to the BIDDERS copies of all available boundary surveys.

Subsurface Conditions:

4.3 The CONTRACTOR acknowledges that he has investigated prior to bidding and satisfied himself as to the conditions affecting the Work, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather, river stages, tides, water tables or similar physical conditions at the site, the conformation and conditions of the grounds, the character of equipment and facilities needed preliminary to and during prosecution of the Work. The CONTRACTOR further acknowledges that he has satisfied himself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done on behalf of the OWNER on the site or any contiguous site, as well as from information presented by the Drawings and Specifications made a part of this Contract, or any other information made available to him prior to receipt of Bids. Any failure by the CONTRACTOR to acquaint himself with the available information will not relieve him from responsibility for estimating properly the difficulty or cost of successfully performing the Work. Any additional information necessary to ascertain subsurface soil conditions, including test holes and soil borings, not provided by the OWNER shall be undertaken by the BIDDER prior to bidding at his cost. Such exploration shall be adequate to satisfy the BIDDER of the materials expected to be encountered on the project. The OWNER assumes no responsibility for any conclusions or interpretations made by the CONTRACTOR on the basis of the information made available by the OWNER.

Differing Site Conditions

4.4 (a) The CONTRACTOR shall promptly, and before such conditions are disturbed, notify the OWNER in writing of: (1) subsurface or latent physical conditions at the site differing materially from those indicated in this contract, or (2) unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract. The OWNER shall promptly

investigate the conditions, and if he finds that such conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed as a result of such conditions, an equitable adjustment shall be made and the contract modified in writing accordingly.

(b) No claim of the CONTRACTOR under this clause shall be allowed unless the CONTRACTOR has given the notice required in (a) above.

(c) No claim by the CONTRACTOR for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.

ARTICLE 5 - BONDS AND INSURANCE:

Performance and Payment Bonds:

5.1 The contractor's attention is directed to the Information for Bidders and Supplement to General Conditions.

Contractor's Liability Insurance:

5.2 The CONTRACTOR shall provide the OWNER with insurance certificates certifying that all required insurance is in force; and such insurance certificates shall include provisions that the insurance shall not be canceled, allowed to expire or be materially changed without giving the OWNER advance notice by registered mail.

5.3 The CONTRACTOR agrees that if any part of the Work under the contract is sublet, he will require the Subcontractor(s) to carry insurance as required, and that he will require the Subcontractor(s) to furnish to him insurance certificates similar to those required by the OWNER in 5.1 and 5.2 above.

5.4 The CONTRACTOR agrees to add ENGINEER to insurance policy as additional insured.

Owner's Liability Insurance

5.5 The OWNER will be responsible for purchasing and maintaining his own liability insurance and, at his option, may purchase and maintain such insurance as will protect him against claims which may arise from operations under the Contract Documents.

Fire and Extended Coverage Insurance (Builders' Risk):

5.6 The CONTRACTOR shall maintain, as applicable, in an Insurance Company or Insurance Companies acceptable to the OWNER, Fire, Extended Coverage and

Vandalism & Malicious Mischief Insurance on buildings and structures, while in the course of construction, including foundations, additions, attachments and all permanent fixtures belonging to and constituting a part of said buildings or structures. The policy or policies shall also cover machinery, if the cost of machinery is included in the Contract. The amount of insurance should at all times be at least equal to the actual cash value of the insured property. The policy shall be in the name of the OWNER and the CONTRACTOR, as their interests may appear, and shall also cover the interests of all Subcontractors performing work.

5.7 The CONTRACTOR shall provide the OWNER with satisfactory evidence certifying that the foregoing insurance is in force; and such evidence shall include provisions that the insurance shall not be canceled, allowed to expire or be materially changed without giving the OWNER advance notice by registered mail.

Cancellation and Re-Insurance:

5.8 If any insurance should be canceled or changed by the insurance company or should any insurance expire during the period of this Contract, the CONTRACTOR shall be responsible for securing other acceptable insurance to provide the coverage specified in this section to maintain continuous coverage during the life of this Contract.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES:

Supervision and Superintendence:

6.1 The CONTRACTOR will supervise and direct the Work. He will be solely responsible for the means, methods, techniques, safety, sequences and procedures of construction. The CONTRACTOR will employ and maintain on the Work a qualified supervisor or superintendent who shall have been designated in writing by the CONTRACTOR as the CONTRACTOR'S representative at the site. The supervisor shall have full authority to act on behalf of the CONTRACTOR and all communications given to the supervisor shall be as binding as if given to the CONTRACTOR. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the Work. (Copies of written communications given to the Superintendent shall be mailed to the Contractor's home or office.)

Labor, Materials and Equipment:

6.2 The CONTRACTOR will provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. He will at all times maintain good discipline and order at the site.

6.3 The CONTRACTOR will furnish all materials, equipment, labor, transportation,

construction equipment and machinery, tools, appliances, fuel, power, light, heat, local telephone, water and sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of the Work.

6.4 All materials and equipment will be new, except as otherwise provided in the Contract Documents. When special makes or grades of material which are normally packaged by the supplier or manufacturer are specified or approved, such materials shall be delivered to the site in their original packages or container with seals unbroken and labels intact.

6.5 All materials and equipment shall be applied, handled, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator or processors and industry standards, except as otherwise provided in the Contract Documents.

Materials, Equipment, Products and Substitutions:

6.6 Materials, equipment and products incorporated in the Work must be approved for use before being purchased by the CONTRACTOR. The CONTRACTOR shall submit to the ENGINEER a list of proposed materials, equipment or products, together with such samples as may be necessary for him to determine their acceptability and obtain his approval, within ninety (90) calendar days after award of Contract. No request for payment for "or equal" equipment will be approved until this list has been received and approved by the ENGINEER.

6.6.1 Whenever a material, article or piece of equipment is identified on the drawings or Specifications by reference to brand names or catalogue number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered. The CONTRACTOR may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the Contract Documents by reference to brand names or catalog number, and if, in the opinion of the ENGINEER, such material, article, or piece of equipment is of equal substance and function to that specified, the ENGINEER may approve its substitution and use by the CONTRACTOR. Incidental charges or extra component parts required to accommodate the substitute will be made by the CONTRACTOR without a change in the Contract Price, or Contract Time.

6.6.2 No substitute shall be ordered or installed without the written approval of the ENGINEER who shall be the judge of equality.

6.6.3 Delay caused by obtaining approvals for substitute materials will not be considered justifiable grounds for an extension of construction time.

6.6.4 Should any work or materials, equipment or products not conform to requirements of the Drawings and Specifications or become damaged during the process of the Work, such Work or materials shall be removed and replaced, together with any work disarranged by such alterations, at any time before completion and acceptance of the Project. All such work shall be done at the expense of the CONTRACTOR. (See paragraph 7.10)

6.6.5 No materials or supplies for the Work shall be purchased by the CONTRACTOR or by any Subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the Seller. The CONTRACTOR warrants that he has good title to all materials and supplies used by him in the Work.

Concerning Subcontractors:

6.7 The CONTRACTOR will not employ any Subcontractor, other person or organization of the types referred to in paragraph 2.10 (whether initially or as a substitute) against whom the OWNER or the ENGINEER may have reasonable objection, nor will the CONTRACTOR be required to employ any Subcontractor against whom he has reasonable objection. The CONTRACTOR will not make any substitution for any Subcontractor who has been accepted by the OWNER and the ENGINEER, unless the ENGINEER determines that there is good cause for doing so.

6.8 The CONTRACTOR shall be fully responsible for all acts and omissions of his Subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that he is responsible for the acts and omissions of persons directly employed by him. Nothing in the Contract Documents shall create any contractual relationship between OWNER or ENGINEER and any Subcontractor or other person or organization having a direct contract with CONTRACTOR, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any moneys due any Subcontractor or other person or organization, except as may otherwise be required by law. OWNER or ENGINEER may furnish to any Subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to CONTRACTOR on account of specific Work done in accordance with the schedule of values.

6.9 The divisions and sections of the Specifications and the identifications of any drawings shall not control the CONTRACTOR in dividing the work among Subcontractors or delineating the Work to be performed by any specific trade.

6.10 The CONTRACTOR agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the OWNER.

6.11 All Work performed for the CONTRACTOR by a Subcontractor shall be pursuant to an appropriate agreement between the CONTRACTOR and the Subcontractor.

6.12 The CONTRACTOR shall be responsible for the coordination of the trades, Subcontractors and material men engaged upon his Work.

6.12.1 The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the CONTRACTOR by the terms of these General Conditions and other Contract Documents insofar as applicable to the Work of Subcontractors, and to give the CONTRACTOR the same power as regards terminating any subcontract that the OWNER may exercise over the CONTRACTOR under any provisions of the Contract Documents.

6.12.2 The OWNER or ENGINEER will not undertake to settle any differences between the CONTRACTOR and his Subcontractors or between Subcontractors.

6.12.3 If in the opinion of the ENGINEER, any Subcontractor on the project proves to be incompetent or otherwise unsatisfactory, he shall be replaced if and when directed in writing.

Patent Fees and Royalties:

6.13 The CONTRACTOR will pay all license fees and royalties and assume all costs incident to the use of any invention, design, process or device which is the subject of patent rights or copyrights held by others. He will indemnify and hold harmless the OWNER and ENGINEER and anyone directly or indirectly employed by either of them from and against all claims, damages, losses, and expenses (including attorneys' fees) arising out of any infringement of such rights during or after completion of the Work and shall defend all such claims in connection with any alleged infringement of such rights.

6.14 The CONTRACTOR shall be responsible for determining the application of patent rights and royalties on materials, appliances, articles or systems prior to bidding. However, he shall not be responsible for such determination on systems which do not involve purchase by him of materials, appliances, and articles.

Permits:

6.15 The CONTRACTOR will secure and pay for all construction permits and licenses and will pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of his Bid. When such charges are normally made by the OWNER, there will be no charges to the CONTRACTOR. The OWNER shall assist the CONTRACTOR, when necessary, in obtaining such permits and licenses. The CONTRACTOR will also pay all public

utility charges.

Laws and Regulations:

6.16 The CONTRACTOR will give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If the CONTRACTOR observes that the Specifications or Drawings are at variance therewith, he will give the ENGINEER prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate Modification. If the CONTRACTOR performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the ENGINEER, he will bear all costs arising wherefrom; however, it shall not be his primary responsibility to make certain that the Drawings and Specifications are in accordance with such laws, ordinances, rules and regulations.

Taxes:

6.17 Cost of all sales and other taxes for which the CONTRACTOR is liable under the Contract shall be included in the Contract Price stated by the CONTRACTOR.

Record Drawings:

6.18 The CONTRACTOR will keep one record copy of all Specifications, Drawings, Addenda, Modifications, and Shop Drawings at the site in good order and annotated to show all changes made during the construction process. These shall be available to the Engineer and shall be delivered to him for the OWNER upon completion of the Project. It shall be used for this purpose only.

Safety and Protection:

6.19 The CONTRACTOR will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to:

6.19.1 All employees on the work and other persons who may be affected thereby.

6.19.2 All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site.

6.19.3 Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

6.20 The CONTRACTOR will designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the CONTRACTOR'S superintendent unless otherwise designated in writing by the CONTRACTOR to the OWNER.

Emergencies:

6.21 In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the ENGINEER or OWNER, is obligated to act, at his discretion, to prevent threatened damage, injury or loss. He will give the ENGINEER prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby, and a Change Order shall be issued covering the changes and deviations involved. If the CONTRACTOR believes that additional work done by him in an emergency which arose from causes beyond his control entitles him to an increase in the Contract Price or an extension of the Contract Time, he may make a claim therefore as provided in Articles 11 & 12.

Shop Drawing and Samples:

6.22 After checking and verifying all field measurements, the CONTRACTOR will submit to the ENGINEER for review, in accordance with the accepted schedule of Shop Drawing submissions (see paragraph 2.9) three (3) copies (or at the ENGINEER'S option, one reproducible copy) of all Shop Drawings, which shall have been checked by and stamped with the approval of the CONTRACTOR. The data shown on the Shop Drawings will be complete with respect to dimensions, design criteria, materials of construction and the like to enable the ENGINEER to review the information as required.

6.23 The CONTRACTOR will also submit to the ENGINEER for review, with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples will have been checked by and stamped with the approval of the CONTRACTOR, identified clearly as to material, manufacturer, any pertinent catalog numbers and the use for which intended.

6.24 At the time of each submission, the CONTRACTOR will in writing call the ENGINEER'S attention to any deviations that the Shop Drawings or sample may have from the requirements of the Contract Documents.

6.25 The ENGINEER will review with reasonable promptness Shop Drawings and samples, but his review shall be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents. The review of a separate item as such will not indicate review of the assembly in which the item functions. The CONTRACTOR will make any corrections required by the ENGINEER and will return the required number of

corrected copies of Shop Drawings and resubmit new samples until the review is satisfactory to the ENGINEER. The CONTRACTOR shall direct specific attention in writing or on resubmitted Shop Drawings to revisions other than the corrections called for by the ENGINEER on previous submissions. The CONTRACTOR'S stamp of approval on any Shop Drawings or sample shall constitute a representative to the OWNER and the ENGINEER that the CONTRACTOR has either determined and verified all quantities, dimensions, field construction criteria, materials, catalogue numbers and similar data or he assumes full responsibility for doing so, and that he has reviewed or coordinated each Shop Drawings or sample with the requirements of the Work and the Contract Documents.

6.26 No Work requiring a Shop Drawing or sample submission shall be commenced until the submission has been reviewed by the ENGINEER. A copy of each Shop Drawing and each approved sample shall be kept in good order by the CONTRACTOR at the site and shall be available to the ENGINEER.

6.27 The ENGINEER'S review of Shop Drawings or samples shall not relieve the CONTRACTOR from his responsibility for any deviations from the requirements of the Contract Documents unless the CONTRACTOR has in writing called the ENGINEER'S attention to such deviation at the time of submission and the ENGINEER has given written approval to the specific deviation, nor shall any review by the ENGINEER relieve the CONTRACTOR from responsibility for errors or omission in the Shop Drawings.

Cleaning Up:

6.28 The CONTRACTOR shall clean up behind the Work as much as is reasonably possible as the Work progresses. Upon completion of the Work, and before acceptance of and final payment for the Project by the OWNER, the CONTRACTOR shall remove all his surplus and discarded materials excavated material and rubbish from the roadways, sidewalks, parking areas, lawns and all adjacent property; shall clean his portion of Work involved in any building under this Contract, so that no further cleaning by the OWNER is necessary prior to his occupancy; shall restore all property, both public and private, which has been disturbed or damaged during the prosecution of the Work; and shall leave the whole in a neat and presentable condition.

6.29 Clean-up operations shall consistently be carried on by the CONTRACTOR at all times to keep the premises free from accumulation of waste materials and rubbish. Upon completion of the Work he shall remove all rubbish, tools, scaffolding, surplus materials, etc., and shall leave his work "broom clean", or its equivalent, unless more exactly specified elsewhere in the Contract. The CONTRACTOR shall do the cleaning for all trades upon completion of the Work.

6.30 General. In case of dispute, the OWNER may remove the rubbish and charge the cost to the CONTRACTOR as the ENGINEER shall determine to be just.

Public Convenience and Safety:

6.31 The CONTRACTOR shall, at all times, conduct the Work in such a manner as to insure the least practicable obstruction to public travel. The convenience of the general public and of the residents along and adjacent to the area of the Work shall be provided for in a satisfactory manner, consistent with the operation and local conditions. "Street Closed" signs shall be placed immediately adjacent to the Work, in a conspicuous position at such locations as traffic demands in accordance with the MUTCD. At any time that streets are required to be closed, the CONTRACTOR shall notify law enforcement agencies, fire departments, and parties operating emergency vehicles before the street is closed and again as soon as it is opened. Access to fire hydrants and other fire extinguishing equipment shall be provided and maintained at all times. The CONTRACTOR shall keep the portion of the project being used by the public in satisfactory condition. It may become necessary for the CONTRACTOR to sweep the roadway surface to completely remove debris.

Sanitary Provisions:

6.32 The CONTRACTOR shall furnish necessary toilet conveniences, secluded from public observation, for use of all personnel on the Work, whether or not in his employ. They shall be kept in a clean and sanitary condition and shall comply with the requirements and regulations of the Public Authorities having jurisdiction. He shall commit no public nuisance. Temporary sanitary facilities shall be removed upon completion of the Work and the premises shall be left clean.

Indemnification:

6.33 The CONTRACTOR will indemnify and hold harmless the OWNER and the ENGINEER and their agents and employees from and against all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss, or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than Work itself) including the loss of use resulting wherefrom and (b) is caused in whole or in part by any negligent act or omission of the CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

6.34 In any and all claims against the OWNER or the ENGINEER or any of their agents or employees, by any employee of the CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.33 shall

not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any Subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.

6.35 The obligations of the CONTRACTOR under paragraph 6.33 shall not extend to the liability of the Engineer's negligent acts, errors or omissions or those of his employees or agents.

Responsibility for Connecting to Existing Work:

6.36 It shall be the express responsibility of the CONTRACTOR to connect his Work to each part of the existing work or work previously installed as required by the Drawings and Specifications to provide a complete installation.

Work in Street, Highway and Other Rights-of-Way:

6.37 Excavation, grading, fill, storm drainage, paving and any other construction or installations in rights-of-way of streets, highways, public carrier lines, utility lines (either aerial, surface or subsurface), etc., shall be done in accordance with requirements of the Contract Documents. The CONTRACTOR will be responsible for obtaining all permits necessary for the work. Upon completion of the Work, CONTRACTOR shall present to ENGINEER certificates, in triplicate, from the proper authorities stating that the Work has been done in accordance with their requirements.

6.37.1 The OWNER will cooperate with the CONTRACTOR in obtaining action from any utilities or public authorities involved in the above requirements.

6.37.2 The ENGINEER shall be responsible for obtaining elevations of curbs and gutters, pavement, storm drainage structures, and other such items which must be established by governmental departments as soon as grading operations are begun on the site and, in any case, sufficiently early in the construction period to prevent any adverse effect on the Project.

Cooperation with Governmental Departments, Public Utilities, Etc.:

6.38 The OWNER shall be responsible for making all necessary arrangements with governmental departments, public utilities, public carriers, service companies and corporations owning or controlling roadways, railways, water, sewer, gas, electrical, telephone, and telegraph facilities such as pavements, tracks, piping, wires, cables, conduits, poles, guys, etc., including incidental structure connected therewith, that are encountered in the work in order that such items may be properly shored, supported and protected, or the CONTRACTOR may relocate them if he so desires. The CONTRACTOR shall give all proper notices, shall comply with requirements of

such parties in the performance of his Work, shall permit entrance of such parties on the Project in order that they may perform their necessary work, and shall pay all charges and fees made by such parties for this work.

6.38.1 The CONTRACTOR'S attention is called to the fact that there may be delays on the Project due to work to be done by governmental departments, public utilities, and others in repairing or moving poles, conduits, etc. The CONTRACTOR shall cooperate with the above parties, in every way possible, so that the construction can be completed in the least possible time.

6.38.2 The CONTRACTOR shall have made himself familiar with all codes, laws, ordinances and regulations which in any manner affect those engaged or employed in the Work, or materials and equipment used in or upon the Work, or in any way affect the conduct of the Work, and no plea of misunderstanding will be considered on account of his ignorance thereof.

Use of Premises:

6.39 CONTRACTOR shall confine his apparatus, storage of materials, and operations of his workmen to limits indicated by law, ordinances, permits, and directions of ENGINEER and OWNER, and shall not unnecessarily encumber any part of site.

6.39.1 CONTRACTOR shall not overload or permit any part of any structure to be loaded with such weight as will endanger its safety, nor shall he subject any part of the Work to stresses or pressures that will endanger it.

6.39.2 CONTRACTOR shall enforce OWNER'S instructions in connection with signs, advertisements, fires and smoking.

6.39.3 CONTRACTOR shall arrange and cooperate with OWNER in routing and parking of automobiles of his employees, subcontractors and other personnel and in routing material delivery trucks and other vehicles to the Project Site.

Protection of Existing Property Improvements:

6.40 Any existing surface or subsurface improvements, such as pavements, curbs, sidewalks, pipes or utilities, footings or structures (including portions thereof), trees, and shrubbery not indicated on the Drawings or noted in the Specifications as being removed or altered shall be protected from damage during construction of the Project. Any such improvements damaged during construction of the Project shall be restored to a condition equal to that existing at time of award of Contract.

Temporary Heat:

6.41 The General CONTRACTOR shall provide heat, fuel and services as necessary to protect all work and materials, within all habitable areas of permanent building construction, for all contracts against injury from dampness and cold until final acceptance of all work and materials for the Project, unless building is fully occupied by the OWNER prior to such acceptance, in which case the OWNER shall assume all expenses of heating from date of full occupancy. In areas outside those covered above, each prime contractor shall be responsible for providing such temporary heat, fuel and services as required to protect his work or shall make all necessary arrangements with the General CONTRACTOR for providing such temporary heat, fuel and services. Unless otherwise specifically permitted by Special Conditions, the permanent heating system shall not be used to provide temporary heat. CONTRACTOR'S proposed methods of heating shall be submitted for approval.

ARTICLE 7 - WORK BY OTHERS:

7.1 The OWNER may perform additional work related to the Project by himself, or he may let other direct contracts therefore which shall contain General Conditions similar to these. The CONTRACTOR will afford the other contractors who are parties to such direct contracts (or the OWNER, if he is performing the additional work himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of work and shall properly connect and coordinate his Work with theirs.

7.2 If any part of the CONTRACTOR'S work depends for proper execution or results upon the work of any such other CONTRACTOR (or the OWNER), the CONTRACTOR will promptly report to the ENGINEER in writing any defects or deficiencies in such work that render it unsuitable for such proper execution and results.

7.3 The CONTRACTOR will do all cutting, fitting, and patching of his Work that may be required to make its several parts come together properly and fit it to receive or be received by such other work. The CONTRACTOR will not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the ENGINEER and of the other contractors whose work will be affected.

7.4 If the performance of additional work by other contractors or the OWNER is not noted in the Contract Documents prior to the execution of the Contract, written notice thereof shall be given to the CONTRACTOR prior to starting any such additional work. If the CONTRACTOR believes that the performance of such additional work by the OWNER or others involves him in additional expense or entitles him to an extension of the Contract Time, he may make a claim therefore as

provide in Articles 11 and 12.

7.5 Where practicable, the CONTRACTOR shall build around the work of other separate contractors or shall leave chases, slots and holes as required to receive and to conceal within the general construction work the work of such other separate contractors as directed by them. Where such chases, slots, etc., are impracticable, the work shall require specific approval of the ENGINEER.

7.6 Necessary chases, slots and holes not built or left by the CONTRACTOR shall be cut by the separate contractor requiring such alterations after approval of the CONTRACTOR. The CONTRACTOR shall do all patching and finishing of his Work where cut by other contractors at the expense of such other contractors.

7.7 Cooperation is required in the use of site facilities and in the detailed execution of the Work. Each contractor shall coordinate his operations with those of the other contractors for the best interest of the Work in order to prevent delay in the execution thereof.

7.8 Each contractor shall keep himself informed of the progress of the work of other contractors. Should lack of progress or defective workmanship on the part of other contractors interfere with his operations, the CONTRACTOR shall notify the ENGINEER immediately. Lack of such notice to the ENGINEER will be construed as acceptance by the CONTRACTOR of the status of the work of other contractors as being satisfactory for proper coordination of his own work.

7.9 Each contractor shall give notices of the progress of his work so as to allow other contractors adequate opportunity to properly direct and coordinate their work. The CONTRACTOR shall give notices of the progress of his Work so that work of other contractors, when required to be concealed, may be placed before the general construction Work. All such notices shall be submitted to the ENGINEER with copies to other prime contractors on the Project sufficiently ahead of job progress to permit adequate time for the other prime contractors to coordinate their work.

7.10 The cost of extra work resulting from lack of notices, untimely notices, failure to respond to notices, defective work or lack of coordination shall be borne by the CONTRACTOR responsible for such lack of notices, etc.

ARTICLE 8 - OWNER'S RESPONSIBILITIES:

8.1 The OWNER will issue all communications to the CONTRACTOR through the ENGINEER.

8.2 In case of termination of the employment of the ENGINEER, the OWNER will appoint an engineer against whom the CONTRACTOR makes no reasonable

objection, whose status under the Contract Documents shall be that of the former ENGINEER. Any dispute in connection with such appointment shall be subject to arbitration, if mutually agreeable.

8.3 The OWNER will furnish the data required of him under the Contract Documents promptly and shall make payments to the CONTRACTOR promptly after they are due as provided in Article 14.

8.4 OWNER'S duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.1, 4.4 and the Special Conditions. Paragraphs 4.2 and 4.3 refer to OWNER'S identifying and making available to CONTRACTOR copies of surveys and investigation reports of subsurface and latent physical conditions at the site or otherwise affecting performance of the Work which have been relied upon by ENGINEER in preparing the Drawings and Specifications.

8.5 The OWNER'S responsibilities in respect of liability and property insurance are set forth in paragraph 5.4.

8.6 In addition to his rights to request changes in the Work in accordance with Article 10, the OWNER (especially in certain instances as provided in paragraph 10.4) will be obligated to execute Change Orders.

8.7 In connection with the OWNER'S right to stop Work or suspend Work; see paragraph 15.1. Paragraph 15.3 deals with the OWNER'S right to terminate services of the CONTRACTOR under certain circumstances.

8.8 The OWNER shall have the right to take possession of and use any completed or partially completed portions of the Work, notwithstanding the fact that the time for completing the entire Work or any portion thereof may not have expired; but such taking possession and use shall not be deemed an acceptance of any Work not completed in accordance with the Contract Documents. If such prior use increases the cost of or delays the Work, the CONTRACTOR shall be entitled to such extra compensation or extension of time or both, except by prior agreement, as the ENGINEER may determine. See paragraph 14.11.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION:

Owner's Representative:

9.1 The ENGINEER shall be the OWNER'S representative during the construction period. The duties and responsibilities and the limitations of authority of the ENGINEER as the OWNER'S representative during construction are set forth in Articles 1 through 17 of these General Conditions and shall not be extended without written consent of the OWNER and the ENGINEER.

9.1.1 The ENGINEER'S decision, in matters relating to aesthetics shall be final, if within the terms of the Contract Documents.

9.1.2 Except as may be otherwise provided in this contract all claims, counter-claims, disputes and other matters in question between the OWNER and the CONTRACTOR arising out of or relating to this agreement or the breach thereof will be decided by arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the State in which the OWNER is located.

Visits to Site:

9.2 The ENGINEER will make periodic visits to the site to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. He will not be required to make continuous on-site observations to check the quality or quantity of the Work. His efforts will be directed toward ascertaining on behalf of the OWNER that the completed Project will conform to the requirements of the Contract Documents. On the basis of his on-site observations as an experienced and qualified design professional, he will keep the OWNER informed of the progress of the Work and will endeavor to guard the OWNER against defects and deficiencies in the Work of contractors.

Clarifications and Interpretations:

9.3 The ENGINEER will issue with reasonable promptness such written clarification or interpretations of the Contract Documents (in the form of Drawings or otherwise) as he may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If the Contractor believes that a written clarification and interpretation entitles him to an increase in the Contract Price or extension of Contract Time, he may make a claim therefore as provided in Articles 11 and 12.

Measurement of Quantities:

9.4 All Work completed under the Contract will be measured by the CONTRACTOR according to the United States Standard Measures. All linear surface measurements will be made horizontally or vertically as required by the item measured.

Rejecting Defective Work:

9.5 The ENGINEER will have authority to disapprove or reject Work which is "defective" (which term is hereinafter used to describe Work that is unsatisfactory, faulty or defective, or does not meet the requirements of any inspection, test or

approval or has been damaged prior to final acceptance). He will also have authority to require special inspection or testing of the Work whether or not the Work is fabricated, installed or completed.

Shop Drawings, Change Orders and Payments:

9.6 In connection with the ENGINEER'S responsibility as to Shop Drawings and samples, see paragraphs 6.22 through 6.27, inclusive.

9.7 In connection with the ENGINEER'S responsibility for Change Orders; see Articles 10, 11, and 12.

9.8 In connection with the ENGINEER'S responsibilities in respect of Application for Payment, etc., see Article 14.

Resident Project Representative:

9.9 The OWNER or the ENGINEER will provide on-site representation sufficient to guarantee that construction is in general compliance with the construction drawings and the contract specifications.

Decisions on Disagreements:

9.10 The ENGINEER will be the initial interpreter of the terms and conditions of the Contract Documents and the judge of the performance hereunder. In his capacity as interpreter and judge, he will exercise his best efforts to insure faithful performance by both the OWNER and the CONTRACTOR. He will not show partiality to either and shall not be liable for the result of any interpretation or decision rendered in good faith. Claims, disputes and other matters relating to the execution and progress of the Work or the interpretation of or performance under the Contract Documents shall be referred initially to the ENGINEER for decision; which he shall render in writing within a reasonable time.

9.11 Either the OWNER or the CONTRACTOR, if the other agrees, may request legal action with respect to any such claim, dispute or other matter that has been referred to the ENGINEER, except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.11, such legal action to be in accordance with Article 16. However, no request for legal action of any such claim, dispute or other matter shall be made until the earlier of (a) the date on which the ENGINEER has rendered his decision or (b) the tenth day after the parties have presented their evidence to the ENGINEER if he has not rendered his written decision before that date. No request for legal action shall be made later than thirty (30) days after the date on which the ENGINEER rendered his written decision in respect of the claim, dispute or other matter as to which legal action is sought; and the failure to request legal action within said thirty (30) days period shall result in

the ENGINEER'S decision being final and binding upon the OWNER and the CONTRACTOR. If the ENGINEER renders a decision after legal proceedings have been initiated, such decision may be entered as evidence but shall not supersede the legal proceedings, except where the decision is acceptable to the parties concerned.

Limitations on Engineer's Responsibilities:

9.12 Neither the ENGINEER'S authority to act under this Article 9 nor any decision made by him in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of the ENGINEER to the CONTRACTOR, any Subcontractor, any of their agents or employees or any other person performing any of the Work.

9.13 The ENGINEER will not be responsible for the construction means, methods, techniques, sequences or procedures, or the safety precautions and programs incident thereto, and he will not be responsible for the CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

9.14 The ENGINEER will not be responsible for the acts or omissions of the CONTRACTOR, or any Subcontractors, or any of his or their agents or employees, or any other person performing any of the Work.

ARTICLE 10 - CHANGES IN THE WORK:

10.1 Without invalidating the Agreement, the OWNER may, at any time or from time to time, order additions, deletions or revisions in the Work; these will be authorized by Change Orders. Upon receipt of a Change Order, the CONTRACTOR will proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in Article 11 or Article 12. A Change Order signed by the CONTRACTOR indicates his agreement therewith.

10.2 The ENGINEER may authorize minor changes or alterations in the Work not involving extra cost and not inconsistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order. If the CONTRACTOR believes that any minor change or alteration authorized by the ENGINEER entitles him to an increase in the Contract Price or extension of Contract Time, he may make a claim therefore as provided in Articles 11 and 12.

10.3 Additional Work performed by the CONTRACTOR without authorization of a Change Order will not entitle him to an increase in the Contract Price or an extension of the Contract Time, except in the case of an emergency as provided in paragraph 6.21 and except as provided in paragraph 10.2.

10.4 The OWNER will execute appropriate Change Orders prepared by the ENGINEER covering changes in the Work to be performed as provided in paragraph 4.4, and Work performed in an emergency as provided in paragraph 6.21 and any other claim of the CONTRACTOR for a change in the Contract Time or the Contract Price which is approved by the ENGINEER.

10.5 It is the CONTRACTOR'S responsibility to notify his surety of any changes affecting the general scope of the Work or change in the Contract Price and the amount of the applicable bonds shall be adjusted accordingly. The CONTRACTOR will furnish proof of such adjustment to the OWNER.

ARTICLE 11 - CHANGE OF CONTRACT PRICE:

11.1 The Contract Price constitutes the total compensation payable to the CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the CONTRACTOR shall be at his expense without changing the Contract Price.

11.2 (a) The OWNER may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make any change in the Work within the general scope of the contract, including but not limited to changes:

- (1) In the specifications (including drawings and designs);
- (2) In the method or manner of performance of the work;
- (3) In the Owner-furnished facilities, equipment, materials, services, or site; or
- (4) Directing acceleration in the performance of the work.

(b) Any other written order or an oral order (which terms as used in this paragraph (b) shall include direction, instruction, interpretation or determination) from the OWNER, which causes any such change, shall be treated as a change order under this clause, provided that the CONTRACTOR gives the OWNER written notice stating the date, circumstances, and source of the order and that the CONTRACTOR regards the order as a change order.

(c) Except as herein provided, no order, statement, or conduct of the OWNER shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment hereunder.

(d) If any change under this clause causes an increase or decrease in the CONTRACTOR'S cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any order, an equitable adjustment shall be made and the contract modified in writing accordingly: PROVIDED, HOWEVER, that except for claims based on defective specifications, no claim for any change under (b) above shall be allowed for any costs incurred more

than 20 days before the CONTRACTOR gives written notice as therein required. And provided further, that in the case of defective specifications for which the OWNER is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the CONTRACTOR in attempting to comply with such defective specifications.

(e) If the CONTRACTOR intends to assert a claim for an equitable adjustment under this clause, he must, within 30 days after receipt of a written change order under (a) above or the furnishing of a written notice under (b) above, submit to the OWNER a written statement setting forth the general nature and monetary extent of such claim, unless this period is extended by the OWNER. The statement of claim hereunder may be included in the notice under (b) above.

(f) No claim by the CONTRACTOR for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.

11.3 The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

11.3.1 Where the Work involved is covered by unit prices contained in the Contract Documents by application of unit prices to the quantities of the items involved.

11.3.2 By negotiated lump sum.

11.3.3 The actual cost for labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the work plus a fixed amount to be agreed upon to cover the cost of general overhead and profit to be negotiated.

11.4 The term Cost of the Work means the sum of all costs necessarily incurred and paid by the CONTRACTOR in the proper performance of the Work. Except as otherwise maybe agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in paragraph 11.5:

11.4.1 Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to salaries and wages plus the costs of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing work after regular working hours, on Sunday or legal holidays shall be included in the

above to the extent authorized by OWNER.

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

11.4.3 Payments made by CONTRACTOR to the Subcontractors for Work performed by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from Subcontractors acceptable to him and shall deliver such Bids to OWNER who will then determine with the advice of ENGINEER, which Bids will be accepted. If a subcontract provides that the Subcontractor is to be paid on the basis of Cost of Work plus a Fee, the cost of the Work shall be determined in accordance with paragraphs 11.4 and 11.5.

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

11.4.5 Supplemental costs including the following:

11.4.5.1 The proportion of necessary transportation, travelling and subsistence expenses of CONTRACTOR'S employees incurred in discharge of duties connected with the Work.

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

11.4.5.3 Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or other in accordance with rental agreements approved by OWNER with the advice of ENGINEER, and the cost of transportation, loading, unloading, installation, dismantling and removal thereof--all in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall end when the use thereof is no longer necessary for the Work.

11.4.5.4 Sales, use or similar taxes related to the Work, and for which CONTRACTOR is liable imposed by any governmental authority.

11.4.5.5 Deposits lost for causes other than CONTRACTOR'S negligence, royalty payments and fees for permits and licenses. Costs for permits and licenses must be shown as a separate item.

11.4.5.6 Losses, damages and expenses, not compensated by insurance or otherwise, sustained by CONTRACTOR in connection with the execution of, and to, the Work, provided they have resulted from causes other than the negligence of CONTRACTOR, any Subcontractors, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages and expenses shall be included in the Cost of Work for the purpose of determining CONTRACTOR'S fee. If, however, any such loss or damage requires reconstruction and CONTRACTOR is placed in charge thereof, he shall be paid for his services a fee proportionate to that stated in paragraph 11.6.2.

11.4.5.7 The cost of utilities, fuel and sanitary facilities at the site.

11.4.5.8 Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.

11.4.5.9 Cost of premiums for additional Bonds and Insurance required because of changes in the Work.

11.5 The term cost of the Work shall not include any of the following:

11.5.1 Payroll costs and other compensation of CONTRACTOR'S officers, executives, principals, (of partnership and sole proprietorships), general managers, engineers, architects, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in his principal or a branch office for general administration of the Work and not specifically included in the schedule referred to in subparagraph 11.4.1 -- all of which are to be considered administrative costs covered by the CONTRACTOR'S Fee.

11.5.2 Expenses of CONTRACTOR'S principal and branch offices other than his office at the site.

11.5.3 Any part of CONTRACTOR'S capital expenses, including interest on CONTRACTOR'S capital employed for the Work and charges against CONTRACTOR'S for delinquent payments.

11.5.4 Cost of premiums for all bonds and for all insurance policies whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except as otherwise provide in subparagraph 11.4.5.9.)

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

11.5.6 Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 11.4.

11.6 The CONTRACTOR'S Fee which shall be allowed to CONTRACTOR for his overhead and profit shall be determined as follows;

11.6.1 A mutually acceptable firm fixed price; or if none can be agreed upon,

11.6.2 A mutually acceptable fixed fee based on the estimate of the various portions of the Cost of the Work.

11.7 The amount of credit to be allowed by CONTRACTOR to OWNER for any such change which results in a net decrease in cost will be the amount of the actual net decrease. When both additions and credits are involved in any one change, the net shall be computed to include overhead and profit, identified separately, for both additions and credits.

11.8 Whenever the cost of any Work is to be determined pursuant to paragraphs 11.4 and 11.5, CONTRACTOR will submit in form prescribed by ENGINEER an itemized cost breakdown together with supporting data.

11.9 Allowances: It is understood that the CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be done by such material men, suppliers, or Subcontractors and for such sums within the limit of the allowances as the ENGINEER may approve. Upon final payment, the Contract Price shall be adjusted as required and an appropriate Change Order issued. The CONTRACTOR agrees that the original Contract Price includes such sums as he deems proper for costs and profit on account of cash allowances. No demand for additional cost or profit in connection therewith will be allowed.

11.9.1 These allowances shall cover the cost to the CONTRACTOR less any applicable trade discount, of the materials and equipment required by the allowance delivered at the site, and all applicable taxes.

11.9.2 The CONTRACTOR'S costs for unloading and handling on site, labor, installation costs, overhead, profit and other expenses contemplated for the original allowance shall be included in the Contract Price and not in the allowance.

11.9.3 Whenever the cost, as described in 11.9.1 above, is more than or less than the allowance, the Contract Price shall be adjusted accordingly by Change Order. The amount of the Change Order will recognize changes, if any, in handling costs on the site, labor, installation costs, overhead, profit and other expenses, except that whenever unit price allowances are stipulated for brick, the Change Order will not include any cost as described in 11.5 above.

ARTICLE 12 - CHANGE OF THE CONTRACT TIME:

12.1 The Contract Time may only be changed by a Change Order. Any claim for an extension in the Contract Time shall be based on written notice delivered to OWNER and ENGINEER within ten days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within forty-five days of such occurrence unless ENGINEER allows an additional period of time to ascertain more accurate data. All claims for adjustment in the Contract Time shall be determined by ENGINEER if OWNER and CONTRACTOR cannot otherwise agree. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order.

12.2 The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of CONTRACTOR if he makes a claim therefore as provided in paragraph 12.1. Such delays shall include, but not be restricted to, acts or neglect by any separate contractor employed by OWNER, fires, floods, labor disputes, epidemics, or acts of God.

12.3 All time limits stated in the Contract Documents are of the essence of the Agreement. The provisions of the Article 12 shall not exclude recovery for damages (including compensation for additional professional services) for delay by either party.

12.4 No claim for delay shall be allowed because of failure to furnish Drawings until two weeks after demand for such drawings and not then unless such claim be reasonable.

12.5 This article does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

ARTICLE 13 - GUARANTY:

13.1 The CONTRACTOR shall guarantee all materials and equipment furnished and Work performed for a period of one (1) year from the date of SUBSTANTIAL COMPLETION. The CONTRACTOR warrants and guarantees for a period of one (1) year from the date of SUBSTANTIAL COMPLETION of the system that the completed system is free from all defects due to faulty materials or workmanship

and the CONTRACTOR shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The OWNER will give notice of observed defects with reasonable promptness. In the event that the CONTRACTOR should fail to make such repairs or adjustments, in the Work that may be made necessary by such defects, the OWNER may do so and charge the CONTRACTOR the cost thereby incurred. The Performance Bond shall remain in full force and effect through the guarantee period.

ARTICLE 14 - PAYMENTS AND COMPLETION:

Payments to Contractors:

14.1 At least ten (10) days before each progress payment falls due (but not more often than once a month), the CONTRACTOR will submit to the ENGINEER a partial payment estimate filled out and signed by the CONTRACTOR covering the WORK performed during the period covered by the partial payment estimate and supported by such data as the ENGINEER may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the OWNER. The ENGINEER will, within ten (10) days after receipt of each partial payment estimate, either indicate in writing his approval of payment and present the partial payment estimate to the OWNER or revise the partial payment estimate provides the same to the CONTRACTOR indicating in writing his reasons for refusing or revising payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the partial payment estimate. The OWNER will, within forty-five (45) days of presentation to him of an approved partial payment estimate, pay the CONTRACTOR a progress payment on the basis of the approved partial payment estimate. The OWNER may retain a portion of the amount otherwise due the CONTRACTOR. Except as State law otherwise provides, the amount the OWNER retains shall be limited to the following:

14.1.1 Withholding of not more than 5 percent of the payment claimed until work is 50 percent complete;

14.1.2 When Work is 50 percent complete, reduction of the withholding to 2.5 percent of the dollar value of all Work satisfactorily completed to date, provided that the CONTRACTOR is making satisfactory progress and there is no specific cause for greater withholding and the same is requested by the CONTRACTOR in writing;

14.1.3 When the Work is substantially complete (operational or beneficial occupancy), the withheld amount shall be further reduced below 5 percent to only that amount necessary to assure completion.

14.1.4 The OWNER may reinstate up to 5 percent withholding if the OWNER determines, at its discretion, that the CONTRACTOR is not making satisfactory progress or there is other specific cause for such withholding.

Contractor's Warranty of Title:

14.2 The CONTRACTOR warrants and guarantees that title to all work, materials and equipment covered by an Application for Payment, whether incorporated in the Project or not, will have passed to the OWNER prior to the making of the Application for payment, free and clear of all liens, claims, security interests and encumbrances (hereafter in these General Conditions referred to as "Liens") and that no work, materials or equipment covered by an Application for Payment will have been acquired by the CONTRACTOR or by any other person performing the Work at the Site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by the CONTRACTOR or such other person.

Approval of Payments:

14.3 The ENGINEER'S approval of any payment requested in an Application for Payment shall constitute a representation by him to the OWNER, based on the ENGINEER'S on-site observations of the Work in progress as an experienced and qualified design professional and on his review of the Application of Payment and the supporting data, that the Work has progressed to the point indicated; That, to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and any qualifications stated in his approval), and that the CONTRACTOR is entitled to payment of the amount approved. However, by approving any such payment, the ENGINEER shall not thereby be deemed to have represented that he made exhaustive or continuous on-site observations to check the quality or the quantity of the Work, or that he has reviewed the means, methods, techniques, sequences, and procedures of construction or that he has made any examination to ascertain how or for what purpose the CONTRACTOR has used the moneys paid or to be paid to him on account of the Contract Price, or that title to any Work, materials, or equipment has passed to the OWNER free and clear of any Liens.

14.4 The CONTRACTOR shall make the following certification on each request for payment:

"I hereby certify that the labor and materials listed on this request for payment has been used in the construction of this work or that all materials included in this request for payment and not yet incorporated into the construction are now on the site or stored at an approved location; and payment received from the last request

for payment has been used to make payments to all first-tier subcontractors and suppliers except as listed below."

14.5 The ENGINEER'S approval of final payment shall constitute an additional representation by him to the OWNER that the conditions precedent to the CONTRACTOR'S being entitled to final payment as set forth in paragraph 14.11 have been fulfilled.

14.6 The ENGINEER may refuse to approve the whole or any part of any payment if, in his opinion, he is unable to make such representations to the OWNER. He may also refuse to approve any such payment, because of subsequently discovered evidence or the results of subsequent inspections or tests nullify any such payment previously approved, to such extent as may be necessary in his opinion to protect the OWNER from loss because:

14.6.1 The Work is defective, reasonable doubt exists to the integrity, or completed Work has been damaged requiring correction or replacement,

14.6.2 The Work for which payment is request cannot be verified,

14.6.3 Claims or Liens have been filed or there is reasonable evidence indicating the probable filing thereof,

14.6.4 The Contract Price has been reduced because of Modifications,

14.6.5 The OWNER has been required to correct defective Work or complete the Work in accordance with paragraph 13.1,

14.6.6. Of unsatisfactory prosecution of the Work, including failure to clean up as required by paragraphs 6.29 and 6.30,

14.6.7. Of persistent failure to cooperate with other contractors on the Project and persistent failure to carry out the Work in accordance with the Contract Documents,

14.6.8. Of liquidated damages payable by the CONTRACTOR or,

14.6.9. Of any other violation of, or failure to comply with, the provisions of the Contract Documents.

14.7 Prior to Substantial Completion, the OWNER, with the approval of the ENGINEER and with the concurrence of the CONTRACTOR, may use any completed or substantially completed portions of the Work. Such use shall not constitute and acceptance of such portions of the Work.

14.8 The OWNER shall have the right to enter the premises for the purpose of doing

work not covered by the Contract Documents. This provision shall not be construed as relieving the CONTRACTOR of the sole responsibility for the care and protection of the Work, or restoration of any damaged Work, except such as may be caused by agents or employees of the OWNER.

14.9 Upon completion and acceptance of the Work, the ENGINEER shall issue a certificate attached to the final payment request that the Work has been accepted by him under the conditions of the Contract Documents. The entire balance found to be due the CONTRACTOR, including the retained percentages, but except such sums as may be lawfully retained by the OWNER, shall be paid to the CONTRACTOR within forty-five (45) days of completion and acceptance of the Work.

14.10 The CONTRACTOR will indemnify and save the OWNER or the OWNER'S agents harmless from all claims growing out of the lawful demands of Subcontractors, laborers, workmen, mechanics, material men, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the Work. The CONTRACTOR shall, at the OWNER'S request, furnish satisfactory evidence that all obligations of nature designated above have been paid, discharged, or waived. If the CONTRACTOR fails to do so the OWNER may, after having notified the CONTRACTOR, either pay unpaid bills or withhold from the CONTRACTOR'S unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the CONTRACTOR shall be resumed, in accordance with the terms of the Contract Documents, but in no event shall the provisions of this sentence be construed to impose any obligations upon the OWNER to either the CONTRACTOR, any payment so made by the OWNER shall be considered as a payment made under the Contract Documents by the OWNER to the CONTRACTOR and the OWNER shall not be liable to the CONTRACTOR for any such payments made in good faith.

Acceptance of Final Payment as Release:

14.11 When all items of work are completed to the satisfaction of the ENGINEER and the ENGINEER has been advised by the CONTRACTOR that a final inspection is desired, time will be suspended until final inspection is conducted and for an additional 14 calendar days after the CONTRACTOR has been notified in writing of the results of the inspection. If after the end of the 14-day suspension all necessary items of work have not been completed, time changes will resume. If the specified completion date had not been reached at the time the CONTRACTOR called for a final inspection, the calendar day difference between the specified completion date and the date the CONTRACTOR called for a final inspection will be added after the 14-day period before starting liquidated damages. If a project is on liquidated damages at the time a final inspection is scheduled, liquidated damages will be

suspended until the final inspection is conducted and for seven (7) calendar days after the CONTRACTOR has been notified in writing of the results of the inspection. If after the end of the 7-day suspension all necessary items of work have not been completed, liquidated damages will resume. When final inspection has been made by the ENGINEER and all items of work have been completed, the daily time charge will cease.

14.12 The acceptance by the CONTRACTOR of final payment shall be and shall operate as a release to the OWNER of all claims and liability to the CONTRACTOR other than claims in stated amounts as may be specifically excepted by the CONTRACTOR for all things done or furnished in connection with this Work and for every act and neglect of the OWNER and others relating to or arising out of this Work. Any payment however, final or otherwise, shall not release the CONTRACTOR or his sureties from any obligations under the Contract Documents or the Performance Bond and Payment Bonds.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION:

Owner May Suspend Work:

15.1 The OWNER may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to the CONTRACTOR and the ENGINEER which shall fix the date on which Work shall be resumed. The CONTRACTOR will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if he makes a claim therefore as provided in Articles 11 and 12.

Work During Inclement Weather:

15.2 No Work shall be done under these Specifications except by permission of the OWNER when the weather is unfitting for good and careful work to be performed. Should the severity of the weather continue, the CONTRACTOR, upon the direction of the OWNER, shall suspend all work until instructed to resume operations by the OWNER and the Contract Time shall be extended to cover the duration of the order. Work damaged during periods of suspension due to inclement weather shall be repaired and/or replaced by the CONTRACTOR. Any compensation for repairs or replacements shall be subject to approval of the OWNER.

Owner May Terminate:

15.3 If the CONTRACTOR is adjudged bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the CONTRACTOR or for any of his property; or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable

materials or equipment, or if he repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment or he disregards laws, ordinances, rules regulations or orders of any public body having jurisdiction, or if he disregards the authority of the ENGINEER, or if he otherwise violates any provision of the Contract Documents, then the OWNER may without prejudice to any other right or remedy and after giving the CONTRACTOR and his surety seven days written notice, terminate the services of the CONTRACTOR and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the CONTRACTOR, and finish the Work by whatever method he may deem expedient. In such case the CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excess shall be paid to the CONTRACTOR. If such costs exceed such unpaid balance, the CONTRACTOR or the Surety will pay the difference to the OWNER. Such costs incurred by the OWNER will be determined by the ENGINEER and incorporated in a Change Order.

15.4 Where the CONTRACTOR'S services have been so terminated by the OWNER, said terminations shall not affect any rights of the OWNER against the CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys by the OWNER due the CONTRACTOR will not release the CONTRACTOR from liability.

15.5 Upon seven days written notice to the CONTRACTOR and the ENGINEER, the OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate the Agreement. In such case, the CONTRACTOR shall be paid for all Work executed and any expense sustained plus a reasonable profit.

Removal of Equipment:

15.6 In the case of termination of this Contract before completion, for any cause whatever, the CONTRACTOR if notified to do so by the OWNER, shall promptly remove any part or all of his equipment and supplies from the property of the OWNER. Should the CONTRACTOR not remove such equipment and supplies, the OWNER shall have the right to remove them at the expense of the CONTRACTOR. Equipment and supplies shall not be construed to include such items for which the CONTRACTOR has been paid in whole or in part.

Contractor May Stop Work or Terminate:

15.7 If, through no act or fault of the CONTRACTOR, the Work is suspended for a period of more than ninety (90) days by the OWNER or under an order of court or other public authority, or the ENGINEER fails to act on any Application for Payment within sixty (60) days after it is submitted, or the OWNER fails to pay the CONTRACTOR any sum approved by the ENGINEER or awarded by court ruling within forty-five (45) days of its approval and presentation, then the CONTRACTOR may, upon seven (7) days written notice to the OWNER and the ENGINEER, and if the OWNER or ENGINEER fails to reasonably respond in writing, terminate the Agreement and recover from the OWNER payment for all Work executed and any expense sustained plus a reasonable profit. In addition, and in lieu of terminating the Agreement, if the ENGINEER has failed to act on an Application for Payment or the OWNER has failed to make any payment as aforesaid, the CONTRACTOR may upon seven (7) days' notice to the OWNER and the ENGINEER stop the Work until he has been paid all amounts then due.

Owner Furnished Equipment:

15.8 In case the OWNER furnishes equipment to the CONTRACTOR to install but fails to deliver it to the CONTRACTOR as required and in case such failure causes the CONTRACTOR additional expense or need for extension of time, the CONTRACTOR may make such claims upon the OWNER and obtain adjustments as provided herein.

Liquidated Damages:

15.9 If the CONTRACTOR shall fail to complete the work within the contract time, or extension of time granted by the OWNER, then the CONTRACTOR will pay to the OWNER the amount for liquidated damages as specified in the Contract Documents for each calendar day that the CONTRACTOR shall be in default after the time stipulated in the Contract Documents.

ARTICLE 16 - DISPUTE SETTLEMENT:

16.1 All claims, disputes and other matters in question arising out of, or relating to, this Agreement or the breach thereof except for claims which have been waived by the making or acceptance of final payment as provided by paragraph 14.11, shall be decided in a court of competent jurisdiction.

ARTICLE 17 - MISCELLANEOUS:

17.1 Whenever any provision of the Contract Documents requires the giving of written notice it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to him who gives the notice.

17.2 If the OWNER fails to make payment forty-five (45) days after payment is due, in addition to other remedies available to the CONTRACTOR, there shall be added to each such progress payment, interest at 1% per month commencing on the first day after said payment is due and continuing until the payment is received by the CONTRACTOR.

17.3 All Specifications, Drawings and copies thereof furnished by the ENGINEER shall remain his property. They shall not be used on another Project, and, with the exception of those sets which have been signed in connection with the execution of the Agreement, shall be returned to him on request upon completion of the Project.

17.4 The duties and obligations imposed by these General Conditions, and the rights and remedies available hereunder, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR by paragraphs 6.36 and 14.3 and the rights and remedies available to OWNER and ENGINEER there under, shall be in addition to, and shall not be construed in any way as a limitation of, any rights and remedies available by law, by special guarantee or by other provisions of the CONTRACT DOCUMENTS.

17.5 Should the OWNER or the CONTRACTOR suffer injury or damage to its person or property because of any error, omission or act of the other or of any of his employee or agents or others for whose acts he is legally liable, claim shall be made in writing to the other party within a reasonable time of the first observance of such injury or damage.

17.6 The CONTRACT DOCUMENTS shall be governed by the law of the place of the Project.

Progress Charts and Requirements for Overtime Work

17.7 The CONTRACTOR shall within 5 days or within such time as determined by the OWNER after date of commencement of work prepare and submit to the OWNER for approval a practicable schedule, showing the order in which, the CONTRACTOR proposes to carry on the work, the date on which he will start the several salient features (including procurement of materials, plans and equipment) and the contemplated dates for completing the same. The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion at any time. The CONTRACTOR shall enter on the chart the actual progress at such intervals as directed by the OWNER and shall immediately deliver to the OWNER three (3) copies thereof. If the CONTRACTOR fails to submit a progress schedule within the time herein prescribed, the owner may withhold approval of progress payment estimates until such time as the CONTRACTOR submits the required progress schedule.

17.8 If, in the opinion of the OWNER, the CONTRACTOR falls behind the progress schedule, the CONTRACTOR shall take such steps as may be necessary to improve his progress and the OWNER may require him to increase the number of shifts, or overtime operations, days of work, or the amount of construction plant, or update the progress schedule to reflect increased production for meeting the completion date, or all of them, and to submit for approval such supplementary schedule or schedules in chart form as may be deemed necessary to demonstrate the manner in which the agreed rate of progress will be regained, all without additional cost to the OWNER.

17.9 Failure of the CONTRACTOR to comply with the requirements of the OWNER under this provision shall be grounds for determination by the OWNER that the CONTRACTOR is not prosecuting the work with such diligence as will insure completion within the time specified. Upon such determination the OWNER may terminate the CONTRACTOR'S right to proceed with the work or any separable part thereof in accordance with the clause of the contract entitled, "Termination for Default-Damages for Delay - Time Extensions.

17.10 Should the Contractor fail to complete the work within the specified time, or within any extra time allowed under these specifications, a sum of money, determined by the following schedule, shall be deducted from any funds due the Contractor, the Owner shall have the right recover the said sum or sums from the Contractor or from the surety, or from both. The amounts of these deductions are to cover the liquidated damages to the Owner incurred by additional or other expenses due to the failure of the Contractor to complete the work or any part of the work within the time specified, and such deductions are not to be considered penalties.

17.11 The damages indicated above shall be considered as liquidated damages for the loss to the OWNER on account of the expense due to the employment of Engineers and their assistants and to any others expenses incurred after the expiration of the Contract time as determined by the ENGINEER in section 14.11

17.12 Work requiring the presence or services of the ENGINEER, based-solely on the opinion of the ENGINEER, will not be permitted on Sunday or holidays observed by the State unless the ENGINEER determines that an emergency or necessity exists. Work on these days solely to complete the project within the contract time will not be considered a necessity or emergency.

17.13 The ENGINEER will prepare and submit to the CONTRACTOR one (1) preliminary punch list of items that do not meet the contract requirements after the final inspection and one (1) final punch list immediately before final completion and final payment.

SUPPLEMENTAL GENERAL CONDITIONS

ARTICLE 1 - SPECIAL CONDITIONS

SCOPE AND INTENT

Special conditions shall prevail over General Conditions in case of conflict. The Contractor shall furnish all labor, materials, equipment (including fuel), tools, appliances, transportation and perform all operations in connection with the construction of, alterations to, or repair of, the building, including utilities, complete, in strict accordance with the specifications and the plans governing the construction of, alterations to, or repair of, the project.

EXAMINATION OF PREMISES

Before submitting a proposal for his work, each bidder shall be held responsible to have examined the site and satisfied himself as to the conditions under which work is to be performed.

PERMITS, TAXES, AND ORDINANCES

The Contractor shall pay for all required permits, give legal notices, and pay taxes and assessments levied in connection with this contract. Building regulations shall be strictly adhered to and the contractor shall be responsible for knowledge thereof.

INSURANCES, ETC.

In addition to the requirements of the General Conditions, insurance coverage specified herein constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the **CONTRACTOR** under the terms of the Contract. The **CONTRACTOR** shall procure and maintain at his own expense any additional kinds and amounts of insurance that, in his own judgment, may be necessary for his proper protection in the prosecution of the Work.

The **CONTRACTOR** shall carry insurance as prescribed herein and all policies shall be with companies satisfactory to the **OWNER**.

If a part of this Contract is sublet, the **CONTRACTOR** shall require each Subcontractor to carry insurance of the same kinds and in like amounts as carried by the **CONTRACTOR**. Certificates of insurance shall state that 30 days written notice will be given to the **OWNER** before the policy is canceled or changed. No **CONTRACTOR** or Subcontractor will be allowed to start any construction work on this Contract until certificates of all insurance required herein are filed and approved by the **OWNER**. The certificates shall show the type, amount, class of operations covered, effective dates and the dates of expiration of policies.

The **CONTRACTOR** shall secure and maintain in effect for the period of the Contract and pay all premiums for the following kinds and amounts of insurance.

A. **Workers' Compensation and Employer's Liability Insurance**

This insurance shall protect the **CONTRACTOR** against all claims under applicable State Worker's Compensation Laws. The **CONTRACTOR** shall also be protected and shall cause each Subcontractor to be protected against claims for injury, disease, or death of employees which, for any reason, may not fall

within the provisions of a Worker's Compensation Law. The liability limits shall not be less than the required statutory limits for Worker's Compensation and Employer's Liability or the amount of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) for each person whichever is more. This policy shall include an all states endorsement.

B. **CONTRACTOR'S Comprehensive Public Liability and Property Damage Insurance**, covering all operations in connection with the performance of this Contract in amounts not less than the following:

Bodily injury liability in the amount of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for each person and ONE MILLION DOLLARS (\$1,000,000) for each accident and property damage liability in the amount of TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000) for all damages arising out of the injury or destruction of property in any one accident and subject to that limit per accident a total for aggregate limit of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for all damages arising out of injury to or destruction of property during the policy period.

The Comprehensive Public Liability and Property Damage policies carried by both the **CONTRACTOR** and the Subcontractors shall contain an endorsement to include the coverage of the following hazards:

- a. Explosion, collapse, and underground property damage to include any damage or destruction of property below the surface of the ground, such as wires, conduits, pipes, mains, sewers, etc., caused by the **CONTRACTOR'S** operations.
- b. The collapse of and structural injury to any building, structure or property on or adjacent to the **OWNER'S** premises or right-of-way caused by the **CONTRACTOR'S** operations in the removal of other buildings, structures, or supports, or by excavation below the surface of the ground.
- c. Contractual Liability Coverage for the Hold Harmless segments of the Contract Documents.

C. **CONTRACTOR'S Contingent or Protective Liability and Property Damage:**

In case part of this Contract is sublet, the **CONTRACTOR** shall secure contingent or protective liability and property damage insurance to protect him from any and all claims arising from the operation of his Subcontractors in the execution of Work included in the Contract. In no case shall the amount of such protection be less than the limits of \$500,000/\$1,000,000 for Public Liability Insurance and \$500,000/\$1,000,000 for Property Damage Insurance. The coverage in each case shall be acceptable to the **OWNER**.

D. Automotive Public Liability and Property Damage

The **CONTRACTOR** shall maintain automobile public liability insurance in the amount of not less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for injury to one person and ONE MILLION DOLLARS (\$1,000,000) for one accident; and automobile property damage insurance in the amount of not less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for one accident to protect him from any and all claims arising from the use of the following:

- a. **CONTRACTOR'S** own automobiles and trucks.
- b. Hired automobiles and trucks.
- c. Automobiles and trucks owned by Subcontractors.

The aforementioned is to cover use of automobiles and trucks on and off the site of the Project.

E. OWNER'S Protective Liability Policy

The **CONTRACTOR** shall maintain **OWNER'S** Protective Liability Insurance with the **OWNER** as the named insured, and the **ENGINEER**, and their servants, agents and employees as additional insureds in amounts not less than the following:

- a. Bodily Injury in the amount of ONE MILLION DOLLARS (\$1,000,000) for each person and ONE MILLION DOLLARS (\$1,000,000) for each accident and property damage liability in the amount of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for all damages arising out of an injury or destruction of property in any one accident and subject to that limit per accident a total (or aggregate) limit of ONE MILLION DOLLARS (\$1,000,000) for all damages arising out of injury to or destruction of property during the policy period.

CLEANING UP

The **CONTRACTOR** shall, at all times, keep the premises free from accumulations of waste materials and at the completion of the work, be shall remove all his rubbish, tools, temporary buildings, etc. from and about the site and shall leave his work "broom" clean unless more exactly specified elsewhere. All glass shall be washed and left free from stains of any nature.

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 by OWNER. No substitutes will be taken into consideration after work has begun, no substitutes will be allowed if CONTRACTOR does not submit specification data within time allowed.

INSPECTION

All work covered by these specifications shall be subject to inspection by OWNER or his authorized representative. CONTRACTOR will coordinate with OWNER for inspections as required during construction and furnish to the OWNER in writing a project schedule prior to mobilization of work at the job site.

SPECIFICATIONS AND DRAWINGS ARE RECIPROCAL

The specifications and drawings are intended mutually to explain each other and anything which is referred to in the specifications and not shown on the drawings shall be considered as being shown and mentioned and referred to in both of these documents. Such work shall be done and performed accordingly. Any drawing attached to this specification form is an integral part thereof and where such drawings, if any, differ from these specifications, the specifications shall govern.

AS-BUILT DRAWINGS

Occasionally, during the course of construction, modifications and changes may occur due to site conditions, unforeseen circumstances and problems encountered. This may result in a modification of construction as originally depicted on drawings. Contractor will furnish the OWNER a marked-up set of prints in red line of all changes and/or modifications that pertain to this contract. Drawings will be labeled. "AS-BUILT DRAWINGS".

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.

TECHNICAL SPECIFICATIONS

1. Applicable Specifications

The Technical Specifications entitled Mississippi Standard Specifications for Road and Bridge Construction, 2017 Edition, shall be the specifications applicable to this project except as for herein specified. Any testing required by those specifications for material submittal and approval shall be the responsibility of the CONTRACTOR. The testing laboratory used by the CONTRACTOR shall be a laboratory certified by the Mississippi Department of Transportation and shall be approved by the ENGINEER. Any reference to Unit Item for pay shall be modified and paid based on the Pay Items included in the proposal of the specifications.

2. References Amended to Mean Engineer

Any reference in the above-mentioned specifications to Commission, Director, Chief Engineer, Testing Engineer, or Project Engineer shall be amended in these specifications to mean the ENGINEER, or his duly authorized representative, of the City of Hattiesburg.



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, October 19, 2021

Re: Approve publication of Notice re-scheduling a Public Hearing to hear public comment on the Motor Vehicle Assessment Schedule for the City of Hattiesburg for the Fiscal Year beginning October 1, 2021 and ending September 30, 2022.
File Number: 2021-1266
Minute Book #

Summary

Recommendation Statement

Please place this on the October 19, 2021 City Council meeting for consideration.

**PUBLIC NOTICE AND ORDER OF MAYOR AND COUNCIL OF
THE CITY OF HATTIESBURG, MISSISSIPPI, ADOPTING A
MOTOR VEHICLE ASSESMENT SCHEDULE FOR THE CITY OF
HATTIESBURG, MISSISSIPPI FOR THE FISCAL YEAR
BEGINNING OCTOBER 1, 2021 AND ENDING SEPTEMBER 30,
2022.**

WHEREAS, the Mayor and Council of the City of Hattiesburg, Mississippi, have received from the Mississippi Department of Revenue notice of the adoption of the Motor Vehicle Assessment Schedule by said department for the fiscal year 2021-22; and

WHEREAS the hard copy schedule of assessments by property code is no longer produced and the assessment schedule for passenger vehicles and lights trucks is produced only the computer system of the county tax collector, and is the schedule that is subject for adoption; and

WHEREAS the Mayor and Council of said City desire to adopt the same for the City of Hattiesburg in assessing and collecting ad valorem taxes on motor vehicles for the ensuing year.

**IT IS THEREFORE, HEREBY ORDERED BY THE MAYOR AND COUNCIL OF THE CITY
OF HATTIESBURG, MISSISSIPPI, TO-WIT:**

The Motor Vehicle Assessment Schedule for the fiscal year 2021-22 adopted by the Mississippi Department of Revenue under the provisions of the Motor Vehicle Ad Valorem Tax Act of 1958, as amended by Laws of 1960, being Section 27-51-21, Mississippi Code of 1972, Annotated, is hereby adopted as the Motor Vehicle Assessment Schedule for the City of Hattiesburg, MS, for the fiscal year beginning October 1, 2021 and ending September 30, 2022.

A public hearing of the Mayor and Council of the City of Hattiesburg will be held in City Hall located 200 Forrest Street in said City at 4:00 November 15, 2021, for the purpose of hearing and taking action on any complaint or objection filed in writing objection to and petitioning for a special reduction of any portion of said motor vehicle assessment schedule affecting the complainant directly. Said motor vehicle assessment schedule is open for public inspection and examination in the Office of the Forrest and Lamar County Tax Collectors until the date and time of said hearing.

This order is entered, and the Clerk of the City of Hattiesburg, Mississippi, shall have published in a newspaper, published and having a general circulation in the City of Hattiesburg, a certified copy hereof, pursuant to and as NOTICE under the provisions of the Motor Vehicle Ad Valorem Tax Act of 1958, and Chapter 273 of the Laws of 1960, otherwise designated as Section 27-51-21 of the Mississippi Code Of 1972, Annotated.

SO, ORDERED AND APPROVED on this 21st day of September 2021.

KERMAS EATON, CITY CLERK



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Chris McGee, Director of Parks and Recreation
cc:
Date: Tuesday, October 19, 2021
Re: Approve the sale of grave spaces, per Memo's, Receipts, and Deeds.
File Number: 2021-1221
Minute Book #

Summary

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

Recommendation Statement

I am recommending approval of the sale of grave spaces.

Please place this on the October 19, 2021 City Council meeting for consideration.

To: CITY COUNCIL

From: Deborah Bourne, Division Manager of Cemeteries

Date: September 27, 2021

Cheryl Smith & Maylisa Smith

(1) Space \$175.00

South Half (S ½) of the Southwest Quarter (SW ¼)

Lot 122, Section 39, Highland Cemetery

Jeffery Thompson

(1) Space \$ 175.00

North Half (N ½) of the Northwest Quarter (NW ¼)

Lot 90, Section 34, Highland Cemetery

James Long

(1) Space \$ 150.00

South Half (S ½) of the Northwest Quarter (NW ¼)

Lot 93, Section 2, South Hill Cemetery

To: CITY COUNCIL

From: Deborah Bourne, Division Manager of Cemeteries

Date: October 8, 2021

Tommy & Deborah Kelly

(2) Spaces \$ 350.00

Northwest Quarter (NW ¼)

Lot 20, Section 35, Highland Cemetery

Eddie R. Barnes, Jr

(1) Space \$ 175.00

North Half (N ½) of the Northwest Quarter (NW ¼)

Lot 66, Section 34, Highland Cemetery

Dillard & Sandra Ball

(2) Spaces \$ 350.00

Northeast Quarter (NE ¼)

Lot 6, Section 39, Highland Cemetery

Douglas Turner

(1) Space \$ 175.00

North Half (N ½) of the Northwest Quarter (NW ¼)

Lot 43, Section 35, Highland Cemetery

Steve Headrick

(2) Spaces \$ 350.00

Northwest Quarter (NW ¼)

Lot 109, Section 38, Highland Cemetery

Horace Reedy

(1) Space \$ 175.00

South Half (S ½) of the Northwest Quarter (NW ¼)

Lot 131, Section 39, Highland Cemetery

Edgar Smith, Jr

(2) Spaces \$ 350.00

Northeast Quarter (NE ¼)

Lot 103, Section 38, Highland Cemetery

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 09-23 2021

SOLD TO:

Mr. Mrs. Miss Cheryl Smith & Maylisa Smith

ADDRESS 206 Conti Street Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S $\frac{1}{2}$ SW $\frac{1}{4}$ Lot No. 122 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 [Signature]

Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 09-22 2021

SOLD TO:

Mr. Mrs. Miss Jeffery Thompson

ADDRESS 710 Hall Ave 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. 90 Section No. 34 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

CK# 2297 (Hall)

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]

Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 09-24 2021

SOLD TO:

Mr. Mrs. Miss James Long

ADDRESS 17050 East Park Ave. Hammond, LA 70403

desires to purchase the grave space described below, subject to Cemetery regulations.

S $\frac{1}{2}$ NW $\frac{1}{4}$ Lot No. 93 Section No. 2 in South Hill Cemetery

Number of grave spaces 1 Price per grave space \$ 1

Price Received \$ 150.00

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 10-07- 2021

SOLD TO:

Mr. Mrs. Miss Horace Reedy

ADDRESS 705 Milton Barnes Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S $\frac{1}{2}$ NW $\frac{1}{4}$ Lot No. 131 Section No. 39 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.⁰⁰

Price Received \$ 175.⁰⁰

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

cash

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 10-06- 2021

SOLD TO:

Mr. Mrs. Miss Steve Headrick

ADDRESS 115 Virginia Dr Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

1/2 NW $\frac{1}{4}$ Lot No. 109 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# 1176

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 10/07/2021

SOLD TO:

Mr. Mrs. Miss Douglas Turner

ADDRESS 703 Yorkview DR, Auburn, GA. 30011

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 NW 1/4 Lot No. 43 Section No. 35 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 Bourne
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 10-6-2021

SOLD TO:

Mr. Mrs. Miss Edgar Smith Jr.

ADDRESS 129 West 8th St. Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

1/2 NE 1/4 Lot No. 103 Section No. 38 in Highland Cemetery

Number of grave spaces 2 Price per grave space \$ 175.00

Price Received \$ 350.00

Cash

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

✓

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 09-27-2021

SOLD TO:

Mr. Mrs. Miss

Tommy & Deborah Kelly

ADDRESS

72 Craft Rd Hatt Delal, MS 39465

desires to purchase the grave space described below, subject to Cemetery regulations.

1/2 NW 1/4 Lot No. 20 Section No. 35 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

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 09/28/2021

SOLD TO:

Mr. Mrs. Miss

Eddie R. Barnes Jr

ADDRESS

101 Dixie Ave Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 NW 1/4 Lot No. 16 Section No. 34 in Highland Cemetery

Number of grave spaces

1

Price per grave space \$ 175.00

Price Received \$

175.00

CITY OF HATTIESBURG, MISSISSIPPI

By

Deborah Bourne

Supt. of City Cemeteries

✓

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., OCT 4 2021

SOLD TO:

Mr. Mrs. Miss

DELLARD & SANDRA BALL

ADDRESS

11 MELTON ST HATTIESBURG MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

1/2 NW 1/4 Lot No. 6 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

Anchor Parker

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 Cheryl Smith & Maylisa 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:

South Half (S½) of the Southwest Quarter (SW¼)

Lot 122 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 19th day of October, 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 Kemas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 19th day of October, 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 Jeffery Thompkins, 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 90

Section 34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 19th day of October, 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 19th day of October, 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 James Long, 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 Number: 93 Section Number: 2

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 19th day of October, 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 19th day of October, 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 Eddie R. Barnes, 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:

North Half (N½) of the Northwest Quarter (NW¼)

Lot 66

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 19th day of October, 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 19th day of October, 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, Dillard & Sandra Ball, 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 (NE¹/₄)

Lot Number 6 Section Number 37

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 19th day October, 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 19th day of October, 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, Tommy & Deborah Kelly, 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 20 Section Number 35

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 19th day October, 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 19th day of October, 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 Douglas 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:

North Half (N½) of the Northwest Quarter (NW¼)

Lot 43 Section 35

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 19th day of October, 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 19th day of October, 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, Edgar Smith, 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:

Northeast Quarter (NE¼)

Lot Number 103 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 19th day October, 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 19th day of October, 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, Steve Headrick, 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 109 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 19th day October, 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 19th day of October, 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 Horace Reedy, 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 131 Section 39

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 19th day of October, 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 19th day of October, 2021.

My Commission Expires:

NOTARY PUBLIC



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, October 19, 2021

Re: Approve claims docket for the period ending October 15,2021.
File Number: 2021-1267
Minute Book #

Summary

Approve claims docket for the period ending October 15,2021.

Recommendation Statement

Please place this on the October 19, 2021 City Council meeting for consideration.