



**Tuesday, November 2, 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 Routine Item #5, Authorize publication of Notice of Public Hearings regarding the City of Hattiesburg's Redistricting Plan.

POLICY AGENDA

- 1. 2021-1286** Approve the minutes for the October 18 & 19, 2021 meetings of the City Council.
- 2. 2021-1275** Approve Agreement with Shows, Dearman and Waits, Inc. for Engineering services related to the North 28th Avenue Bridge Replacement project and authorize Mayor to execute in duplicate.
- 3. 2021-1283** Approve Agreement with Shows, Dearman and Waits, Inc. for the inspection of bridges inside the City of Hattiesburg that are not already on an inspection inventory for regular inspection and authorize the Mayor to execute in duplicate.
- 4. 2021-1276** Approve Lighting Agreement with Mississippi Power Company for additional lighting in the alley between S Tipton and Fredrick Streets with a monthly increase of \$32.26, and authorize the Mayor to execute the same.
- 5. 2021-1284** Approve agreement between the City of Hattiesburg and APG Neuros for asset management and maintenance service plan for one (1) NX600-C050 Turbo Blower for a three year period in the amount of \$33,250.
- 6. 2021-1280** Rescind Authorization to acquire a portion of a parcel of property for the Hall Avenue Roundabout Project approved at Minute Book Number 2021-251-252 and instead Authorize acquisition of an entire parcel of property identified as Forrest County Parcel No. 2-029P-10-301.00 (PPIN 019193) for the Hall Avenue Roundabout Project; Acknowledge receipt of Appraisal Report and Review

Appraisal Report; Determine appraisal value of \$20,000.00 to be Just Compensation for entire parcel; Authorize Mayor to make a Fair Market Value Offer for the property of \$20,000.00; Authorize Mayor to execute any and all documents required to complete the transaction; Authorize issuance of a manual check in payment thereof upon closing of transaction.

7. **2021-1282** Approve and authorize Mayor to execute the U.S. Department of Housing and Urban Development (HUD) Lead Hazard Reduction Grant Program and Healthy Homes Supplement Grant Agreement in the amount of \$1,864,883.00 (\$1,617,400 federal share and \$247,483 local share).
8. **2021-1279** Authorize the acceptance of the FY21 Edward Byrne Memorial Justice Assistance Grant (JAG) Program Award from the US Department of Justice in the amount of \$20,312.
9. **2021-1278** Ratification of a submitted grant application to the Mississippi Department of Archives and History (MDAH) for the Community Heritage Preservation Grant Program in the amount of \$250,000.00 to help fund plaster repairs at Saenger Theater. Matching funds of \$500,000.00 will be provided by Hattiesburg Convention Commission.

ROUTINE AGENDA

1. **2021-1274** Acknowledge receipt of the two-quote docket for the period of September 27, 2021 through October 24, 2021 as provided for in 31-7-13(b) of the Mississippi Code of 1972.
2. **2021-1277** Approve Plans and Specifications for the East Side Park Combo Baseball/Football Field Lighting Project and authorize advertisement for bids.
3. **2021-1273** Approve the sale of grave spaces, per attached Memo's, Receipts, and Deeds.
4. **2021-1285** Approve claims docket for the period ending October 31, 2021.

In Memoriam:

- Mr. David Myers
- Bonnie Knight Crudup
- Mr. William Jones, Jr.
- Mr. Frederick Burns
- Mrs. Jerlean Dent
- Arnessa Holmes
- Theresa Cooper Smith
- Ms. Bobbie Jean Denard
- Mr. Glen Bates

Meeting Adjourn

NOTICE OF PUBLIC HEARINGS AND COMMENT PERIOD FOR THE CITY OF HATTIESBURG, MISSISSIPPI REDISTRICTING PLAN

The City of Hattiesburg will be holding public hearings for proposed redistricting plans. Every ten years following the decennial census, ward lines must be redrawn so that each ward is substantially equal in population. This process, called redistricting, is important to ensure population equality and voting rights protection. Public Hearings will be held for the purpose of reviewing the proposed redistricting plans and to receive written and oral comments.

The Public Hearings schedule is as follows:

Ward 1

- **Monday, November 22, 2021 from 6:00 pm – 7:30 pm**
Location: Thad Cochran Center - #216 Barbara Ross Room (USM Campus)
121 W. Memorial Drive Thad Cochran Center, Hattiesburg, MS 39406

Ward 2

- **Monday, November 29, 2021 from 6:00 pm – 7:30 pm**
Location: Historic Eureka School cafeteria
410 E. 6th Street, Hattiesburg, MS 39401

Ward 3

- **Tuesday, November 30, 2021 from 6:00 pm – 7:30 pm**
Location: University Baptist Church
3200 W. Arlington Loop, Hattiesburg, MS 39401

Ward 4

- **Tuesday, November 16, 2021 from 6:00 pm – 7:30 pm**
Location: Jackie Sherrill Dole Community Center
220 W. Front Street, Hattiesburg, MS 39401

Ward 5

- **Thursday, November 18, 2021 from 6:00 pm – 7:30 pm**
Location: Mt. Olive Baptist Church sanctuary
1313 Country Club Road, Hattiesburg, MS 39401

The proposed redistricting plans may also be viewed on the city's website at www.hattiesburgms.com or they will be available for review in the Council Clerk's office located on the 2nd floor of City Hall, 200 Forrest Street, Hattiesburg, MS 39401 between the hours of 8:00 AM to 5:00 PM, Monday through Friday.

Written comments related to the redistricting plan will be accepted until December 6, 2021. Comments may also be mailed to City Hall, Council Office, P.O. Box 1898, Hattiesburg, MS 39403-1898.

If you have any questions regarding this information, please contact the City Council Office at (601) 545-4551 or email at council@hattiesburgms.com



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Ronda Cole, Clerk of Council

cc:

Date: Tuesday, November 2, 2021

Re: Approve the minutes for the October 18 & 19, 2021 meetings of the City Council.
File Number: 2021-1286
Minute Book #

Summary

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

Recommendation Statement

I recommend approval of the minutes.

Please place this on the November 2, 2021 City Council meeting for consideration.

Published Agenda



Monday, October 18, 2021 4:00 PM	City Council Monday Meeting Agenda	Council Chambers 200 Forrest Street
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Call to Order

Public Hearing

1. **2021-1265** Hold Public Hearing on the adoption of the Motor Vehicle Assessment Schedule for the City of Hattiesburg, for the fiscal year beginning, October 1, 2021 and ending September 30, 2022.

Agenda Review

Citizens' Forum

Meeting Recess

Call to Order

BE IT REMEMBERED that **the Agenda Review meeting of the Hattiesburg City Council was held at 4:00 p.m. Monday, October 18, 2021**, in Council Chambers at City Hall; same being an adjourned meeting from October 5, 2021.

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

Council President Carroll Called the meeting to order.

Mayor Toby Barker welcomed members of the Mayor's Youth Council:

- Natalie Davis
- Joel Vaughn
- Chinonyerem Eneh Excel
- Logan Green
- Ashlyn Payton
- Kayla Smith
- A'dymun Walker

Public Hearing

1. **2021-1265** Hold Public Hearing on the adoption of the Motor Vehicle Assessment Schedule for the City of Hattiesburg, for the fiscal year beginning, October 1, 2021 and ending September 30, 2022.

Mr. Eaton stated that Public Hearing of the Motor Vehicle Assessment Schedule Public Hearing notice was on the agenda to be approved for a new scheduled date.

Council President Carroll asked if Public Hearing notice that was scheduled published. Mr. Eaton responded in the negative that it was not.

The City Attorney confirmed in the affirmative that as long the notice was not published, and that the newly scheduled notice was stated in the meeting.

Council President Carroll stated that Public Hearing of the Motor Vehicle Assessment Schedule Public Hearing was re-scheduled.

Redistricting Update

Council President Carroll welcomed Chris Watson, AICP of Bridge & Watson, Inc.

Mr. Watson presented a Census/Redistricting PowerPoint presentation.

After the presentation, Council President Carroll asked each of the Council members to think of a time, date and location for a Redistrict Public Hearing in their ward for November.

- 1. **2021-1287** Redistricting Update - Chris Watson, AICP of Bridge & Watson, Inc.

 Attachments: Hattiesburg 101821 presentation

Agenda Review

Council President Carroll proceeded with the Agenda Review.

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

Citizens' Forum

Council Vice President George proceeded with the Citizens' Forum.

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

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

Council Vice President George closed the Citizen Forum.

Meeting Recess

Council President Carroll declared the **meeting recessed at 4:38 p.m., this 18th day of October, 2021,** by unanimous consent, until the 19th day of October, 2021.

ATTEST:

APPROVE:

Clerk of Council

Council President

ATTEST AND CERTIFY:

APPROVE:

City Clerk

Mayor

Published Agenda



**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
- Mr. Harrison Myles McClain
- Mrs. Ashley Chancellor Krebs
- Mrs. Bobbie McCord
- Mrs. Tonyia Michelle Benton

Meeting Adjourn

Call to Order

BE IT REMEMBERED that the **regular meeting of the Hattiesburg City Council was held at 5:00 p.m. Tuesday, October 19, 2021**, in Council Chambers at City Hall; same being a recessed meeting from October 18, 2021.

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

Council President Carroll Called the meeting to order.

Call to Prayer and Pledge of Allegiance

The prayer was given by Kermas Eaton.

The Pledge of Allegiance was led by Council President Carroll.

Presentation Agenda

The PRESENTATION AGENDA came before the Council.

There were no presentations at this time.

POLICY AGENDA

The POLICY AGENDA came before the Council.

1. **2021-1251** Approve the minutes for the October 4 & 5, 2021 meetings of the City Council.

Attachments: 10-4-2021 AR, WS, XS Mins.
 10-5-2021 Mins.

A MOTION was made by Council Vice President George and seconded by Council Member Brown to Approve the minutes for the October 4 & 5, 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 (via teleconference), Carroll, Ware and Brown

Nays: 0

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.

Attachments: oct hpc item a
 Ordinance - Vacate Portion of Alley north of East Hardy Street, east of North
 Tipton Street
 October HPC MINUTES

A MOTION was made by Council Vice President George and seconded by Council Member Brown to Adopt an Ordinance (#3298) 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).

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

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

Nays: 0

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.

Attachments: boa oct item a

October BOA MINUTES
APPLICANT PRESENTATION_OCT BOA ITEM A

A MOTION was made by Council Vice President George and seconded by Council Member Brown to Approve 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).

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

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

Nays: 0

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.

Attachments: oct hpc item b
 October HPC MINUTES

A MOTION was made by Council Member Ware and seconded by Council Vice President George to Approve 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).

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

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

Nays: 0

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.

Attachments: Adjudication Resolution 10 19 2021
 1. 507 KATIE AVENUE
 2. 515 E. 5TH STREET
 3. 1215 DEWEY STREET
 4. 102 S. 11TH AVENUE
 5. 105 S. 11TH AVENUE
 6. 115 S. 10TH AVENUE
 7. 202 S. 14TH AVENUE
 8. 211 S. 24TH AVENUE
 9. 508 S. 19TH AVENUE
 10. 706 DUANE STREET
 11. 811 DUANE STREET

A MOTION was made by Council Member Brown and seconded by Council Vice President George to Adopt Resolutions (#2021-110-120) 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.

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

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

Nays: 0

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 uncleanliness so as to be a menace to the health and safety of the community, according to the

provision of MS Code 1972, Section 21-19-11.

Attachments: Request to Set P H 10 19 2021
Set Public Hearing Unsafe Properties Resolution 10 19 2021

A MOTION was made by Council Vice President George and seconded by Council Member Brown to Adopt a Resolution (#2021-121) 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.

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

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

Nays: 0

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.

Attachments: OrderLandRolls2021
Lamar County
Resolution Tax Roll.

A MOTION was made by Council Vice President George and seconded by Council Member Brown to Adopt Resolution (#2021-122) 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.

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

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

Nays: 0

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.

Attachments: Mississippi Internet Crimes Against Children Memorandum of Understanding

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

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

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

Nays: 0

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.

Attachments: 2021-2022 Holiday Schedule

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

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

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

Nays: 0

- 10. 2021-1237** Approve the allocated 2021 HUD-American Rescue Plan (ARP) Grant and authorize the Mayor to execute in duplicate.

Attachments: HOME-ARP Grant Agreement – COH

A MOTION was made by Council Member Brown and seconded by Council Vice President George to Approve the allocated 2021 HUD-American Rescue Plan (ARP) Grant and authorize the Mayor to execute in duplicate.

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

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

Nays: 0

- 11. 2021-1259** Approve annual subscriptions from Cummins for diesel mechanic software for the Fire Department, in the amount of \$1,572.90.

Attachments: 1 year fleet subscription
 1 year service plus subscription

A MOTION was made by Council Vice President George and seconded by Council Member Brown to Approve annual subscriptions from Cummins for diesel mechanic software for the Fire Department, in the amount of \$1,572.90.

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

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

Nays: 0

- 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.

Attachments: 2021 HYSA

A MOTION was made by Council Member Brown and seconded by Council Vice President George to Approve Agreement between the City of Hattiesburg Parks and Recreation Department and the Hattiesburg Youth Soccer Association, in an amount of \$20,000 to develop and promote soccer programs for Hattiesburg residents, for the term of October 1, 2021 through September 30, 2022 and authorize the Mayor to execute and issue manual check for same

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

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

Nays: 0

- 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.

Attachments: SMAA 10-21-9-24

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

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

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

Nays: 0

- 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.

Attachments: HCAC- 2021

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

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

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

Nays: 0

- 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.

Attachments: MS Power-1305 McInnis St SL Ath

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

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

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

Nays: 0

- 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.

Attachments: MS Power-704 New Orleans Street Authorization

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

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.

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

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

Nays: 0

- 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.

Attachments: MS Power-W 4th and W 7th St Auth

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

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

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

Nays: 0

- 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.

Attachments: Recommendation Ltr
Certified Bid Tab

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

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

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

Nays: 0

- 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.

Attachments: ARPA GRANT APP MS HBG - SF424 Unsigned

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

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

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

Nays: 0

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.

Attachments: Pre Application for H'burg - Taxiway A Realignment, Improvements & Signage

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

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

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

Nays: 0

21. **2021-1272** Authorize the Mayor and City Clerk to execute certification to the Municipal Compliance Questionnaire for fiscal year ending September 30, 2021.

Attachments: MCQ 2021

A MOTION was made by Council Member Brown and seconded by Council Vice President George to Authorize the Mayor and City Clerk to execute certification to the Municipal Compliance Questionnaire for fiscal year ending September 30, 2021.

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

Yeas: 5 - George, Delgado (via teleconference), 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 Brown to approve the Routine Agenda.

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

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

Nays: 0

1. **2021-1225** Acknowledge receipt of Privilege Tax License monthly report September 2021.

Attachments: Privilege Tax License Mthy Report Sept 2021

2. **2021-1260** Acknowledge Proof of Publications for Hub City Spokes for the month of September 2021.

Attachments: Proof of Publications Hub City Spokes Inv98715
Proof of Publications Hub City Spokes Inv98536

3. **2021-1257** Acknowledge receipt of Report of Solid Waste Revenues & Expenditures for fiscal year ending September 30, 2021 and authorize publication of same.

Attachments: 20211011154000380

4. **2021-1268** Acknowledge receipt of FY 2020-2021 Expenditure Report from South Mississippi Art Association. (Ceramics and Pottery Program).

 Attachments: 1702_001
5. **2021-1271** Acknowledge receipt of FY 2021 Expenditure Report from Hattiesburg Arts Council Municipal Programs.

 Attachments: Hburg Arts Council Expenditure Report
6. **2021-1262** Acknowledge receipt of FY 2021 Expenditure Report from Hattiesburg Youth Soccer Association for HYSA Soccer Program.

 Attachments: HYSA Expenditure report 2021
7. **2021-1258** Approve and authorize issuance of manual checks for CDBG Program Claims per attached Memorandum. {Entitlement CDBG}

 Attachments: Manual Check Memo 10192021
 BCS_10192021
8. **2021-1233** Approve Plans and Specifications for the Water Plant #1 Rehabilitation Phase 1 project and authorize advertisement for bids.

 Attachments: Cover Ltr
 1273-W015_Specs_Phase I_Street Ready Set 2021-08-04
 1273-W015_plans_Phase 1_Street Ready Set_2021-08-04
 Advertisement for Bids
9. **2021-1234** Approve Plans and Specifications for the Elaine Circle Retaining Wall Repair project and authorize advertisement for bids.

 Attachments: Cover Ltr
 Advertisement for Bids
 1235-108_Plans_Street Ready Set_2021-09-27
 1235-108_Specs_street ready set_2021-09-27
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.

 Attachments: MOTOR VEHICLE.DOC 2020 - Copy
11. **2021-1221** Approve the sale of grave spaces, per Memo's, Receipts, and Deeds.

 Attachments: Memo's (10-19-2021)
 Receipts (10-19-2021)
 Deeds (10-19-2021)
12. **2021-1267** Approve claims docket for the period ending October 15,2021.

 Attachments: 20211014105941
 DOCKET 21.10.15

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 5:15 p.m.

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

A MOTION was made by Council Member George and seconded by Council Member Ware to enter Executive Session to discuss strategy or negotiations with respect existing litigation, since to have an open meeting on this would have a detrimental effect on the litigating position of the City, in accordance with Mississippi Code Section

25-41-7 (b) at 5:17 p.m.

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

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

Nays: 0

Council member Delgado terminated teleconference at 5:17 p.m.

The City Attorney stepped out into the hall and announced that the Council has gone into Executive Session to discuss strategy or negotiations with respect to existing litigation.

Those present for the Executive Session were Mayor Toby Barker; Council members Jeffrey George, Carter Carroll, Dave Ware and Nicholas Brown; Director of Administration/City Clerk, Kermas Eaton; City Attorney, Randy Pope; Chief Administrative Officer, Ann Jones; Police Chief, Peggy Sealy; Assistant Police Chief, Hardy Sims; Police Major, Tony Fontaine; Fire Chief, Sherrocko Stewart; City Engineer, Lamar Rutland; Director of Urban Development, Andrew Ellard; Director of the Water Department, Alan Howe; Director of Public Works, Ronnie Perkins; Chief Communications Officer, Samantha McCain; Deputy Clerk of Council, Lisa Luu Jolly.

A MOTION was made by Council Vice President George and seconded by Council Member Ware exit Executive Session and re-open the meeting to the public at 5:28pm.

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

Yeas: 4 - George, Carroll, Ware and Brown

Nays: 0

The Council tried to reconnect Council Member Delgado via teleconference twice, but there was no answer at 5:29 p.m.

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

A MOTION was made by Council Vice President George and seconded by Council Member Brown to Add Policy Agenda Item #22 at the request of the Administration.

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

Yeas: 4 - George, Carroll, Ware and Brown

Nays: 0

Absent: 1 - Delgado

22. 2021-1288 Authorize the City Attorney to execute the Agreed Order on behalf of the City in the case styled City of Hattiesburg, Mississippi versus Roper's of Hattiesburg, LLC, and Roper's Rockin' Country, LLC.

Attachments: Agreed Order COH vs Ropers

A MOTION was made by Council Vice President George and seconded by Council Member Brown to Authorize the City Attorney to execute the Agreed Order on behalf of the City in the case styled City of Hattiesburg, Mississippi versus Roper's of Hattiesburg, LLC, and Roper's Rockin' Country, LLC.

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

Yeas: 4 - George, Carroll, Ware and Brown

Nays: 0

Absent: 1- Delgado

In Memoriam:

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

- Mr. Dex Johnson
- Mrs. Susan Donohue
- Mr. Harrison Myles McClain
- Mrs. Ashley Chancellor Krebs
- Mrs. Bobbie McCord
- Mrs. Tonyia Michelle Benton

Meeting Adjourn

Council President Carroll declared the **meeting adjourned at 5:30 p.m., this 19th day of October, 2021,** by unanimous consent, until the 1st day of November, 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: Lamar Rutland

cc:

Date: Tuesday, November 2, 2021

Re: Approve Agreement with Shows, Dearman and Waits, Inc. for Engineering services related to the North 28th Avenue Bridge Replacement project and authorize Mayor to execute in duplicate.
File Number: 2021-1275
Minute Book #

Summary

Approve Agreement with Shows, Dearman and Waits, Inc. for Engineering services related to the North 28th Avenue Bridge Replacement project; Authorize Mayor to execute in duplicate.

Recommendation Statement

I recommend approval of this item.

Please place this on the November 2, 2021 City Council meeting for consideration.

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

AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

Prepared by



Issued and Published Jointly by



This Agreement has been prepared for use with EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition. Their provisions are interrelated, and a change in one may necessitate a change in the other. For guidance on the completion and use of this Agreement, see EJCDC® E-001, Commentary on the EJCDC Engineering Services Agreements, 2013 Edition.

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AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of November 2, 2021 ("Effective Date") between the City of Hattiesburg ("Owner") and Shows, Dearman and Waits, Inc. ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows: the replacement of an existing bridge structure on North 28th Avenue over Green's Creek ("Project").

Other terms used in this Agreement are defined in Article 7.

Engineer's services under this Agreement are generally identified as follows:

Preparation of plans and specifications for the completion of design phase services for the Project, and provision of construction phase engineering and project representative services for the replacement of the aforementioned bridge.

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 Scope

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 General

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.
- B. Owner shall pay Engineer as set forth in Article 4 and Exhibit C.
- C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:
 - 1. any development that affects the scope or time of performance of Engineer's services;
 - 2. the presence at the Site of any Constituent of Concern; or

3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

- A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 Time for Completion

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit A, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 Invoices

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 45 days of receipt.

4.02 Payments

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 45 days after receipt of Engineer's invoice, then:
 1. amounts due Engineer will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said forty-fifth day; and

2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, and the dispute dealt with as set out in Mississippi Code Ann. Section 31-7-305.
- D. *Sales or Use Taxes:* If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.02 *Designing to Construction Cost Limit*

- A. If a Construction Cost limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F to this Agreement.

5.03 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.

- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. *Compliance with Laws and Regulations, and Policies and Procedures:*
 - 1. Engineer and Owner shall comply with applicable Laws and Regulations.
 - 2. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
 - 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
 - a. changes after the Effective Date to Laws and Regulations;
 - b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;
 - c. changes after the Effective Date to Owner-provided written policies or procedures.
- F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.
- G. The general conditions for any construction contract documents prepared hereunder are to be in accordance with local, state and federal law.
- H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations

applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

- I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.
- K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- L. Engineer's services do not include providing legal advice or representation.
- M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- N. While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

- A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A, Paragraph A1.05. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction, and Owner assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in Exhibit A.

6.03 *Use of Documents*

- A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed.

- B. If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.
- C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) such limited license to Owner shall not create any rights in third parties.
- D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Electronic Transmittals*

- A. Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- B. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

6.05 *Insurance*

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.
- B. Section Deleted
- C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other

insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.

- D. Upon written request the Engineer shall deliver to the Owner certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
- E. All policies of property insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.
- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.
- G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.06 *Suspension and Termination*

A. *Suspension:*

- 1. *By Owner:* Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.
- 2. *By Engineer:* Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.D.

B. *Termination:* The obligation to provide further services under this Agreement may be terminated:

- 1. For cause,

- a. by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - b. by Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.D.
 - 3) Engineer shall have no liability to Owner on account of such termination.
 - c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.06.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
2. For convenience, by Owner effective upon Engineer's receipt of notice from Owner.
- C. *Effective Date of Termination:* The terminating party under Paragraph 6.06.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- D. *Payments Upon Termination:*
1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.
 2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.06.D.1, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

6.07 *Controlling Law*

- A. This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.

6.08 *Successors, Assigns, and Beneficiaries*

- A. Engineer is hereby bound and the successors, executors, administrators, and legal representatives of Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Engineer) are hereby bound to the Owner to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
 - 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
 - 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
 - 3. Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in the Construction Contract Documents.

6.09 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking other provisions of this Agreement, or exercising their rights at law.

6.10 *Environmental Condition of Site*

- A. Owner represents to Engineer that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.
- B. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- C. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then

Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.

- D. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until such portion of the Project is no longer affected.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on seven days' notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.11 *Shared Negligence*

- A. *Percentage Share of Negligence:* To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

6.12 *Records Retention*

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.13 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

- C. *Severability*: Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver*: A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims*: To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:
 - 1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
 - 2. *Additional Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.
 - 3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
 - 4. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
 - 5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.
 - 6. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
 - 7. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction

Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.

8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
9. *Construction Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
10. *Construction Contract Documents*—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract.
11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
12. *Construction Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.
13. *Construction Cost*—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner’s costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner’s work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer’s independent professional associates and consultants; subcontractors; or vendors.

16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.
17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
20. *Engineer*—The individual or entity named as such in this Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
23. *Owner*—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
24. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.
25. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer as an Additional Service and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
26. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.
27. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.

28. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
29. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
30. *Site*—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
31. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
32. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
35. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner’s costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.
36. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.

37. *Work Change Directive*—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. *Day:*

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

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included:*

- A. Exhibit A, Engineer’s Services.
- B. Exhibit B, Owner’s Responsibilities.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.
- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative.
- E. Exhibit E, DELETED
- F. Exhibit F, DELETED
- G. Exhibit G, Insurance.
- H. Exhibit H, DELETED
- I. Exhibit I, DELETED
- J. Exhibit J, DELETED
- K. Exhibit K, DELETED

8.02 *Total Agreement*

- A. This Agreement, (together with the exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties.

8.03 *Designated Representatives*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer’s and Owner’s representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

8.04 *Engineer's Certifications*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: City of Hattiesburg

By: _____

Print name: Mayor Toby Barker

Title: Mayor

Date Signed: _____

Address for Owner's receipt of notices:

P.O. Box 1898

Hattiesburg, MS 39401

Designated Representative (Paragraph 8.03.A):

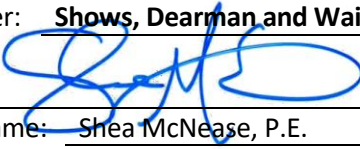
Lamar Rutland, P.E.

Title: Director of Engineering

Phone Number: 601-545-4540

E-Mail Address: lrutland@hattiesburgms.com

Engineer: Shows, Dearman and Waits, Inc.

By: 

Print name: Shea McNease, P.E.

Title: President

Date Signed: _____

Engineer License or Firm's Certificate No. (if required):

E-4

State of: Mississippi

Address for Engineer's receipt of notices:

301 Second Avenue

Hattiesburg, MS 39401

Designated Representative (Paragraph 8.03.A):

Nicholas Connolly, PE, PLS

Title: Vice-President

Phone Number: 601-544-1821

E-Mail Address: nick@sd-w.com

This is **EXHIBIT A**, consisting of **14** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **November 2, 2021**.

Engineer's Services

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

A1.01 Study and Report Phase - *SECTION DELETED*

A1.02 Preliminary Design Phase

- A. After issuance by Owner of any instructions of for use of Project Strategies, Technologies, and Techniques, or for inclusion of sustainable features in the design; and indication by Owner of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, (1) Engineer and Owner shall discuss and resolve any necessary revisions to Engineer's compensation (through application of the provisions regarding Additional Services, or otherwise), or the time for completion of Engineer's services, resulting from the selected solution, related Project Strategies, Technologies, or Techniques, sustainable design instructions, or specific modifications to the Project, and (2) upon written from Owner, Engineer shall:
1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.
 2. In preparing the Preliminary Design Phase documents, use any specific applicable Project Strategies, Technologies, and Techniques authorized by Owner and include sustainable features, as appropriate, pursuant to Owner's instructions.
 3. Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities selected and authorized by Owner pursuant to advice from Engineer based on ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data". If no such scope of work and procedure for utility mapping has been selected and authorized, then at a minimum the utility mapping will include Engineer contacting utility owners and obtaining available information.
 4. Visit the Site as needed to prepare the Preliminary Design Phase documents.
 5. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.
 6. Continue to assist Owner with Project Strategies, Technologies, and Techniques that Owner has chosen to implement.

7. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.
 8. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable.
 9. Perform or provide the following other Preliminary Design Phase tasks or deliverables:
N/A
 10. Furnish 1 review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner within 180 days of authorization to proceed with this phase, and review them with Owner. Within 15 days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.
 11. Revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner 1 copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within 60 days after receipt of Owner's comments.
- B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

A1.03 *Final Design Phase*

- A. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other Preliminary Design Phase deliverables, subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon authorization from Owner, Engineer shall:
1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
 2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.

Exhibit A – Engineer's Services

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

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3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.
 4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.
 5. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.
 6. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.
 7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.
 8. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.
 9. Perform or provide the following other Final Design Phase tasks or deliverables: N/A
 10. Furnish for review by Owner, its legal counsel, and other advisors, 1 copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, within 270 days of authorization to proceed with the Final Design Phase, and review them with Owner. Within 15 days of receipt, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.
 11. Revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit 1 final copies of such documents to Owner within 60 days after receipt of Owner's comments and instructions.
- B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled

Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables.

- C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.
- D. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is one (1). If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

A1.04 *Bidding or Negotiating Phase*

- A. After acceptance by Owner of the final Drawings and Specifications, other Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:
 - 1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.
 - 2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.
 - 3. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.
 - 4. Consult with Owner as to the qualifications of prospective contractors.
 - 5. Consult with Owner as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.
 - 6. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents)

prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.

7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.
 8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.
 9. Perform or provide the following other Bidding or Negotiating Phase tasks or deliverables:
N/A
- B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Agreement).

A1.05 Construction Phase

- A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:
1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in this Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
 2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D.
 3. *Selection of Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the services identified in Exhibit B, Paragraph B2.01.
 4. *Pre-Construction Conference:* Participate in a pre-construction conference prior to commencement of Work at the Site.

5. *Electronic Transmittal Protocols:* If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.
6. *Original Documents:* If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.
7. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
8. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
9. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:
 - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.
 - b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for

Exhibit A – Engineer's Services

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the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

10. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.
11. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.
12. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.
13. *Non-reviewable Matters:* If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.
14. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.
15. *Change Orders and Work Change Directives:* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
16. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use.

17. *Shop Drawings, Samples, and Other Submittals:* Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
18. *Substitutes and "Or-equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.
19. *Inspections and Tests:*
 - a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.
 - b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.
 - c. Pursuant to the terms of the Construction Contract, require special inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.
20. *Change Proposals and Claims:* (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.
21. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
 - a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief,

Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).

- b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.
22. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph A1.05.A.17. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.
23. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.

24. *Other Tasks:* Perform or provide the following other Construction Phase tasks or deliverables: N/A
 25. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form attached hereto as Exhibit E (“Notice of Acceptability of Work”) that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the best of Engineer’s knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.
 26. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.
- B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract as indicated in Paragraph A1.03.D, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

A1.06 *Post-Construction Phase*

- A. Upon written authorization from Owner during the Post-Construction Phase, Engineer shall:
1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.
 2. Together with Owner, visit the Project within one month before the end of the Construction Contract’s correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.
 3. Perform or provide the following other Post-Construction Phase tasks or deliverables: N/A

- B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.

PART 2 – ADDITIONAL SERVICES

A2.01 *Additional Services Requiring Owner's Written Authorization*

- A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit C.
1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
 2. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
 3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
 4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Paragraph A1.01.A.1 and 2.
 5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
 6. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.
 7. Undertaking investigations and studies including, but not limited to:
 - a. detailed consideration of operations, maintenance, and overhead expenses;
 - b. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;

- c. preparation of appraisals;
 - d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;
 - e. detailed quantity surveys of materials, equipment, and labor; and
 - f. audits or inventories required in connection with construction performed or furnished by Owner.
- 8. Furnishing services of Consultants for other than Basic Services.
 - 9. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
 - 10. Providing the following services:
 - a. Services attributable to more prime construction contracts than specified in Paragraph A1.03.D.
 - b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.
 - 11. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Part 1 of Exhibit A).
 - 12. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.
 - 13. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.
 - 14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Paragraph 5.02.A and Exhibit F.
 - 15. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.
 - 16. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.
 - 17. Preparing Record Drawings, and furnishing such Record Drawings to Owner.

Exhibit A – Engineer's Services

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

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18. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.
19. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.
20. Preparation of operation, maintenance, and staffing manuals.
21. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).
22. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
23. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.
24. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, lien or bond claim, or other legal or administrative proceeding involving the Project.
25. Overtime work requiring higher than regular rates.
26. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.8; any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
27. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
28. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).
29. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

A2.02 *Additional Services Not Requiring Owner's Written Authorization*

- A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner.
 1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.

2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.
3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.
5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.
6. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.
7. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.
8. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.

This is **EXHIBIT B**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **November 2, 2021**.

Owner's Responsibilities

Article 2 of the Agreement is supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

- A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.
- B. Give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer's possession) of all design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
- C. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
- D. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 - 1. Property descriptions.
 - 2. Zoning, deed, and other land use restrictions.
 - 3. Utility and topographic mapping and surveys.

4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
 6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.
 7. Data or consultations as required for the Project but not otherwise identified in this Agreement.
- E. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- F. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
1. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
 2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
 3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.
- G. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

- I. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
- J. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- K. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, then designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
- L. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
- M. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- N. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
- O. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
- P. Place and pay for advertisement for Bids in appropriate publications.
- Q. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
- R. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
- S. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.
- T. Perform or provide the following: N/A

This is **EXHIBIT C**, consisting of 7 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **November 2, 2021**.

Payments to Engineer for Services and Reimbursable Expenses
COMPENSATION PACKET BC-3: Basic Services – Percentage of Construction Cost

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER’S RESPONSIBILITIES

C2.01 *Compensation for Basic Services (other than Resident Project Representative) – Percentage of Construction Cost Method of Payment*

- A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer’s Resident Project Representative, if any, as follows:
1. *General:* An amount equal to **nine (9)** percent of the Construction Cost. This amount includes compensation for Engineer’s Services and services of Engineer’s Consultants, if any. The percentage of Construction Cost noted herein accounts for labor, overhead, profit, and expenses (other than any expressly allowed Reimbursable Expenses).
 2. As a basis for payment to Engineer, Construction Cost will be based on one or more of the following determinations with precedence in the order listed for Work designed or specified by Engineer:
 - a. For Work designed or specified and incorporated in the completed Project, the actual final price of the Construction Contract(s), as duly adjusted by Change Orders.
 - b. For Work designed or specified but not constructed, the lowest bona fide Bid received from a qualified bidder for such Work; or, if the Work is not bid, the lowest bona fide negotiated proposal for such Work.
 - c. For Work designed or specified but not constructed upon which no such Bid or proposal is received, Engineer’s most recent opinion of probable Construction Cost.
 - d. Labor furnished by Owner for the Project will be included in the Construction Cost at current market rates including a reasonable allowance for overhead and profit. Materials and equipment furnished by Owner will be included at current market prices.
 - e. For purposes of determining Construction Cost under this provision, no deduction is to be made from Construction Contract pricing on account of any penalty, liquidated damages, or other amounts withheld from payments to Contractor(s).
 3. *Reimbursable Expenses:* In addition to the Percentage of Construction Cost, Engineer is also entitled to reimbursement from Owner for the following Reimbursable Expenses: **NONE**.

4. *Progress Payments:*

- a. The portion of the amounts billed for Engineer's services that is on account of the Percentage of Construction Cost will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period. If any Reimbursable Expenses are expressly allowed, Engineer may also bill for any such Reimbursable Expenses incurred during the billing period.
- b. Upon conclusion of each phase of Basic Services, Owner shall pay such additional amount, if any, as may be necessary to bring total compensation paid during such phase on account of the percentage of Construction Cost to the following estimated percentages of total compensation payable on account of the percentage of Construction Cost for all phases of Basic Services:

Preliminary Design Phase	30%
Final Design Phase	60%
Bidding or Negotiating Phase	10%
	100%

- c. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by Owner.

COMPENSATION PACKET RPR-2:
Resident Project Representative – Standard Hourly Rates

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

C2.04 Compensation for Resident Project Representative Basic Services – Standard Hourly Rates Method of Payment

A. Owner shall pay Engineer for Resident Project Representative Basic Services as follows:

1. **Resident Project Representative Services:** For services of Engineer's Resident Project Representative under Paragraph A1.05.A of Exhibit A, an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Resident Project Representative services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any. The total compensation under this paragraph is estimated to be **\$38,500.00** based upon part-time RPR services on an eight-hour workday, Monday through Friday, over a **120 day** construction schedule.

B. Compensation for Reimbursable Expenses:

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01, and are directly related to the provision of Resident Project Representative or Post-Construction Basic Services, Owner shall pay Engineer **NONE**.

C. Other Provisions Concerning Payment Under this Paragraph C2.04:

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of **1.2**.
2. **Factors:** The external Reimbursable Expenses and Engineer's Consultant's factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
3. **Estimated Compensation Amounts:**
 - a. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
 - b. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice Owner and Engineer promptly shall review the matter of services remaining to be performed and

compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend Engineer's services during negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.

4. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

**COMPENSATION PACKET AS-1:
Additional Services – Standard Hourly Rates**

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

C2.05 Compensation for Additional Services – Standard Hourly Rates Method of Payment

- A. Owner shall pay Engineer for Additional Services, if any, as follows:
1. *General:* For services of Engineer's personnel engaged directly on the Project pursuant to Paragraph A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness under Paragraph A2.01.A.20, (which if needed shall be separately negotiated based on the nature of the required consultation or testimony) an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any.
- B. *Compensation For Reimbursable Expenses:*
1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer as mutually agreed upon by both parties.
 2. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of 1.1.
 3. The Reimbursable Expenses Schedule will be adjusted annually (as of January 1, 2022) to reflect equitable changes in the compensation payable to Engineer.
- C. *Other Provisions Concerning Payment for Additional Services:*
1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.2.
 2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's Factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
 3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

This is **Appendix 2 to EXHIBIT C**, consisting of **1** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **November 2, 2021**.

Standard Hourly Rates Schedule - 2021

A. Standard Hourly Rates:

1. Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Article C2.

B. Schedule:

Hourly rates for services performed on or after the date of the Agreement are:

Senior Engineer	\$175/Hour
Project Engineer	\$150/Hour
Junior Engineer	\$125/Hour
Engineering Intern	\$115/Hour
Graduate Engineer	\$105/Hour
Senior AutoCad Technician	\$105/Hour
AutoCad Technician	\$ 90/Hour
Senior Resident Project Representative	\$ 95/Hour
Resident Project Representative	\$ 85/Hour
Field Crew	\$175/Hour
Administrative	\$ 45/Hour

This is **EXHIBIT D**, consisting of 5 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **November 2, 2021**.

Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

Article 1 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 1 - SERVICES OF ENGINEER

D1.01 *Resident Project Representative*

- A. Engineer shall furnish a Resident Project Representative ("RPR") to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.
- B. Through RPR's observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor's work in progress, for the coordination of the Constructors' work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A, Paragraph A1.05, of this Agreement are applicable.
- C. The duties and responsibilities of the RPR are as follows:
 - 1. *General:* RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
 - 2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.
 - 3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.

4. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
5. *Liaison:*
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
6. *Clarifications and Interpretations:* Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor. ,
7. *Shop Drawings and Samples:*
 - a. Record date of receipt of Samples and Contractor-approved Shop Drawings.
 - b. Receive Samples that are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
 - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.
8. *Proposed Modifications:* Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.
9. *Review of Work; Defective Work:*
 - a. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.

- b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work. ; and
- c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

10. *Inspections, Tests, and System Start-ups:*

- a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
- b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
- d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.
- e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.

11. *Records:*

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, approved Shop Drawing and Sample submittals, and other Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- c. Upon request from Owner to Engineer, photograph or video Work in progress or Site conditions.
- d. Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.

- e. Maintain records for use in preparing Project documentation.
- f. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

12. *Reports:*

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
- d. Immediately inform Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.

13. *Payment Requests:* Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

14. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

15. *Completion:*

- a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.
- b. Participate in Engineer's visit to the Site in the company of Owner and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
- c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work.

D. Resident Project Representative shall not:

1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including “or-equal” items).
2. Exceed limitations of Engineer’s authority as set forth in this Agreement.
3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.
5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Project in whole or in part.

This is **EXHIBIT G**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **November 2, 2021**.

Insurance

Paragraph 6.05 of the Agreement is supplemented to include the following agreement of the parties:

G6.05 Insurance

A. The limits of liability for the insurance required by Paragraph 6.05.A and 6.05.B of the Agreement are as follows:

1. By Engineer:

a. Workers' Compensation: Statutory

b. Employer's Liability --

- | | |
|---|-----------|
| 1) Bodily injury, each accident: | \$100,000 |
| 2) Bodily injury by disease, each employee: | \$100,000 |
| 3) Bodily injury/disease, aggregate: | \$500,000 |

c. General Liability --

- | | |
|---|-------------|
| 1) Each Occurrence (Bodily Injury and Property Damage): | \$1,000,000 |
| 2) General Aggregate: | \$2,000,000 |

d. Excess or Umbrella Liability --

- | | |
|-----------------------|-------------|
| 1) Per Occurrence: | \$2,000,000 |
| 2) General Aggregate: | |

e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage):

\$1,000,000

f. Professional Liability --

- | | |
|---------------------|-------------|
| 1) Each Claim Made | \$1,000,000 |
| 2) Annual Aggregate | \$1,000,000 |

g. Other (specify): N/A

B. *Additional Insureds:*

1. The following individuals or entities are to be listed on Owner's general liability policies of insurance as additional insureds:
 - a. Shows, Dearman and Waits, Inc.
Engineer
 - b. N/A
Engineer's Consultant
 - c. N/A
Engineer's Consultant
 - d. N/A
[other]
2. During the term of this Agreement the Engineer shall notify Owner of any other Consultant to be listed as an additional insured on Owner's general liability policies of insurance.
3. The Owner shall be listed on Engineer's general liability policy as provided in Paragraph 6.05.A.



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, November 2, 2021

Re: Approve Agreement with Shows, Dearman and Waits, Inc. for the inspection of bridges inside the City of Hattiesburg that are not already on an inspection inventory for regular inspection and authorize the Mayor to execute in duplicate.
File Number: 2021-1283
Minute Book #

Summary

Approve Agreement with Shows, Dearman and Waits, Inc. for the inspection of bridges inside the City of Hattiesburg that are not already on an inspection inventory for regular inspection; Authorize Mayor to execute in duplicate.

Recommendation Statement

I recommend approval of this item.

Please place this on the November 2, 2021 City Council meeting for consideration.



Engineering Progress

June 16, 2021

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

Attn: Lamar Rutland, P.E.

**Re: Hattiesburg Non-NBIS Bridge Inspections
City of Hattiesburg**

Dear Lamar:

SDW is pleased to submit a proposal for the inspection of bridges inside the City of Hattiesburg that are not currently on another inventory for regular inspection. Our proposal will include the following for each structure:

1. Field inspection of structure per applicable requirements of the National Bridge Inspection Standards, including:
 - a. Identification data
 - b. Classification data
 - c. Structure type and materials
 - d. Age and service
 - e. Geometric data
2. Preparation of a report, including:
 - a. Appraisals of the waterway, substructure, superstructure, and deck
 - b. Standard pictures of the structure
 - c. Field notes and sketches
 - d. Stream profiles
 - e. Routine and urgent maintenance recommendations

We propose to complete these services for the lump sum costs per bridge as detailed on the next page. These costs include all labor, equipment, and materials except for traffic control, which the City shall be responsible for when necessary.

Proposal Costs		Proj. No.: 12212	Date: June 16, 2021
Non-NBIS Bridge Inspections			
City of Hattiesburg			
Item	Facility Carried / Near	Feature Intersected	Cost
Vehicle Traffic			
1	Old Augusta Street	Gordon's Creek	\$ 1,850.00
2	N. 28th Avenue	Greens Creek	\$ 1,900.00
3	N 21st & Quinn	Branch Gordons Creek	\$ 1,850.00
4	N 25th between Quinn and & 4th	Branch Gordons Creek	\$ 1,900.00
5	McInnis Loop @ RR crossing	Branch Gordons Creek	\$ 1,950.00
Pedestrian Traffic			
6	Town Square Park	Gordon Creek	\$ 2,000.00
7	Longleaf Trace @ N 31st	Longleaf Trace	\$ 1,850.00
8	Kimball & Quinn	Branch Gordons Creek	\$ 1,850.00
9	High Street to Jaycee Park	Gordon Creek	\$ 1,850.00
10	S. 19th to Camp St @ zoo	Gordon Creek	\$ 1,950.00
11	S. 19th to Camp St @ zoo	Gordon Creek	\$ 1,950.00
12	Beverly Lane	Branch Gordons Creek	\$ 1,900.00
		Project Total:	\$ 20,900.00

Should you have any questions or if we can be of further assistance, please do not hesitate to call me at (601) 544-1821.

Sincerely,



John T. Weeks, P.E.
Project Engineer

This proposal sets forth my understanding of the terms and objectives of the engagement of Shows, Dearman & Waits, Inc. to provide engineering services.

By: _____
(Typed name)

Signature

Date



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, November 2, 2021

Re: Approve Lighting Agreement with Mississippi Power Company for additional lighting in the alley between S Tipton and Fredrick Streets with a monthly increase of \$32.26, and authorize the Mayor to execute the same.
File Number: 2021-1276
Minute Book #

Summary

Approve Lighting Agreement with Mississippi Power Company for additional lighting in the alley between S Tipton and Fredrick Streets with a monthly increase of \$32.26, and authorize the Mayor to execute the same.

Recommendation Statement

I recommend approval of lighting agreement.

Please place this on the November 2, 2021 City Council meeting for consideration.

DATE: 10/19/21

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		
<u>50 Watt LED</u>	<u>1 - 2</u>	<u>Dirt Alley Between S Tipton and Fredrick St</u>
<u>30 ft Wood Pole</u>	<u>1 - 2</u>	<u>Monthly Cost \$32.26</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:

cc:

Date: Tuesday, November 2, 2021

Re: Approve agreement between the City of Hattiesburg and APG Neuros for asset management and maintenance service plan for one (1) NX600-C050 Turbo Blower for a three year period in the amount of \$33,250.
File Number: 2021-1284
Minute Book #

Summary

Recommendation Statement

Please place this on the November 2, 2021 City Council meeting for consideration.



October 13th, 2021

Alan Howe

City of Hattiesburg WWTP
900 James Street
Hattiesburg, MS 39401
601-408-0586
ahowe@hattiesburgms.com

Reference: 11-0007 Hattiesburg / AM-2020-0386B1

Subject: Proposal for an Asset Management and Maintenance Service Plan

Equipment covered: One (1) NX600-C050 Turbo Blower.

Dear Mr. Howe,

We are pleased to provide you with our proposal for an **Asset Management and Maintenance Service Plan** for our product in your facility.

This plan has been carefully designed to provide you with a peace-of-mind operation, protecting your turbo blowers from unscheduled events. Through the Asset Management, we incorporate the latest improvements and developments into your Turbo Blowers and proactively manage their health throughout their life cycle, maintaining the equipment technologically up to date and maximizing their efficiency. The Asset Management and Maintenance Service Plan provides protection from unexpected maintenance spending through the Extended Warranty as well as priority supply of spare parts when needed.

Our Plan includes:

- A. Asset Management – Upgrades
- B. Extended Warranty
- C. Remote Monitoring System
- D. Extended Preventive Routine Maintenance

A. Asset Management – Upgrades

The Asset Management maintains the Turbo Blower(s) technologically up to date.

Includes:

- Mandatory or recommended product modifications
- Recommended upgrades and new component developments
- Fine tuning of turbo blower(s) and aeration system
- Participation in manufacturer's maintenance and support development
- In the case of unscheduled events
 - After Hours Remote Technical Support (by telephone), as required
 - 24 hour a day - 365 days a year customer service support line by calling at 1-855-423-2746
 - Priority access to the field support team

APGN Inc.

1270, Michèle-Bohec, Blainville, Québec J7C 5S4
Tel.: 450 939-0799 Fax: 450 939-2115 Web site: www.apg-neuros.com

- Priority on availability of parts and modules within 72 hours
- Priority on availability of replacement cores (loaners) at no charge to minimize downtime
- Field service report after each visit
- Refresher training on turbo blower preventive maintenance activities
- Dedicated Regional Manager for first response on field support
 - Regular meetings with customers to listen to current concerns and future needs
 - Regular training sessions for on-site personnel

B. Extended Warranty

The Extended Warranty eliminates the need to worry about capital and maintenance budget restrictions. It covers the cost of repairing or replacing major components when out of service.

Includes:

1. Blower core:
 - High efficiency impeller,
 - Permanent magnet synchronous motor,
 - Bump-foil air bearings,
 - Diffuser fan,
 - Motor casing
2. Variable speed drive/inverter
3. Input line reactor
4. Sine-wave (sinus) filter
5. Blower local control panel and Programmable Logic Controller (PLC) components
6. HMI touch-screen components
7. Internal vibration and absorption mounts
8. Vibration sensors and monitoring
9. Discharge expander (discharge cone)
10. Blow off by-pass valve and solenoid parts
11. Blow off silencer
12. Sound attenuating enclosure
13. Check valve seals and discs
14. Stop valve body seals and discs
15. External expansion joint

C. Remote Monitoring System

Remote Monitoring System and support as permitted by the customer

- Enables site managers to make better informed decisions through useable data of turbo blower operation.
- Fine tuning and monitoring of aeration system that allows for optimal turbo blower operation.

Option C1. Customer allows APGN to have remote access

- Site can enable or disable access at anytime

Option C2. Customer provides operational data. APGN will not have remote access

- Up to twice per year, operation and diagnostics reporting on operating units, when available. Customer will provide operational data from its control system to APGN for analysis such as:
 - a. Motor speed and temperature
 - b. Suction flow rate and temperature
 - c. Discharge pressure and temperature
 - d. Filter pressure drop
 - e. Bearing temperature
 - f. Power consumption
 - g. Rotor vibration
 - h. VFD temperature
 - i. Ambient temperature and ambient relative humidity
 - j. Blower status
 - k. Fault codes

D. Extended Preventive Routine Maintenance

Our Extended Preventive Routine Maintenance is designed in accordance to the the standards of the annual health check and inspection outlined in the O&M manual.

- One (1) on-site maintenance and inspection visit by a manufacturer's Field Service Technician.
- Customized class room and hands-on training to your staff's needs.
- Inspect and clean or replace air intake filters (inside the turbo blower).
- Inspect and clean dirt as well as debris in enclosure - seal as required.
- Perform visual inspection of core.
- Measure core shaft torque and assess condition.
- Perform bump start alignment of the core bearings.
- Audible and visual inspection of unit to determine health of connections, valves and gaskets.
- Ensure PLC and HMI software is operational and suitable for the blower control.
- Verification of blower protection from surge or adverse operating conditions.
- Review and analyze PLC errors history, and provide recommendations.
- Verify the PLC and HMI software version including the new protection or optimization, and update to latest standard, if applicable.
- Inspect for loose electrical and mechanical connections and tighten them as required.
- Inspection of all electrical wiring for signs of overheating or wear.
- Verify sensors functionality and replace them as required.
- Inspect blower operation following factory specifications and adjust control parameters to adapt to the operating environment.
- Inspect paint and fasteners and apply touch-up or replace fasteners as required. Touch-up does not apply to areas larger than a quarter Dollar coin size.
- For liquid cooled models only
 - Check the level of coolant and top up as required.
 - Perform coolant flush (every 3 years)
 - Customer to dispose the old fluid.

- Field service report including a comprehensive check list for each blower.

Additionally, this plan includes:

- After Hours Remote Technical Support (by telephone), as required.
 - 24 hour a day - 365 days a year customer service support line by calling at 1-855-423-2746
 - Response time within 1 hour
 - Up to 150 hours of technical support
- Reporting on operation and diagnostics of operating units, when available for remote monitoring.
- 10% discount on spare parts and air filters for duration of the Asset Management and Service Plan.

Price:

- ❖ One-year option: US \$35,250 per year.
- ❖ Three-year option: US \$33,250 per year for three (3) years.
- ❖ Five-year option: US \$30,850 per year for five (5) years.

Exclusions:

The following consumables and life limited parts are excluded from the coverage:

- Air filters elements
- BOV orifice diaphragm
- Coolant fluids
- Fuses
- Gaskets
- Hardware and fittings
- Power supplies
- Thermocouple and thermocouple transmitter
- Transformer 560/480 – 110/220 V
- Existing rusted areas on enclosure are not covered under the warranty

A pre-inspection of the turbo blowers may be required prior enrollment of the Asset Management and Maintenance Service Plan.

Proposal valid until November 30th, 2021.

We look forward to your consideration of our offer.

Sincerely,

Julio Fajardo

Aftermarket Sales Manager
Office: 1-866-592-9482 x 2116
Cell: 514-607-3084
Email: jfajardo@apg-neuros.com



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, November 2, 2021

Re: Rescind Authorization to acquire a portion of a parcel of property for the Hall Avenue Roundabout Project approved at Minute Book Number 2021-251-252 and instead Authorize acquisition of an entire parcel of property identified as Forrest County Parcel No. 2-029P-10-301.00 (PPIN 019193) for the Hall Avenue Roundabout Project; Acknowledge receipt of Appraisal Report and Review Appraisal Report; Determine appraisal value of \$20,000.00 to be Just Compensation for entire parcel; Authorize Mayor to make a Fair Market Value Offer for the property of \$20,000.00; Authorize Mayor to execute any and all documents required to complete the transaction; Authorize issuance of a manual check in payment thereof upon closing of transaction.
File Number: 2021-1280
Minute Book #

Summary

Rescind Authorization to acquire a portion of a parcel of property for the Hall Avenue Roundabout Project approved at Minute Book Number 2021-251-252 and instead Authorize acquisition of an entire parcel of property identified as Forrest County Parcel No. 2-029P-10-301.00 (PPIN 019193) for the Hall Avenue Roundabout Project; Acknowledge receipt of Appraisal Report and Review Appraisal Report; Determine appraisal value of \$20,000.00 to be Just Compensation for entire parcel; Authorize Mayor to make a Fair Market Value Offer for the property of \$20,000.00; Authorize Mayor to execute any and all documents required to complete the transaction; Authorize issuance of a manual check in payment thereof upon closing of transaction.

Recommendation Statement

I recommend approval of this item.

Please place this on the November 2, 2021 City Council meeting for consideration.

REAL PROPERTY APPRAISAL REVIEW REPORT

Parcel Number(s)	<u>PPIN # 019193</u>
Owner	<u>Stone Properties, LLC</u>
Occupied / Leased	<u>Vacant</u>
County	<u>Forrest</u>
Project Number	<u>Bay Street Project</u>
FAP Number	<u>NA</u>
Project Description	<u>Bay Street Roundabout</u>
Effective Date of Review Report	<u>4/16/2021</u>
Review Report Date	<u>04/22/2021</u>
Review Report Requested for	<u>Original Appraisal</u>

Prepared For



City of Hattiesburg

c/o Toby Banks, Mayor
P.O. Box 1898
Hattiesburg, MS 39403

This Appraisal Review Report Was Prepared By

John B. "Jeb" Stewart, SR/WA
State Licensed Certified General Real Estate Appraiser # 231
3340 N. Liberty Street, Canton, MS 39046

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

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Appraisal Review of Fair Market Value

Identification of the Appraisal Report Under Review	
Owner:	Stone Properties, LLC
Parcel No:	PPIN # 019193
Project No:	Bay Street Project
County:	Forrest

Identification of Client and Intended Users

The City of Hattiesburg requested an appraisal review of the property described in this report. The intended user of this appraisal review report is the City of Hattiesburg and such employees or agents authorized by the City of Hattiesburg to utilize the information contained herein.

Intended Use of the Appraisal Review Report

The opinions, reasons, and conclusions contained in this appraisal review report approve or recommend an estimate of just compensation, contained in the appraisal report under review, as prescribed under the laws of the State of Mississippi, payable for the acquisition of specified real property rights, being acquired for public use. The estimate of just compensation approved or recommended in this appraisal review report includes the fair market value of the property, damages to the remaining property, if any, and such curative costs as are permitted by the Laws of the State of Mississippi and serves as the basis for the establishment of the amount believed to be just compensation for the acquisition of the "real property" described herein

Fair Market Value Defined

Fair Market Value as defined in the appraisal report under review is "the most probable price, as of a specified date, in cash, or in terms equivalent to cash, or in other precisely revealed terms, for which the specified property rights should sell after reasonable exposure in competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self-interest, and assuming that neither is under undue duress".

Does this acquisition involve relocation assistance?

☐ Yes

☒ No

The basis for this estimate is: ☒ Sales Comparison Approach

☐ Cost Approach

☐ Income Approach

Appraisal Effective Date: 03/31/2021

Report Date: 04/22/2021

Appraisal By: Jonathon Null, MAI; GA-799

Other Appraisals By:

Date:

Remainder:

Uneconomic Remnant

☐ Yes

☒ No

Estate Appraised and Under Review

☒

Fee

Area of Whole Tract

0.39 Acres

☐

Easement

Area of Remaining Tract

0.16 Acres

☐

Other

Area to be Acquired

0.23 Acres

The appraisal report considered under this appraisal review is:

☐ **Accepted** (meets all requirements but is not selected as recommended or approved)

☐ **Not Accepted** (refer to reviewer's comments and conclusions)

☒ **Recommended** (as the basis for the establishment of the amount believed to be just compensation)

☐ **Approved** (as the basis for the establishment of the amount believed to be just compensation)

Parcel No. PPIN # 019193

Project No. Bay Street Project

Review Appraisal Report

Purpose of the Review Report	<i>Evaluate compliance with relevant USPAP, client requirement, and applicable regulations. If purpose of the assignment includes the development of the reviewer's opinion of value, then state whether the reviewer concurs or differs with the opinion of value under review.</i>
The purpose of this appraisal review report is to provide the client, City of Hattiesburg, with a recommended estimate of just compensation to be used as the basis for the establishment of the amount believed to be just compensation for the acquisition of real property rights defined in the appraisal report under review. It has been prepared to reach a final conclusion as to the reliability of the value presented. In addition, the purpose of this review is to assure that the appraisal under review meets the requirements of the Mississippi Department of Transportation, the Federal Highway Administration, and the <i>Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA)</i>, which are compatible with standards and practices of the current edition of the Appraisal Foundation's <i>Uniform Standards of Professional Appraisal Practice (USPAP)</i>, except to the extent that adherence to requirements of the Uniform Act, (P.L. 91-646, as amended, 42 U.S.C §4601, et seq. 49 CFR Part 24) required invocation of the USPAP Jurisdictional Exception Rule in certain instances, so as to conform with over-riding federal law relating to the valuation of real estate for government acquisition purposes.	

Scope of Work of the Review Report	<i>(State the nature, extent, and detail of the review process)</i>
The process of this review involved both a field inspection of the property appraised, field inspection of applicable comparable sales used, and a desk review of the appraisal report itself. The desk review involved verification that the appraisal report is in compliance with the requirements and needs of the Mississippi Department of Transportation, Mississippi State Law, regulations promulgated by the Federal Highway Administration, and the Uniform Standards of Professional Appraisal Practice. Also, the desk review is to assure that acceptable appraisal practice and techniques have been followed; proper data has been considered and explained, and that there are no relevant errors or mistakes in the report that would have an effect on the value or mislead the client. In regards to this review, Standards Rule 3-3(a) –(c) states: (a) When necessary for credible assignment results in the review of analyses, opinions and conclusions, the reviewer must: (i) Develop an opinion as to whether the analyses are appropriate within the context of the requirements applicable to that work. (ii) Develop an opinion as to whether the opinions and conclusions are credible within the context of the requirements applicable to that work; and (iii) Develop the reasons for any disagreement. (b) When necessary for credible assignment results in the review of a report, the reviewer must: (i) Develop an opinion as to whether the report is appropriate and not misleading within the context of the requirements applicable to that work; and (ii) Develop the reasons for any disagreement. (c) When the scope of work includes the reviewer developing his or her own opinion of value, review opinion, or real property appraisal consulting conclusion, the reviewer must comply with the Standard applicable to the development of that opinion. (i) The requirements of STANDARDS 1, 6, 7, and 9 apply to the reviewer's opinion of value for the property that is the subject of the appraisal review assignment. (ii) The requirements of STANDARD 3 apply to the reviewer's opinion of quality for the work that is the subject of the appraisal review assignment. d) The requirements of STANDARD 4 apply to the reviewer's analysis, recommendation, or opinion for the consulting problem that is the subject of the appraisal consulting assignment.	

Additions or Changes to the Scope of Work and Comments <i>(If necessary)</i>	<i>Describe the nature, extent and detail of the field/desk review or any other additional scope of work.</i>
None	

Effective Date and Subject of the Review Report	State the effective date of the opinion of the work under review, and the subject of an appraisal review assignment (i.e., all or part of an appraisal report, work file, or a combination of both)
The effective date of this appraisal review report is 3/31/2021. The same effective date as shown as the effective date in the appraisal is being utilized in this review. Review inspected the subject property and related comparable sales on 4/16/2021. Since that time, some revisions were required; hence, an appraisal report date after the date of inspection by review. The appraisal under review has been developed in compliance with USPAP Standard Rule 1 and reported in compliance with Standard Rule 2-2(b) as an Appraisal Report. The appraiser has invoked USPAP's Jurisdictional Exception provision in regards to Standard Rules 2-2(a)(v) and 2-2(b)(v); Standard Rule 1-3(a); and Standard Rule 1-4(f). Jurisdictional Exception is claimed based upon state law (Miss Code, Sec. 65-1-8) and federal laws and regulations (Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and "The Uniform Appraisal Standards for Federal Land Acquisitions"). An Appraisal Report is based upon the depth of analysis presented. Based on the data presented in the report under review along with reference to the Market Data Books, the appraisal report under review is considered to be an Appraisal Report.	

Ownership Interest Appraised in the Report Under Review	
Fee Simple	

Summary of Approaches			
	Before Value	After Value	Difference
Sales Comparison Approach	\$20,000	\$385	\$19,615
Cost Approach			
Income Approach			

Description of the Property Under Review	(Size - Before, After and Acquisition; Improvements; Location of acquisition; etc..)
The subject property is a vacant urban tract of land situated within the SW ¼ SE ¼ Section 10, Township 3 North, Range 13 West, Hattiesburg, Forrest County, MS at the NE quadrant of Bay Street and Hall Avenue. The tax parcel number is 2-029P-10-301.00 with a PPIN # 019193. Note; the appraiser used both numbers as the parcel number for the subject property interchangeable. The subject property has a physical address of 618 Bay Street, Hattiesburg, MS 39401. The total property consists of 0.39 Acres vacant land in an area of improved owner-occupied single-family residence. The property is located along the east side of Bay Street and the north side of Hall Avenue within a historical district of Hattiesburg, MS. It was noted within the larger parcel discussion that the adjoining property is within the same ownership as the subject property; however, the adjoining property is currently improved with a residence with the subject property only providing assemblage value to said adjoining property. The appraiser concluded the subject tax parcel consisting of 0.39 acres of vacant residential land was considered the larger parcel for valuation purposes. The subject property consists of a total of 0.39 acres more or less being rectangular in shape. Reportedly, the subject property has approximately 85 linear feet of frontage along Bay Street with an additional 200 linear feet of frontage along Hall Avenue.	

Typical utilities are available on-site to include water, sewer, electricity, gas, and telephone. Additionally, typical utility easements are reportedly along local roadways; however, none adversely affecting the subject property. Being within the City of Hattiesburg, the subject property is also serviced by both police and fire protection.

As previously indicated, the subject property is an unimproved urban property being rectangular in shape. The property enjoys access and frontage to Bay Street as well as Hall Avenue. The topography of the site was level at road grade with drainage appearing to be adequate with none of the site being located within a designated flood zone. Being within the city, the subject property prescribes to city zoning of which the subject property is currently zoned R-A1; Single Family Residential District. Adjacent land uses consist of improved residential properties and vacant land.

Within the highest and best use discussion, the appraiser discussed the current zoning; location; and most likely use of the subject property as well as the use of properties adjacent to and in close proximity to the subject property. The appraiser determined the highest and best use as vacant to be residential development in the before condition.

The acquisition area consists of 0.23 acres more or less along both Bay Street and Hall Avenue of the subject property being irregular in shape with a width. The entire frontage along Bay Street is within the acquisition area as well as a portion along the entire length of Hall Avenue with 85 linear feet along the west property line (Bay Street) and 21.59 linear feet along the east side of the property adjacent to Hall Avenue. The acquisition plat reports the area to be acquired in square feet; however, the square footage was converted to acres to two (2) decimal points.

In the after condition the subject property consists of 0.16 acres more or less irregular in shape. The remaining property has a maximum width along the eastern property line of 63 linear feet and maximum length along the northern property line of 165 linear feet more or less. The property in the after condition has been reduced by 59% of its before area with 41% remaining. Reportedly, a single-family residence could technically be constructed on the remainder; however, due to the irregular shape a typical residential development couldn't be constructed on the remainder. Please refer to the discussion on page 24 of the appraisal report. Reportedly, any residential construction on the remainder would require a uniquely shaped residence which most likely wouldn't conform to other residences in the area. For the above-described reasons, the highest and best use of the remaining lot consisting of 0.16 acres more or less would be for assemblage to an adjoining lot.

Please note; any Extraordinary Assumptions within the appraisal apply to this appraisal review as well.

Comments	<i>State all known pertinent information sufficient for the client and intended users to adequately understand the rationale for the reviewer's opinion and conclusions.</i>
The Jurisdictional Exception Rule has been invoked and explained. It is this reviewer's understanding that this does not affect the development of the report.	
The appraiser mailed an Acquisition Guide and other materials related to the subject property to the owners. Ms. Hemingway responded to the mail out and requested to meet. The appraiser met with Ms. Hemingway and she accompanied him on the property inspection. Ms. Hemingway was shown the ROW stakes and the project was explained to her. Ms. Hemingway was aware of the proposed project and had been in contact with the city.	
The appraisal was completed as an Appraisal Report of Land; which is the correct format as the subject property is a "land only" appraisal report being a vacant lot.	
Within the appraisal, the appraiser considered all three approaches to value. The appraiser developed a total before and after value using the market approach to value. As "land only" is being valued the Cost Approach was not utilized. Additionally, Income Data for vacant residential lots was limited and said approach would not produce a credible assignment result. The Income Approach was considered but not developed within the appraisal. As stated on Page 11 of the appraisal report, a jurisdictional exception is allowed to utilize only the Sales Comparison Approach when adequate data is available. The market data for the property as vacant was considered adequate to provide a credible assignment result in both the before and after condition.	

In the valuation of the subject's site identified consisting of 0.39 acres more or less, the appraiser analyzed four (4) land sales ranging in size from 0.36 acres± to as large as 0.69 acres±. The sales ranged in price per lot from a low of \$18,000/lot to a high of \$30,000/lot having occurred between 12/07 and 8/17. Taking out the oldest sale results in the remaining three (3) lots as having occurred between 4/16 and 8/17.

After analyzing the market within their data base as well as searching the area for newer sales, the appraiser determined that the sales all required a modest time adjustment, 1% per year, otherwise known as a Market Conditions adjustment. The sales were all arm's length transactions; hence, no condition of sale adjustment was required.

All four (4) sales were considered somewhat similar to the subject property with the second and third sales considered superior in size at around twice the size of the subject site; hence, a downward adjustment of 10% was warranted due to the site being valued on a lot basis with the larger lots allowing for more spacious yards/greenspace. The second sale was considered superior in location being close to the college campus of Southern MS; hence, this sale was adjusted downward 10% as the market indicates. Sales 3 & 4 were considered superior in location with downwards adjustments of 20% and 10%; respectively. This is due to being in close proximity to the downtown area. The only other adjustment made was on sales 3 and 4 for superior zoning. A nominal 5% downward adjustment was made for this feature. No other adjustments were made.

After adjustments for the above elements of comparison discussed, the adjusted range in value was between a low of \$17,442/lot to a high of \$26,520/lot. For appraisal purposes, a lot value of **\$20,000** was adopted. This equates to \$51,282.05 per acre.

In the after condition, the lot was considered substantially altered due to its shape and size as well as access being changed. Additionally, the remaining lot was considered to have a highest and best use as assemblage in the after condition. Hence, the appraiser analyzed regional assemblage sales ranging in value from \$2,400 per acre to \$5,000 per acre having occurred between 3/16 and 10/18. Additionally, all four of the sales were of acreage in the after condition ranging from 2.5 acres to as much as 43.25 acres. These sales appear the best sales available for assemblage. The appraiser adopted the lower end of the range of values or \$2,400 per acre for the remaining 0.16 acres for an indicated after value of the subject property of **\$385**.

The lower unit value in the after condition resulted in damages of **\$7,820**.

The difference or estimated Just Compensation based on the Sales Comparison Approach is then **\$19,615**.

Conclusion

Address the completeness of the material under review, adequacy and relevance of the data, appropriateness of the appraisal methods and techniques, and the appropriateness and reasonableness of the work under review, and state any disagreements. (State the opinions, reasons, conclusions required in SR 3-1(d-g) given the scope of work defined)

As this is a partial acquisition from an unimproved tract of land, the appraiser completed a total before and after value of the subject property's total property (larger parcel) in both the before and after conditions. The appraiser has properly applied the Sales Comparison Approach for the value of the "land only." The Cost and Income approaches to value were not considered necessary due to the available market data being adequate and also due to the lack of Income Data for vacant residential land and the Cost Approach was not developed due to no improvements being valued.

The following opinions were developed as a result of my review of the appraisal that is the subject of this report.

The value opinions stated in the report under review were developed in compliance with the applicable standards and requirements. I recommend the appraisal report for use as the establishment of Just Compensation due the owner as a result of the acquisition. The valuation techniques were acceptable, supported, and not misleading. As the value opinions were acceptable, the reviewer wasn't required to develop an independent value conclusion.

I recommend the appraiser's conclusion in regards to valuation of the subject property in the before and after condition. The final value conclusion is based on the Sales Comparison Approach.

The estimated due compensations is then **\$19,615**.

The estimate of just compensation, which includes fair market value of the property, damages to the remaining property, if any, and such curative costs as are permitted by the Laws of the State of Mississippi, is \$19,615 and is recommended as the basis for the establishment of the amount believed to be just compensation.

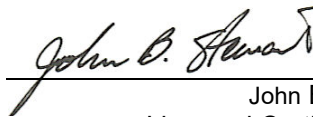
The recommended estimate of just compensation includes the following amounts compensable under State Law but not eligible for Federal reimbursements: (if none, state "none") None

Recommended Distribution of Final Estimate of Value

Parcel	Land	Improvements	Damages	Total
PPIN # 019193	\$11,795	\$0	\$7,820	\$19,615
Total: Nineteen Thousand Six Hundred Fifteen Dollars				

Date
04/22/2021

Review Appraiser



John B. "Jeb" Stewart, SR/WA
State Licensed Certified General Real Estate Appraiser # 231

Assumptions and Limiting Conditions

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

1. This review is of the property described in this report.
2. The reviewer has made no survey of the property and assumes that the areas and dimensions shown herein are correct. Any sketch or identified survey of the property included in this report is the only for the purpose of assisting the reader in visualizing the property.
3. The reviewer assumes that the proposed project will be constructed in accordance with plans provided to reviewer and within established proposed right-of-way limits except as when needed construction easements, either temporary or permanent in nature. Reviewer reserves the right to make changes or additions to this review when necessary if notified of any change, additions, or alterations in plans provided.
4. This review incorporates the assumptions and limiting conditions of the appraisal report under review and is based upon information, estimates, and opinions that were expressed in the appraisal report as well as other sources considered being reliable and believing them to be true and correct. The reviewer does not assume responsibility for the accuracy of such items that were furnished by other parties.
5. Possession of this report does not imply the right of publication and it may not be used without the consent of the City of Hattiesburg.
6. If relevant information or errors come to the attention of the review, the reviewer reserves the right to change and revise valuations in this report.
7. This report is to be used in its entirety. The reviewer is not responsible if any part of this report is used to the exclusion of the remainder.
8. The reviewer will not disclose the contents of this review or appraisal report, except as provided for in the Uniform Standards of Professional Appraisal Practice.
9. Reviewer assumes the property to be free and clear of any and all hazardous waste and material or environmental contaminants. Unless otherwise stated in the appraisal report, the reviewer has no knowledge of any hidden or unapparent conditions of the property or adverse conditions (including the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The reviewer will not be responsible for any such conditions that do exist or for engineering or testing that might be required to discover whether such conditions exist. Because the reviewer is not an expert in the field of environmental hazards, the review report must not be considered an environmental assessment of the property.

There are no additional assumptions and limiting conditions applicable to this review appraisal.

Certificate of Review Appraiser

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

The facts and data reported by the review appraiser and used in the review process are true and correct.

The analyses, opinions, and conclusions in this review report are limited only by the assumption and limiting conditions stated in this review report, and are my personal, unbiased professional analyses, opinions, and conclusions. The recommended estimate of just compensation has been reached independently based on appraisal(s) and other factual data or record without collaboration.

I have no present or prospective interest in the property that is the subject of this report and I have no personal interest or bias with respect to the parties involved. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

My engagement in this assignment was not contingent upon developing or reporting predetermined results and my compensation is not contingent on the analyses, opinions, or conclusions reached or reported.

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

I did personally inspect the subject property of the work under review, and I did personally inspected the market comparable sales sited in the appraisal report under review, and I did not personally verify the factual data presented in the appraisal report under review.

I understand that this estimate may be used in connection with Federal Aid Highway Project.

Unless expressly stated otherwise in this report, no one provided significant professional assistance to the review appraiser signing this review report.

The value estimate is based on the assumption that the property is not negatively affected by the existence of hazardous substances or detrimental environmental conditions unless otherwise stated in this report. The reviewer is not an expert in the identification of hazardous substances or detrimental environmental conditions. The reviewer's routine inspection of and inquisition about the subject property did not develop any information that indicated any apparent significant hazardous substances or detrimental environmental condition which would affect the property negatively unless otherwise stated in the report. It is possible that tests and inspections made by a qualified hazardous substances or environmental expert would reveal the existence of hazardous substances or detrimental environmental conditions on or around the property that would negatively affect its value. The reviewer reserves the right to make necessary adjustments, if needed, in this report of any hazardous substances or detrimental environmental conditions are discovered on or around the property being appraised. The review process has been made with the assumption that the appraised property and other properties around the appraised property are free and clear of any hazardous substances or detrimental environmental conditions.

I have performed a prior review on an appraisal of the subject property before the most recent revision within the past three-year period immediately preceding acceptance of this assignment.

Based upon my independent review of the attached appraisal report and the exercise of my professional judgment, the recommended estimate of just compensation is \$19,615.

Review Appraiser (sig.):

(print name)

(license)

John B. "Jeb" Stewart, SR/WA

State Licensed Certified General Real Estate

Appraiser # 231

Date: 04/22/2021

Parcel No. PPIN # 019193

Project No. Bay Street Project

Review Appraisal Report

APPRAISAL REPORT of Vacant land

Parcel Number(s) PPIN # 019193
Owner Stone Properties LLC
Vacant / Occupied / Leased Vacant
County Forrest
Project Description Bay Street project
Effective Date of the Appraisal 03/31/2021
Report Date 04/22/2021
Report Requested for Original Appraisal

Prepared For

City of Hattiesburg; C/O Lamar Rutland

This Appraisal and Appraisal Report Was Prepared By



6760 US Hwy 98, Suite 2 Hattiesburg, MS 39402
601-271-9044 (T) 601-271-9099 (F)

Jonathon Null, MAI, State Certified General Real Estate Appraiser, GA-799

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

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Appraisal Report

County Forrest County

Owner(s): Stone Properties LLC

Phone: 513-509-1635

Address: 720 James Street

Hattiesburg, MS 39401

Occupant(s): _____

Phone: _____

Address: _____

Estate Appraised:

☒

Fee

Area of Whole Tract

0.39 Acres

☐

Easement

Area of Remaining Tract

0.16 Acres

☐

Quit-Claim

Area to be Acquired

0.23 Acres

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

Property Owner Contact Record

Subject Property Inspection Dates: 03/29/2021, 03/31/2021

The property owner or their designated representative **was** offered an opportunity to accompany the appraiser performing this appraisal during the appraisal inspection of the property. A letter, acquisition guide and plat map were mailed to the property owner offering an invitation to be present on March 16th, 2021. On March 31st, 2021, the appraiser met with Ms. Debbie Hemingway at the property on Bay Street. She stated that she had been in constant contact with the city during the project, and was aware of the proposed plans and project layout. I showed Ms. Hemingway the staking present, and showed her a plat of the proposed right of way. Ms. Hemingway was cordial and told me to proceed with my inspection.

Contact Comments

Is the Property being Leased or Rented? ☐ Yes ☒ No

Lessor:

Lessee

Terms:

Appraiser:

(signature)



Date: 04/22/2021

(print name)

(license type)

Jonathon Null, MAI

State Certified General Real Estate Appraiser, GA-799

Parcel No. 2-029P-10-301.00

Project No. Bay Street roundabout project

Summary of Facts and Findings

Project No. N.A.-	Parcel No. PPIN # 019193
--------------------------	---------------------------------

Property Owner: Stone Properties LLC Property Address: 720 James Street Phone: 513-509-1635	Leasehold (Tenants) Address: Phone:
--	--

Identification of the Property Appraised:	<i>Brief description of property identification, such as Section, Township, Range, Lot and Block, Street Address, etc.</i>
The subject property is located along the east side of Bay Street at the intersection of Hall Avenue. The property is located in SW ¼ of the SE ¼ of Sections 10, Township 3 North, Range 13 West, Forrest County, Mississippi. See Deeds in the addenda for more information.	

Estate Appraised:	<i>(Fee, Easement, Other)</i>
Fee Simple	

Size of the Whole Tract (Before):	0.39 Acres
Size of the Remaining Parcel (After):	0.16 Acres
Size of the Area to be Acquired:	0.23 Acres

Highest and Best Use Before (Whole Tract):	Residential
Highest and Best Use After (Whole Tract):	Assemblage

Size of the Larger Parcel(s) <i>(If different from the Whole Tract)</i>	
Highest and Best Use of the Larger Parcel(s)	

Unit Value of the Land (Before)	\$20,000/lot
Unit Value of the Land and Improvements (Before)	
Unit Value of the Land (After)	\$2,400/acre
Unit Value of the Land and Improvements (After)	

Improvements:	
None	

Total Before Value:	\$20,000
Total After Value:	\$385
Just Compensation:	\$19,615

Allocation of Compensation for All interest: <i>(List all interest such as Q interest, Temporary Easements, Warranty Deeds, etc.)</i>				
Parcel No.	Land	Improvements	Damages	Total
PPIN # 019193	\$7,820	\$0	\$11,795	\$19,615

Effective Date of the Appraisal:	03/31/2021
Date of Report:	04/22/2021

Parcel No. 2-029P-10-301.00 **Project No.** Bay Street roundabout project

Certification of Appraiser

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

The statements of fact contained in this report are true and correct;

The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and legal instructions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions;

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

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

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

This appraisal conforms with the appropriate State laws, regulations, policies, and procedures applicable to the appraisal of real property rights proposed to be acquired by a government entity or other local public agency;

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

Jonathon Null made a personal inspection of the property that is the subject of this report on 03/29/2021, and 03/31/2021;

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

Heath Sullivan, Appraiser Intern, provided significant professional assistance to me in the performance of this appraisal.

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

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

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

The use of this report is subject to requirements of the Uniform Standards of Professional Appraisal Practice relating to review by its duly authorized representatives;

Parcel No. 2-029P-10-301.00 Project No. Bay Street roundabout project

Jonathon Null is state certified by the State of Mississippi as a General Real Estate Appraiser, License No. GA-799, and as of the date of this report, has completed the continuing education program required to maintain that license.

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

Fair Market Value of the Whole Tract (as defined in this report)	Before	<u>\$20,000</u>
Fair Market Value of the Remainder Property	After	<u>\$385</u>
The difference between the Fair Market Value of the whole tract and the remainder is		<u>\$19,615</u>

as of 3-31-2021, and is my opinion of just compensation, for the acquisition of the real property rights described in this appraisal report.

Date 04/22/2021

Appraiser (sig.)



(name)
(License)

Jonathon Null, MAI

State Certified General Real

Estate Appraiser, #GA-799

Appraisal Scope of the Work

Identification of Client and Intended Users

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

Intended Use of the Appraisal Report

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

Purpose of the Appraisal

The purpose of the appraisal is to render an opinion as to the Fair Market Value of specified real property as of the stated date and, through application of the Before and After Rule as prescribed under the laws of the State of Mississippi, the valuation of the remainder of specified real property. The difference between these two valuations is the value being sought by the client and is reported to the client as the “fair market value of the area to be acquired and damages, if any, to the remainder”.

Parameters of Data Search

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

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

Extent of Property Inspection

Per the USPAP Scope of Work Rule, “*The report must contain sufficient information to allow intended users to understand the scope of work performed*”. The extent of the subject property inspection, including interior and exterior areas, is required content of the appraisal report per the USPAP scope of work rule and per guidance on Federal regulation requirements (49 CFR Part 24). The “extent of the inspection process” includes, but is not limited to: a declaration as to the part or parts of the property that were actually viewed or not viewed during the inspection; for structures and other improvements, whether such items were physically measured by the appraiser, whether interior and/or exterior inspection was performed for each item, and a declaration regarding the level of detail associated with the inspection of tangible property. The following is a description of the extent of the inspection performed on the subject property for this appraisal assignment

On 03/31/2021, the property was inspected by Jonathon Null, MAI. This inspection included walking the subject property, identifying survey stakes where present, and photographing the property. The property owner was present during the inspection. Survey stakes were present at time of inspection, showing the proposed right of way area.
--

Valuation Process

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

Property Rights Appraised

The property rights appraised in this report consist of fee simple ownership

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

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

Fair Market Value Defined

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

Assumptions and Limiting Conditions

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

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

This appraisal is of the property described in this report.

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

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

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

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

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

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

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

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

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

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

There are no additional assumptions and limiting conditions applicable to this appraisal.
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Extraordinary Assumptions and Hypothetical Conditions

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

- identify any extraordinary assumptions necessary in the assignment. An extraordinary assumption may be used in an assignment only if:

- (i) the extraordinary assumption is required to properly develop credible opinions and conclusions;
- (ii) the appraiser has a reasonable basis for the extraordinary assumption; and
- (iii) use of the extraordinary assumption results in a credible analysis;

- identify any hypothetical conditions necessary in the assignment. A hypothetical condition may be used in an assignment only if:

- (i) use of the hypothetical condition is clearly required for legal purposes, for purposes of reasonable analysis, or for purposes of comparison; and
- (ii) use of the hypothetical condition results in a credible analysis; and
- (h) determine the scope of work necessary to produce credible assignment results in accordance with the SCOPE OF WORK RULE.24

USPAP- 2020-2021 Standards Rule 1-2 – (f)-(g)

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

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

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

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

The appraisal of the AFTER condition is performed under the hypothetical condition that, as of the appraised date of value, the proposed real property acquisition is completed, any associated construction for the project is complete, and that the construction is consistent with the plats and plans described in this report.
--

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

None

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

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

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

Survey plats were provided to the appraiser from Clearpoint Consulting Engineers. Wetlands and flood zone maps were referenced from online databases.
--

Declaration of Jurisdictional Exception to the Uniform Standards of Professional Appraisal Practice

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

Linking Estimate of Value to Specific Exposure Time:

The Comment to USPAP Standards Rule 1-2(c) states *"when reasonable exposure time is a component of the definition for the value opinion being developed, the appraiser must also develop an opinion of reasonable exposure time linked to that value opinion"*. The Comment to USPAP Standards Rule 2-2(a)(v) and 2-2(b)(v) states *"when an opinion of reasonable exposure time has been developed in compliance with Standards Rule 1-2(c), the opinion must be stated in the report"*. Under Federal appraisal standards, "exposure time" statements are not permitted to appear in appraisal reports prepared for governmental acquisitions. Therefore, pursuant to the authority conveyed to the public agency through Miss. Code, Sec. 65-1-8 all real property appraisals prepared for the client, whether by staff employees or contracted fee appraisers, shall invoke a Jurisdictional Exception to the requirements of USPAP 2-2(a)(v) and 2-2(b)(v) in order to maintain compliance with Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L. 91-646.

Consideration of Land Use Regulations:

USPAP Standard Rule 1-3(a) requires analysis of the effect existing land use regulations and reasonably probable modifications to same. This requirement is contrary to Federal appraisal requirements found at 49 CFR 24.103(b). All real property appraisals performed for the local public agencies/ government authorities, whether by staff employees or contracted fee appraisers, must disregard any recent rezoning if such rezoning was a consequence of, or in anticipation of, the government project for which the appraisal is being conducted. Therefore, pursuant to requirements of Federal regulation at 49 CFR 24.103(b), all real property appraisals shall invoke a Jurisdictional Exception to the requirements of USPAP 1-3(a) in order to maintain compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L. 91-646, as amended, 42 U.S.C §4601, et seq., and regulations promulgated pursuant thereto .

Consideration of Anticipated Public Projects:

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

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

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

Additions to the Scope of Work and Comments (If necessary)	
The Scope of Work included:	
a) an inspection of the subject property and the research and collection of data pertaining to recent economic development and real estate activity in Forrest County, Mississippi, as well as other parts of the state. The Sales Comparison approach to value was used. Information was collected from courthouse records, files of reliable real estate professionals, property owners and developers, the search of public records through the use of commercial sources of data such as printed comparable data services and computerized databases. Search parameters such as dates of sales, leases, locations, sizes, and types of properties were started with relatively narrow constraints and, if necessary, were expanded until the appraiser had either retrieved data sufficient (in the appraiser's opinion) to estimate market value, or until the appraiser believed that he had reasonably exhausted the available pool of data. Efforts were made to verify the data with persons directly involved in the	

transactions such as buyers, seller, brokers, or agents. At the appraiser's discretion, some data was used without personal verification if, in the appraiser's opinion, the data appeared to be correct. In addition, the appraiser considered any appropriate listings or properties found through observation during appraiser's data collection process. The appraiser reported only the data deemed to be pertinent to the valuation problem;

b) has investigated and analyzed any pertinent easements or restriction, on the fee simple ownership of the subject property. It is the client's responsibility to supply the appraiser with a title report. If a title report is not available, the appraiser will rely on a visual inspection and identify any readily apparent easements or restrictions;

c) has analyzed the data found and has reached conclusions regarding the market value, as defined in the report, of the subject property as of the date of value using appropriate valuation approach(es) identified above;

d) has prepared the appraisal in compliance with the Uniform Standards of Professional Appraisal Practice as promulgated by The Appraisal Foundation and the Code of Professional Ethics and Certification Standard of the Appraisal Institute;

e) has prepared an Appraisal Report, as defined in USPAP, which includes photographs of the subject property, descriptions of the subject neighborhood, the site, and any improvements on the site, a description of the zoning, a highest and best use analysis, a summary of the most important sales used in the appraiser's valuation, a reconciliation and conclusion, and other data deemed by the appraiser to be relevant to the assignment. Pertinent data and analyses not included in the report may be retained in the appraiser's files.

Area & Neighborhood Data

Area Defined	<i>Brief description of the subject area boundaries or general limits, including the county or counties, prominent cities and prominent geographic features, i.e. Interstate or U.S. Highways, navigable waterways, etc.)</i>		
The subject property is located along the east side of Bay Street at the intersection of Hall Avenue, in downtown Hattiesburg, Forrest County, Mississippi. This area is primarily older residential homes and vacant land. At the southern end of Bay Street there is the police station, a closed gas station, and a funeral home. The zoning class changes to B-1 zoning at this intersection. There is consistent traffic along Bay Street, although not strong enough to command a commercial use.			
Subject Location	☒ Urban	☐ Suburban	☐ Rural
Population Growth Rate	☐ Increasing	☒ Stable	☐ Decreasing
Primary Shopping/Trade Center – Area	<u>Hattiesburg</u>		
Primary Shopping/Trade Center – County	<u>Forrest</u>		
Nearest Employment Center	<u>Hattiesburg</u>		

Neighborhood Defined	<i>(Brief description of the neighborhood area boundaries or general limits, including, if applicable, community name or other name reference utilized by area residents)</i>				
The subject property is located along Bay Street, near the intersection of Hall Avenue. Bay Street connects North Main Street and James Street. The traffic count for Bay Street is 5,300 and 4,600 for Hall Avenue. The surrounding uses are predominantly residential and vacant land.					
The subject neighborhood is the south eastern residential area of Hattiesburg and the more commercialized downtown Hattiesburg area the north.					
Neighborhood Zoning	☒ Res.	☐ Comm.	☐ Ind.	☐ Other	☐ None
Neighborhood Utilities	☒ Elec.	☐ Gas	☐ Water		
	☐ All	☐ Part	☒ Sewerage		
	☐ Other				
Neighborhood Imp's	☒ Storm Sewer	☒ Crb/Gtr	☒ Sidewalk	☒ Street Lights	
	☐ Other				
Schools	<u>Hattiesburg & William Carey University to the south</u>				
Recreational Facilities					
Fire	<u>Hattiesburg</u>				
Police	<u>Hattiesburg</u>				
Other					

Comments:	<i>(Comments regarding but not limited to real estate activity, recently completed or imminent public projects, significant private business projects / expansions / cutbacks, or other items worthy of noting, if applicable)</i>
The downtown Hattiesburg market is stable to slightly increasing, with increased investment and demand in the area. There is continued attempts at revitalizing the downtown area with restaurants, bars, and retail shopping. The surrounding historic homes have been revitalized and remodeled as well. Several restaurants have closed since 2018, while some have remained open. The continued interest in downtown Hattiesburg presents a stable but cautious outlook for the area.	

Site Description

(Before – Acquisition - After)

Site Description — Before

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

Information, regarding the total ownership, has been obtained by the appraiser from current county records, the acquisition map and other reliable sources, including a physical inspection of the site. (A survey and/or metes and bounds description of the total subject property has not been provided to the appraiser)

Present Use of Site: Vacant land

Legal Description of the Total Ownership: 0.39 Acres located in the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 10, Township 3 North, Range 13 West, Forrest County, Mississippi. See addenda for more precise legal description.

Location: The subject property is located along the east side of Bay Street at the intersection of Hall Avenue in Hattiesburg, Forrest County, Mississippi. Bay Street is a residential corridor with several historic Hattiesburg homes that have been renovated over the years.

Dimensions/Area/Shape: The subject property is rectangular in shape (+/-85' x 200') with access along Bay Street and Hall Avenue.

Frontage/Access: The subject property has +/-85' of frontage along Bay Street along its western border and +/-200' of frontage along Hall Avenue along its southern border. This public paved road provides good access to Bay Street and Hall Avenue, which provides for residential development and uses.

Topography: The subject property is flat level land and is not located in a flood zone area or designated wetlands.

Flood Plain and Drainage Data: According the FEMA National Flood Hazard map, identified as panel #: 28035C0108D, dated March 2nd, 2010, the property is located in a flood zone X, which is not a designated flood zone area.



WETLANDS MAP



Bay Street, Hattiesburg, MS



April 2, 2021

Wetlands

	Estuarine and Marine Deepwater		Freshwater Emergent Wetland		Lake
	Estuarine and Marine Wetland		Freshwater Forested/Shrub Wetland		Other
	Freshwater Pond		Riverine		

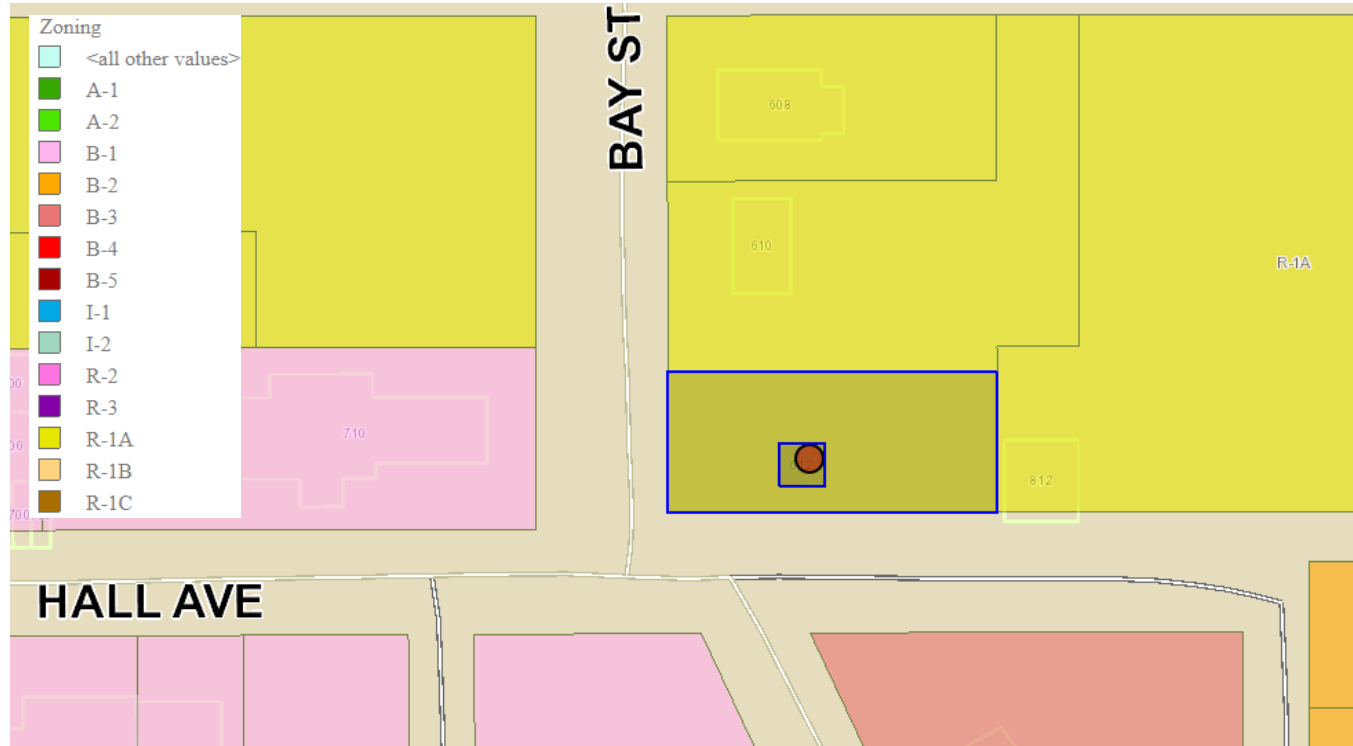
This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.

National Wetlands Inventory (NWI)
This page was produced by the NWI mapper

Parcel No. 2-029P-10-301.00

Project No. Bay Street roundabout project

Use Restrictions: The property is zoned R-1 A residential by the City of Hattiesburg. This residential zoning allows for single family residential uses, religious uses, parks, and schools. Please see the addend of this report for the full zoning ordinances.



**SECTION 52 R-1A SINGLE-FAMILY RESIDENTIAL DISTRICT -
10,000 SQUARE FEET**

52.01 General Description: The principal use is for single-family dwellings and related recreational, religious and educational facilities normally required to provide the basic elements of a balanced and attractive residential area. These areas are intended to be defined and protected from the encroachment of uses not performing a function appropriate to the residential environment. Internal stability, attractiveness, order and efficiency are encouraged by providing for adequate light, air and open space for dwellings and related facilities and through consideration of the proper functional relationships of each element.

Site Improvements: None

Adjacent Land Uses: Residential / vacant land

Easements/Encumbrances: None

Utilities:

Utility Service	Supplier	Utility Service	Supplier
Electricity	Mississippi Power Company	Sewer	City of Hattiesburg
Gas	City of Hattiesburg	Water	City of Hattiesburg
Garbage Collection	City of Hattiesburg	Telephone	BellSouth Telecomm.

Comments:	<i>Include additional narrative, as needed.</i>
The subject is located in a residential district of Hattiesburg, with most of the homes being older residential homes that were built between 1930-1960. Several of these homes are historical homes that have been renovated.	

Property Link

FORREST COUNTY, MS

Current Date 4/ 2/2021

Tax Year 2020

Records Last Updated 4/ 2/2021

PROPERTY DETAIL		
OWNER	STONE PROPERTIES LLC	ACRES : **NA**
	P O BOX 729	LAND VALUE : 22840
		IMPROVEMENTS : **NA**
	HATTIESBURG MS 39403-0000	TOTAL VALUE: 22840
		ASSESSED : 3426

PARCEL 2-029P-10-301.00

ADDRESS 618 BAY STREET

TAX INFORMATION			
YEAR 2020	TAX DUE	PAID	BALANCE
COUNTY	224.51	224.51	0.00
CITY	182.02	182.02	0.00
SCHOOL	226.39	226.39	0.00
TOTAL	632.92	632.92	0.00

LAST PAYMENT DATE 1 / 25 / 2021

MISCELLANEOUS INFORMATION		
EXEMPT CODE	LEGAL 9 LESS N 15FT & ALL 10 BLK 122	
HOMESTEAD CODE None	PREV #:H0444-55-007	
TAX DISTRICT	1110	KAMPER & WHINNERY 1ST
PPIN	019193	
SECTION	10	
TOWNSHIP	03N	
RANGE	13W	B 1093 P 439 12/06/2010
Book 1093	Page 439	

PURCHASE COUNTY TAX SALE FILES

TAX SALES HISTORY, FOR UNPAID TAXES		
<u>Year</u>	<u>Sold To</u>	<u>Redeemed Date/By</u>
NO TAX SALES FOUND		

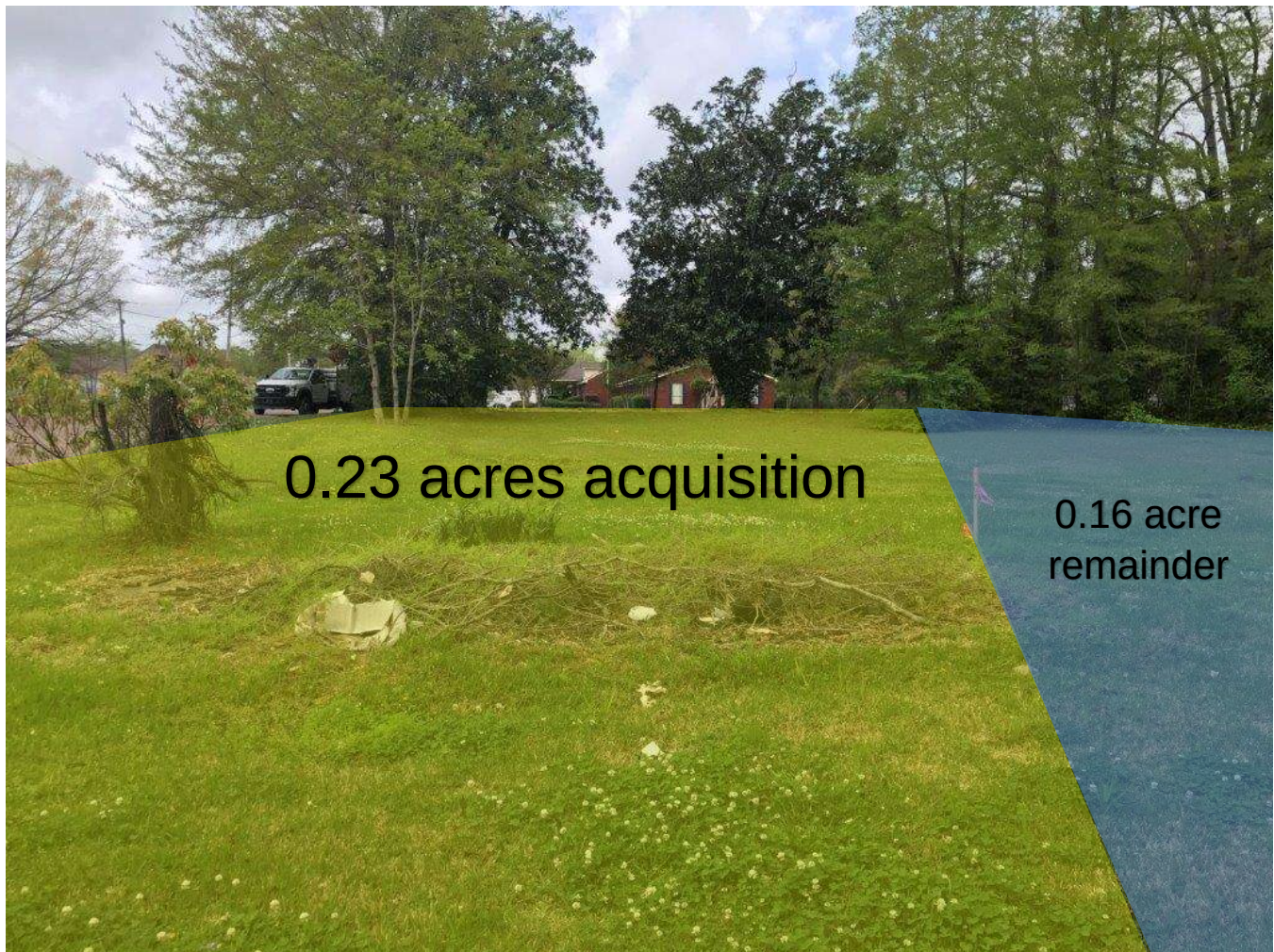
Site Description — Area of Acquisition

Location: The acquisition area is 0.23 acres or 10,118 sf of PPIN #019193. The acquisition area lies on the SW portion of the property, encompassing the western and southern property lines.

Following the acquisition, there will be 0.16 acres remaining.

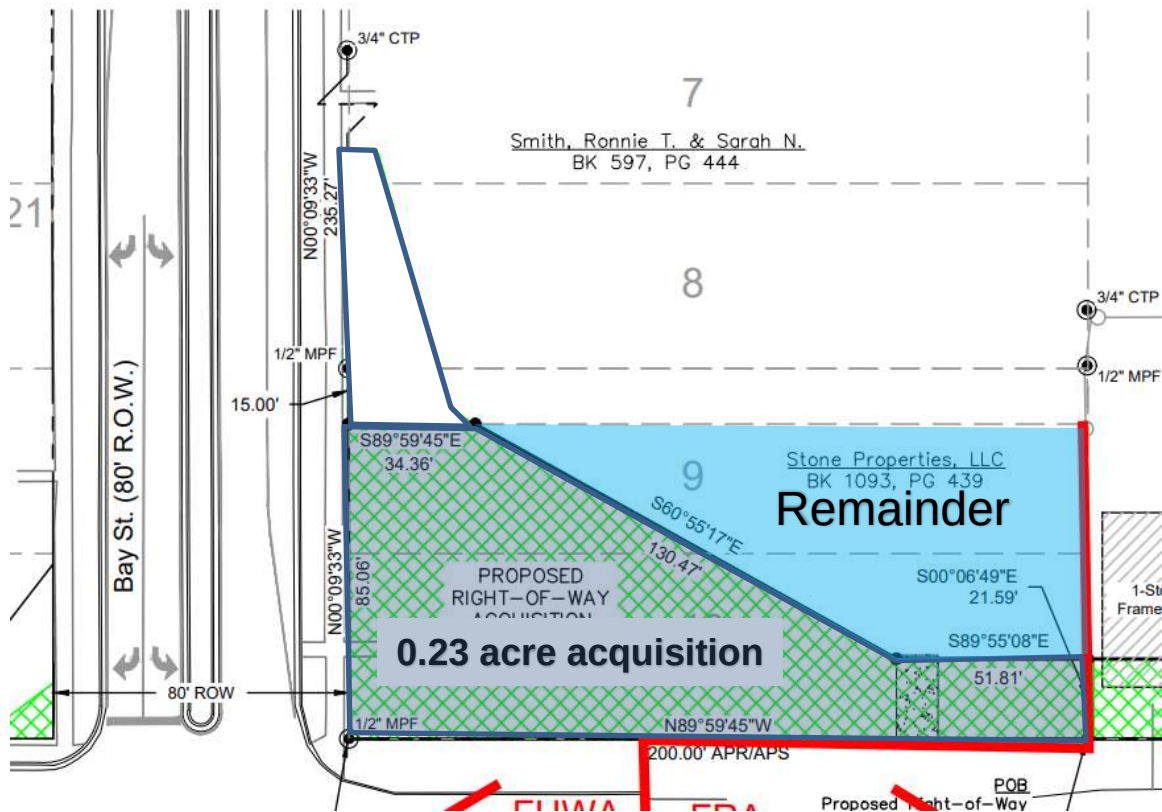
Dimensions/Area/Shape: The fee simple acquisitions area is an irregularly shaped parcel on the SW portion of the property with widths ranging from 21' to 85, ' and contains +/- 0.23 acres. The acquisition area flares out as it moves towards Bay Street.

According to the provided plat, the acquisition area measured in square feet. For the purposes of this report, we converted the acquisition area to acres, and rounded to two decimal points.



Site Improvements: None

Rights to be Acquired for Each Parcel: Fee Simple

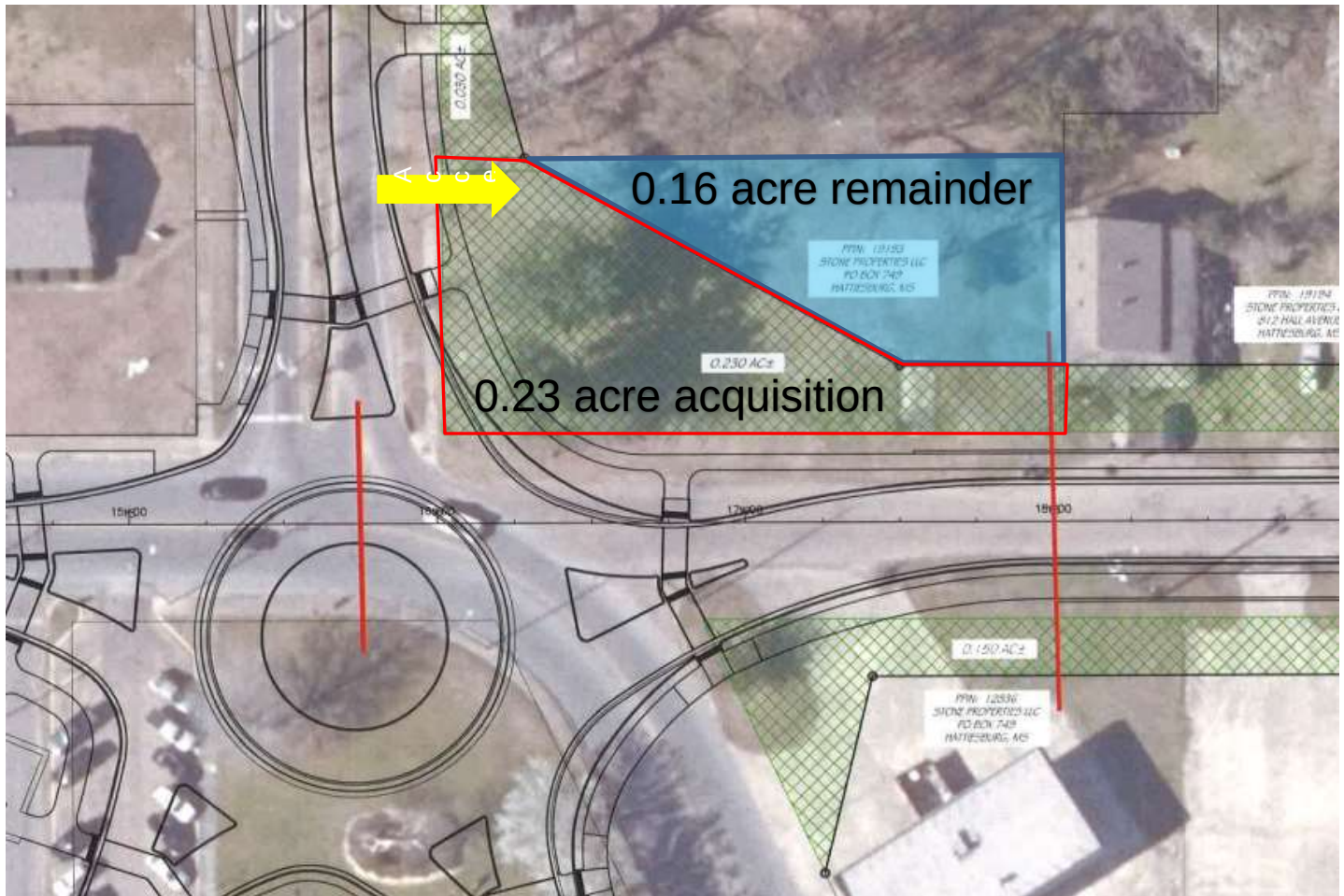


 Fee Simple Acquisition area: 0.23 Acres

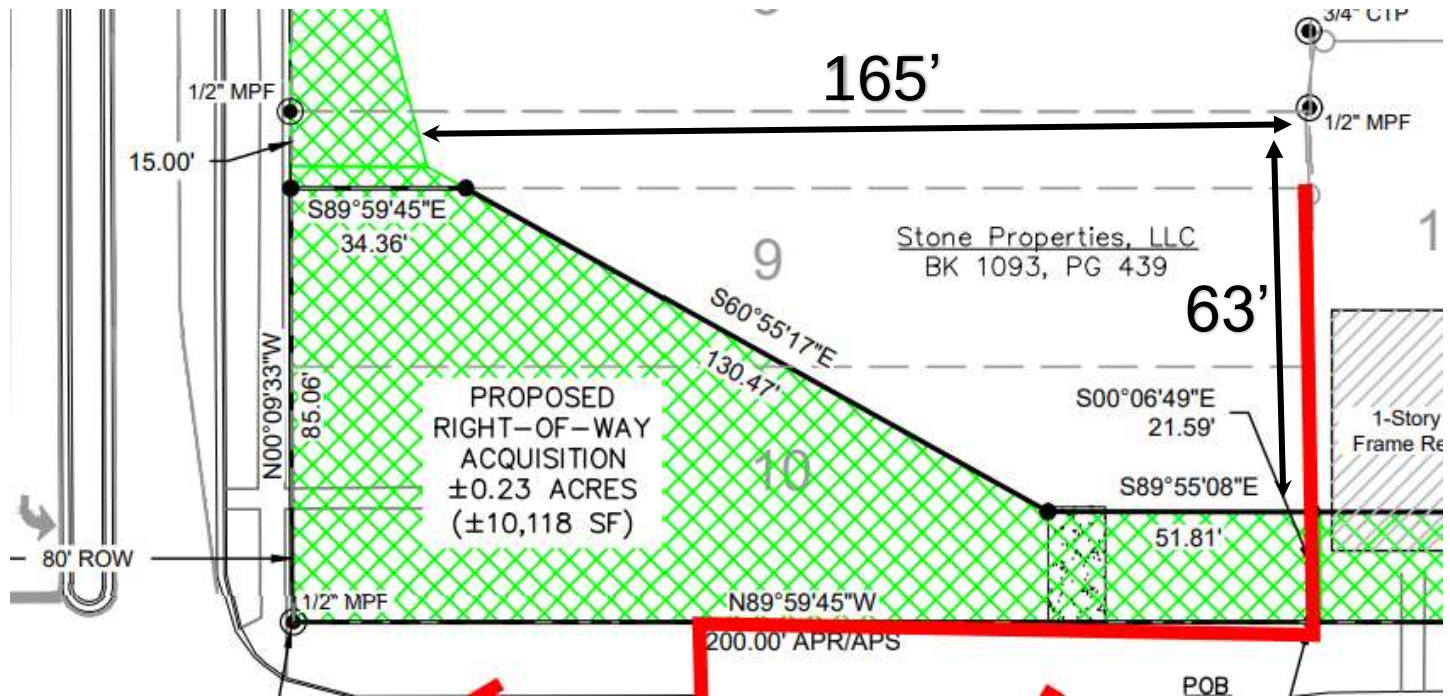
Site Description — After

Dimensions/Area/Shape: Following the acquisition, the property will have 0.16 acres remaining and will become irregular in shape.

Frontage/Access: The 0.16 acres in the after condition will lose all access to Hall street, and will have one access point to Bay street from the west, as indicated by the yellow arrow below.



Utility in the after condition: Following the acquisition of 0.23 acres, the remaining property is 0.16 acres, but is irregular in shape and dimensions. The remaining parcel has a maximum width of +/- 63.41' on the eastern line, narrowing to a point on the western line. The property has a depth of +/- 165' at its widest point. Due to the irregular shape of the lot, single family home construction is questionable in the after condition.



City of Hattiesburg setback requirements

District	Minimum Lot Size in SF/ Width at Setback	Max. Dwelling Units	Max. Floor Area Ratio	Setbacks in feet				Max. Height*	Max. Impervious Surface Lot Coverage	Buffer in Feet
				Min. Front	Max. Front	Min. Side	Min. Rear			
A-1	130,680 / 100	1 per lot	-	25	-	15?	25	35 feet or 3 stories	35%	-
A-2	43,560 / 100	1 per lot	-	25	-	15?	25	35 feet or 3 stories	50%	-
R-1A	10,000/ 50	1 per lot	-	30	-	10	25	35 feet or 3 stories	50%	-
R-1B	7,500/ 50	1 per lot	-	25	-	10	25	35 feet or 3 stories	50%	-
R-1C	5,000/ 50	1 per lot	-	20	-	10	25	35 feet or 3 stories	50%	-
R-2	4,000/ 40	2 per lot	-	20	-	10	20	35 feet or 3 stories	50%	-
R-3	7,500/ 40	17 per acre	-	20	-	5	20	35 feet or 3 stories	50%	-

Technically, a single family home could be constructed on the lot, with a maximum house width of +/- 43'. This would allow for 10' setbacks on the north and south sides of the home. However, this would not be adequate for the additional construction of a side driveway, and a 5' required landscape buffer. The only possible option would be for a front loaded parking area in front of the house, with no side access.

Diagram 6.2



City of Hattiesburg- R1-A zoning required 10' side setbacks, 30' fronts, 25' rear yard. The minimum lot width of 50' is adequate, although tight.

Conclusion of after condition:

Overall, in the after condition, the property is an irregularly shaped lot, with dimensions that are not typical for single family construction. The side and rear setbacks would require a uniquely shaped residential structure, which may not conform to other houses in the area. This, compounded with the lack of new residential construction in the area, make single family use in the after condition questionable.

Overall, the remaining lot was concluded to be too irregular to be considered possible for single family residential construction. The only plausible use for the remaining 0.16 acres would be for assemblage or greenspace.

Items of Real Property Appraised

The property to be appraised in this report is 0.39 acres of land located in Hattiesburg, MS.

Items of Personal Property Not Appraised

None.

Whole Tract and Larger Parcel Declaration

Whole Tract Declaration

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

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

Total "Whole Tract" Declaration and Summary	(Ac./S.F.)
According to the Forrest County Tax Assessor's map, as well as the legal description found in the deed for this property, the tract is irregular in shape, containing a total of 0.39 acres, more or less. This was considered the whole tract. It was noted by the appraiser that Stone properties owns additional lands to the east of the subject, which is improved with a single family home. This adjacent parcel has a highest and best use as residential, and the inclusion of the 0.39 acres to this residential home would only add assemblage value. Overall, the 0.39 acres was considered one parcel, due to its highest and best use being a vacant residential lot.	

Declaration of the Larger Parcel

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

Larger Parcel(s) Summary	(Dimensions, Size, and Use)
The subject tract consists one tax parcel containing +/- 0.39 acres and a single family home. The 0.39 acres has unity of ownership, a consistent highest and best use, and is one contiguous property. Therefore, the entire 0.39 acres was valued as one whole parcel.	

Highest and Best Use Analysis

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

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

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

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

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

Highest and Best Use Analysis	(Address legal permissibility, physical possibility, financial feasibility, maximum productivity, in Before & After for all larger parcels or whole tract as applicable)
Physically possible: The site has access to Bay Street, and is physically large enough for a wide variety of uses. The 0.39 acre site is not physically limited by its size, and any sort of commercial, industrial, retail or single family use would be physically possible on the site. Legally permissible: The site is zoned R-1 A by the City of Hattiesburg. This zoning district only allows single family residential uses, churches, schools, and parks. The R1-A zoning would severely limit the overall use of the property to anything but SFR and religious uses. Financially feasible: The site is located in Hattiesburg, and is legally restricted to R1-A zoning class. The Bay Street corridor has seen good interest in renovating older historic homes and cottages, due to their close proximity to downtown Hattiesburg. A single family residential use is the only feasible use for the site. The property is located in a residential area of Hattiesburg, with residential immediately adjacent to the west, east and north. A vacant residential lot lies to the south. The only feasible, and maximally productive use of the site would be for single family residential uses.	

HIGHEST AND BEST USE IN THE AFTER CONDITION

Following the acquisition, the property is left with a 0.16 acre site with irregular depths, dimensions, and limited access. The site was considered too irregular in shape, lot widths, and dimensions to be feasible to be used as a residential lot. The remaining 0.16 acres could be assembled into the residential lot to the north, or possibly used by the property owner to the east. The concluded Highest and Best Use in the after condition was concluded to be assemblage.

Ownership History and Tax Information

Ownership History

In developing a real property appraisal an appraiser must:

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

Ownership History					
Property Transactions during the last five years to Date:					
Date	Grantor	Grantee	Consideration	Book/Page	Ver.
12/06/2010		Stone Proeprties LLC	NA	1093 / 439	WD
Explanation: The property purchased by Stone Properties LLC on December 6 th , 2010. There have been no other transfers in ownership since that time.					

Tax Information			
Tax Parcel I.D. Number	PPIN # 019193	True Value – Land	\$22,840
Millage Rate		True Value – Improvements	\$0
Property Assessment Rate			
Special Assessments			

Approaches to Value

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

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

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

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

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

Approach to Value Utilized in this Appraisal Assignment Are:

☐ Cost Approach ☐ Income Approach ☒ Sales Comparison Approach

Reason(s) for excluding any of the usual approaches to value	
The property is a vacant residential property. The value of the lot in the before condition is presented on the following pages.	

Sales Comparison Approach – (Land) – Before Value of the Residential lot

☐ Complete Take

☒ Partial Take

Acre(s) ▼

Item	Subject	Comp Sale #	L-1	Comp Sale #	L-2	Comp Sale #	L-3	Comp Sale #	L-4
Proximity to Subject		500' west		2.5 mile NW		0.8 mile N		0.5 mile N	
Sales Price			\$20,000		\$22,000		\$30,000		\$18,000
Price Per Unit			\$20,000.00		\$22,000.00		\$30,000.00		\$18,000.00
	Description	Description	+/- Adj.	Description	+/- Adj.	Description	+/- Adj.	Description	+/- Adj.
Property Rights Conveyed	Fee, Ease,								
Adjusted Price			\$20,000.00		\$22,000.00		\$30,000.00		\$18,000.00
Financing	Typical								
Adjusted Price			\$20,000.00		\$22,000.00		\$30,000.00		\$18,000.00
Condition of Sale	Arms-Length								
Adjusted Price			\$20,000.00		\$22,000.00		\$30,000.00		\$18,000.00
Market Conditions	Date of Sale	4/7/16	\$1,000.00	4/7/17	\$880.00	8/31/17	\$1,200.00	12/28/07	\$2,520.00
Adjusted Price			\$21,000.00		\$22,880.00		\$31,200.00		\$20,520.00
Location		Similar	\$0.00	Superior	(\$2,288.00)	Superior	(\$6,240.00)	superior	(\$2,052.00)
Size (Acre(s))	0.390	0.360	\$0.00	0.680	\$2,288.00	0.693	\$3,120.00	0.390	\$0.00
Topography	Flat, level	flat, level	\$0.00	flat, level	\$0.00	Flat, level	\$0.00	Flat, level	\$0.00
Utilities	W-P-S	Similar	\$0.00	Similar	\$0.00	Similar	\$0.00	Similar	\$0.00
Zoning	R1-A	R1-A	\$0.00	R1-A	\$0.00	B-4	(\$1,560.00)	B-3	(\$1,026.00)
Net Adjustment		(+/-)	\$1,000.00	(+/-)	\$880.00	(+/-)	(\$3,480.00)	(+/-)	(\$558.00)
		Net %	5.00%	Net %	4.00%	Net %	-11.60%	Net %	-3.10%
		Gross %	5.00%	Gross %	24.80%	Gross %	40.40%	Gross %	31.10%
Adjusted Sales Price			\$21,000.00		\$22,880.00		\$26,520.00		\$17,442.00

Adopted Unit Value, Before (Land Only): \$20,000.00

Size	Unit of Measure	Rate
0.390	Acre(s) @	\$20,000.00
	Per Lot	\$20,000
Add (Timber, minor site improvements, other - See Attached):		\$0
Total Before Value (Land Only):		\$20,000
r/o		\$20,000

Parcel No. 2-029P-10-301.00

Project No. Bay Street roundabout project

Explanation of Adjustment-(Land)

(Before and After)

Before Value – Land Adjustments

Property Rights Conveyed: All of the sales were fee simple conveyances. No property rights adjustments were required.

Financing: No adjustments applied

Conditions of Sale: No adjustments applied

Market Conditions: The sales spanned from 2007 to 2017. There is limited lot sales activity in the downtown Hattiesburg market, so the overall availability of sales is limited. A minor annual appreciation rate of 1% per year has been applied to the sales.

Location: All of the sales are located in Forrest county, and are generally similar in location. However, sale #2 is located near the University of Southern Mississippi, and was considered superior in location. Sale 4 is a downtown lot in the commercial district, and was considered superior.

Size: Site size is an adjustment in which comparables site size is compared to the subject. Depending on the market segment, variation in site size can have effect up to a point on the price per square foot index. Typically, if a comparable site is larger than the subject site, an upward adjustment is applied to reflect economies of scale. Conversely, if a comparable site is smaller than the subject site, a downward adjustment was applied. This category can also include adjustments for parcels that may have off-site retention and reflect a fully buildable lot. Although a price per lot value was concluded, the large lots would allow for more buffering, greenspace, etc. Therefore, the larger lots (Sales 2 and 3) were adjusted up for their larger size, and there were no adjustments needed for the similar sized sales (Sales 1 and 4).

Topography: The subject is a level, residential lot that does not have any physical deficiencies. The sales were all considered similar in topography.

Zoning: The subject is zoned R1-A residential. Two of the four sales had similar zoning. Sale 3 was purchased with the intent of residential construction, although it was zoned for commercial uses. This sale, along with sale 4 have superior potential due to their zoning class. These sales were considered superior.

Before Value - Reconciliation of Land Sales

The sales had adjusted per lot values ranging from \$17,442-\$26,520 per lot. Lot sale #1 was considered the most similar overall, due to it being 2 blocks west of the subject. This lot sold for \$20,000. Overall, considering the adjusted lot values from \$17,442-\$26,520, a lot value of \$20,000 was considered for the subject property.

BEFORE VALUE CONCLUSION: **\$20,000**

After Value - Reconciliation

In the after condition, the subject property has lost 0.23 acres of land (59%), all access along Hall Street, with limited access along Bay Street. The lot had a highest and best use of single family residential in the before condition. In the after condition, it is highly questionable if the property could be marketed as a residential lot.

The only use of the remaining land would be for assemblage into the adjoining properties to the east and north. Thus, marketing the property is difficult, and damages to the remainder property are present. The remaining 0.16 acres had a before value of \$8,205, but due to the change in utility, and the general lack of potential buyers for the remainder, significant damages were considered. The before value of the single family lot was \$20,000.

The table below includes some regional assemblage sales, which range from \$2,400-\$5,000 per acre. From these sales, the residential sale in Ellisville was considered the most relevant, with a unit value of \$2,400/acre. I have adopted an assemblage value of \$2,400/acre for the remaining 0.16 acres.

ASSEMBLAGE SALES

No.	Location	Sale Date	Price	Size in Acres	Price/ Acre	Comments
1.	Walden Way, Lake Thoreau, Hattiesburg	05/23/2016	\$31,850	6.370	\$5,000	Assemblage into adjacent residential use
2.	Walden Way, Lake Thoreau, Hattiesburg	03/16/2016	\$173,000	43.250	\$4,000	Assemblage into adjacent residential use
3.	100 Jefferson street, Ellisville	10/17/2018	\$6,000	2.500	\$2,400	Assemblage into adjacent residential use
4.	Black Creek, Lamar County	07/20/2015	\$12,000	4.000	\$3,000	Assemblage into adjacent recreational tract

AFTER VALUE

FINAL AFTER VALUE CALCULATIONS

0.16 acres x \$2,400/acre = \$385 (rounded)

Final Reconciliation of Value

	Before	After	Difference
Sales Comparison Approach	\$20,000	\$385	\$19,615
Cost Approach			
Income Approach			

Reconciliation	
During my research into the market, I found several comparable land sales and residential sales in the Hattiesburg market. These sales were further analyzed based on their proximity to the subject and their highest and best use. The sales were inspected, verified, and compared to the subject property. In the before condition, the 0.39 acre lot was concluded to have a value of \$20,000. After the project is complete, the remaining site was concluded to have very little overall value, and the highest and best use in the remainder was considered to be assemblage. An after value of \$385 was concluded.	

The difference between the Fair Market Value of the whole tract and the remainder is **\$19,615** as of 03/31/2021, and is my opinion of just compensation, for the acquisition of the real property rights described in this appraisal report.

Recommended Distribution Of Final Value Estimate

For Accounting And Acquisition Purposes Only
(To Be Completed After Appraisal Made)

Fee/Leased Fee Interest

Acre(s) ▼

Parcel	Acq. Area	HBU	Land	Improvements		Damages		Total
				Item	Value	Item	Value	
2-029P-10-301.00	0.230 Acre(s)		\$11,795			Lot	\$7,820	\$19,615
								\$0
								\$0
								\$0
								\$0
Totals	0.230 Acre(s)		\$11,795		\$0		\$7,820	\$19,615

Easements (Permanent / Temporary)

Parcel	Acq. Area	HBU	Land	Improvements		Damages		Total
				Item	Value	Item	Value	
								\$0
								\$0
								\$0
								\$0
								\$0
Totals	0.000		\$0		\$0		\$0	\$0

Quit-Claim Interest / Leasehold

Parcel	Acq. Area	HBU	Land	Improvements		Damages		Total
				Item	Value	Item	Value	
								\$0
								\$0
								\$0
								\$0
								\$0
Totals	0.000		\$0		\$0		\$0	\$0

Total of all Interests \$19,615

Parcel No. 2-029P-10-301.00 Project No. Bay Street roundabout project

Addenda

Terms and Definitions

Agency- the Federal Agency, State, State Agency, or person that acquires real property or displaces a person.

Appraisal- USPAP 2020-2021, pg. 3 defines an appraisal as the act or process of developing an opinion of value; an opinion of value.

Uneconomic Remnant- a parcel of real property in which the owner is left with an interest after the partial acquisition of the owner's property, and which the Agency has determined has little or no value or utility to the owner.

Total Ownership- the total amount of contiguous property, under the ownership of a single legal entity, as indicated by the map provided to the appraiser.

Whole Tract- that amount of property, within the "Total Ownership", as determined by the appraiser, to be affected by the acquisition. The *whole tract* is defined by the appraiser, and may be determined to be the same as the total ownership, or some defined area that is less than the "Total Ownership".

Larger Parcel-¹ that tract, or tracts, of land which possess a unity of ownership and have the same, or an integrated, highest and best use. Elements of consideration by the appraiser in making a determination in this regard are contiguity, or proximity, as it bears on the highest and best use of the property, unity of ownership, and unity of highest and best use. Mississippi Case Law recognizes this concept but refers to it by use of the phrases "Highest and Best Use areas" or "Highest and Best Uses" ² Designation of the Larger Parcel, for appraisals performed in connection with the disposal of excess property, may require the adoption of a hypothetical condition regarding "unity of ownership".

Excess Property "(2)...whenever real property, with the exception of easements for highway purposes, has been acquired by the Mississippi Transportation Commission, in any manner, for public use and in the opinion of the commission all or any part thereof becomes unnecessary for public use, the same shall be declared on the minutes of the commission as excess property and sold at private sale at market value."³

Disposal as used in the appraisal of excess property, "means the sale of real property rights therein, including access or air rights, when no longer needed for highway right-of-way or other uses eligible for funding under title 23 of the [U.S.] Code"⁴

Fair Market Value- Fair Market Value is value in exchange. It is "the most probable price, as of a specified date, in cash, or in terms equivalent to cash, or in other precisely revealed terms, for which the specified property rights should sell after reasonable exposure in competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self-interest, and assuming that neither is under undue duress".⁵

Effective Date – The date on which the appraisal or review opinion applies. Source: Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th Edition, s.v. "effective date." (Chicago: Appraisal Institute, 2015), PDF e-book

¹ The Uniform Appraisal Standards for Federal Land Acquisitions, Interagency Land Acquisition Conference, Published by the Appraisal Institute with the cooperation of the U.S. Department of Justice, Washington, D.C. 2000,

² Oughton v. Gaddis, 683 So.2d 390 (Miss. 1996)

³ Mississippi Code of 1972, Annotated, § 65-1-123

⁴ United States Code, 23 CFR 710.105

⁵ *Potters II v. State Highway Comm'n of Mississippi*, 608 So. 2d 1227, 1231 (Miss. 1992).

Date of the Report – The date on which the report is transmitted to the client. Source: Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th Edition, s.v. “date of the report”. (Chicago: Appraisal Institute, 2015), PDF e-book.

Highest and Best Use- The best or most valuable use to which the property, [....], is adapted. Mere speculative uses cannot be considered. There must be some probability that the land would be used within a reasonable time for the particular use to which it is adapted. There must be a present demand for the land for such purpose or a reasonable expectation of such demand in the near future.⁶

Before and After Rule [Mississippi]- When part of a larger tract of land is taken for public use, the owner should be awarded the difference between the fair market value of the whole tract immediately before the taking, and the fair market value of that remain[ing] immediately after the taking, without considering general benefits or injuries resulting from the use to which the land taken is to be put, that are shared by the general public.⁷ Any decrease or increase in the fair market value of real property prior to the date of valuation caused by the public improvement for which such property is acquired or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner, will be disregarded in determining the compensation for the property.⁸

Before Value- The fair market value of the whole tract immediately before the taking.⁹

After Value- The fair market value of that remain[ing] immediately after the taking, without considering general benefits or injuries resulting from the use to which the land taken is to be put, that are shared by the general public.

Due Compensation¹⁰- Just Compensation¹¹ the value of the land taken and the damages, if any, which result... as a consequence of the taking, without considering either general benefits or injuries resulting from the use to which the land taken is to be put, shared by the general public.¹²

Damages to Remainder- *[In the context of valuation under the Before and After Rule, it is]* the depreciation in the fair market value of the remaining area, ...that is special, and not such as is common to all the property in the neighborhood.¹³ In determining damages, if any, to the remainder if less than the whole of a defendant's interest in property is taken, nothing shall be deducted there from on account of the supposed benefits incident to the public use for which the petitioner seeks to acquire the property.¹⁴

Cost-to-Cure Damages [the cost or costs associated with] the necessity of rebuilding fences and wells, the necessity of relocating roads, and other similar items. [Such] items are all part of the depreciated value of the property, since the landowner is required to do this construction in order to use the property in the manner in which it has been used or for which it is best adapted.¹⁵

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

⁶ MSHC v. Brooks, 123 So.2d 423, 427 (1960); MSHC v. Wagley, 231 So.2d 507 (1970);

⁷ Potters II v. MSHC, 608 So. 2d 1227 (Miss. 1992); MSHC v. Hillman, 189 Miss. 850, 198 So. 565 (1940)

⁸ Mississippi Code of 1972, Annotated, Section 43-37-3

⁹ Potters II v. MSHC, 608 So. 2d 1227 (Miss. 1992); MSHC v. Hillman, 189 Miss. 850, 198 So. 565 (1940)

¹⁰ Constitution of Mississippi, Article 3, § 17

¹¹ Mississippi Code of 1972, Annotated, Section 43-37-3

¹² MSHC v. Hillman, 198 So. 565;

¹³ MSHC v. Colonial Inn, Inc. 149 So.2d 851;

¹⁴ Mississippi Code of 1972, Annotated, Section 11-27-21;

¹⁵ Emerson v. MSHC, 208 So.2d 441

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

Intended User – USPAP 2020-2021, pg. 5 defines intended user as the client and any other party as identified, by name or type, as users of the appraisal or appraisal review by the appraiser on the basis of communication with the client at the time of the assignment.

Intended User – USPAP 2020-2021, pg. 5 defines intended user as the client and any other party as identified, by name or type, as users of the appraisal or appraisal review assignment results, as identified by the appraiser on the basis of communication with the client at the time of the assignment. (2020-2021 USPAP).

Jurisdictional Exception – an assignment condition established by applicable law or regulation, which precludes an appraiser from complying with a part of USPAP. 2020-2021 USPAP)

Supplemental Standards – requirements issued by government agencies, government sponsored enterprises, or other entities that establish public policy which add to the purpose, intent and content of the requirements of USPAP, that have a material effect on the development and reporting of assignment results.

Plottage - the increment of value created when two or more sites are combined to produce greater utility resulting in higher productivity or income than could be obtained from the individual smaller sites. Source: Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th Edition, s.v. “plottage”. (Chicago: Appraisal Institute, 2015), PDF e-book.

Assemblage - the combining of two or more parcels, usually but not necessarily contiguous, into one ownership or use; the process that may create plottage value. Source: Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th Edition, s.v. “assemblage”. (Chicago: Appraisal Institute, 2015), PDF e-book.

Assemblage Cost - the excess cost incurred to acquire individual adjacent parcels of real estate in a single ownership beyond the estimated cost of acquiring similar sites that do not form a specifically desired assemblage.

Scope of Work – “the Scope of Work is a written set of expectations that form an agreement or understanding between the appraiser and the agency as to the specific requirements of the appraisal, resulting in a report to be delivered to the agency by the appraiser. It includes identification of the intended use and intended user; definition of fair market value; statement of assumptions and limiting conditions; and certifications, the type and extent of research and analyses in an assignment. Either the appraiser or the agency may recommend modifications to the initial Scope of Work, but both parties must approve changes.”¹⁶

¹⁶ Federal Highway Administration, Guide For Preparing An Appraisal Scope of Work, October, 2005

Photographs



Looking east along Bay Street at the subject lot



The vacant lot from Hall Street

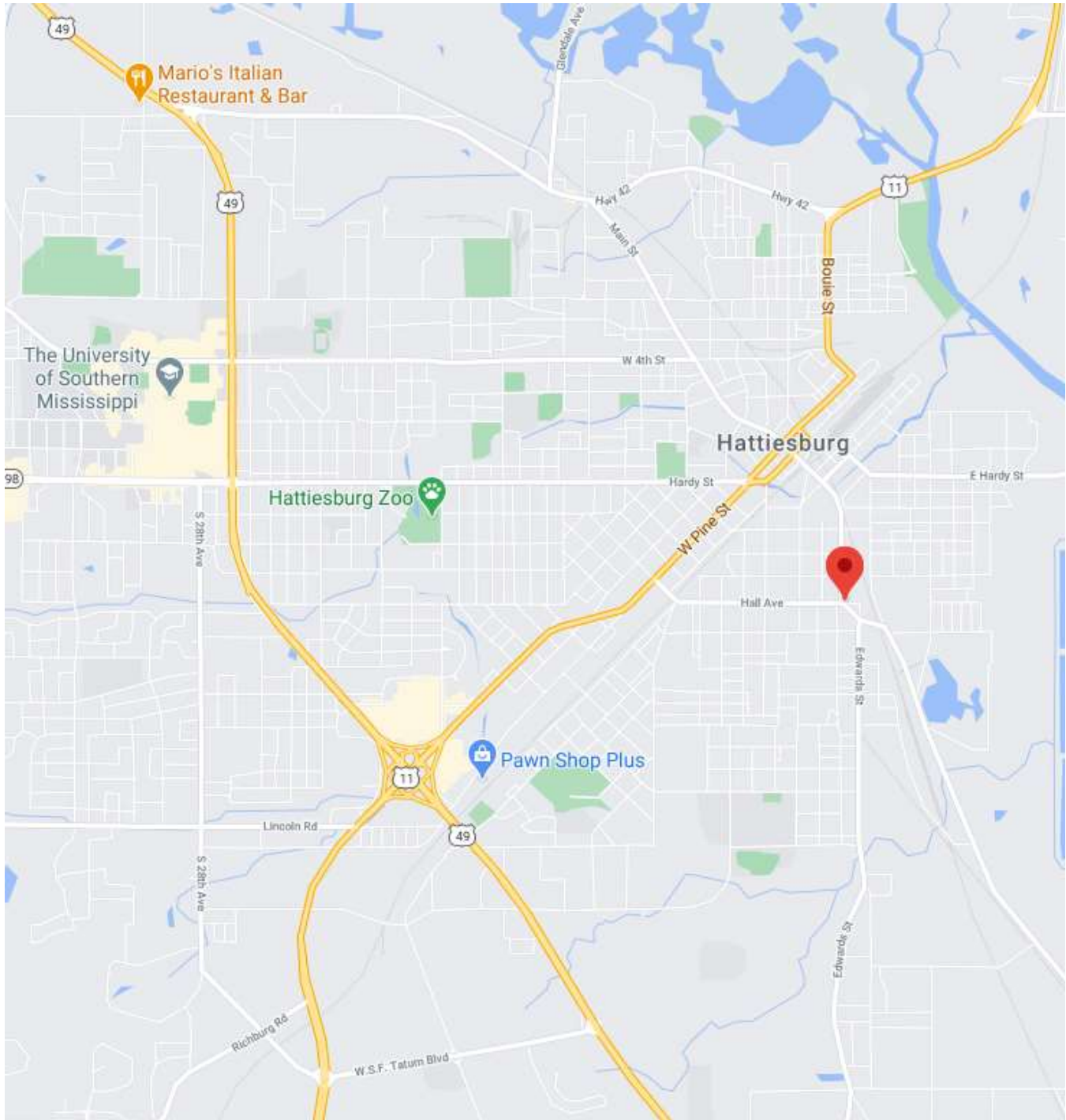


Wooded land on the interior of the property



Staking found on property marking the proposed railroad right of way

Location Map



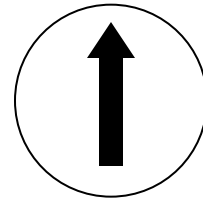
Sketch of Property¹⁷

AREAS

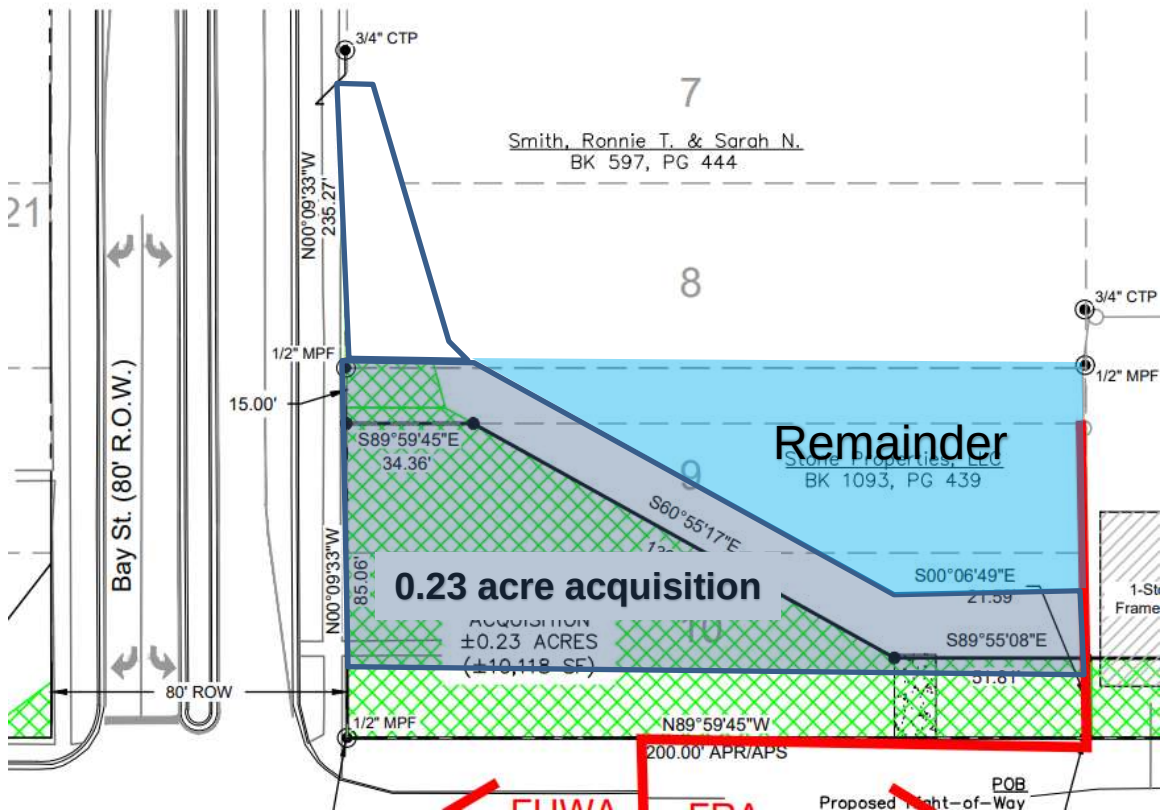
Area of Whole Tract - Before: 0.39 Acres

Area of Remaining Tract - After: 0.16 Acres

Area to be Acquired: 0.23 Acres



Directions North



Fee Simple Acquisition area: 0.23 Acres

¹⁷ **Sketch Must Show:** (Note: It is not required that the sketch be drawn to scale)

1. All boundary dimensions.
2. Location of all significant improvements.
3. Location of other significant features (creeks, woods, power lines, access limits, drives, fences, railroads, roads, etc.)
4. Relation of improvements to areas taken.
5. Area to be acquired.
6. Area of remainder(s).
7. Different uses (if appropriate).

Acknowledgement of Appraiser Intern Assistance

In accordance with rules of the Mississippi Real Estate Appraiser Licensing and Certification Board as set forth in Rule 11, Part D, #3, and revisions dated June 15, 2000, per letter from Deputy Director Rick Moon, this appraisal report was prepared with the assistance of an Appraiser Intern. The Appraiser Intern named below:

- May not sign the report or certification,
- May not perform the final value analysis,
- Can assume NO responsibility for the appraisal or report,
- May in no circumstance hold self out as being a licensed appraiser, and
- Perform all appraisal-related activities under the direct supervision of the Certified General Appraiser named below.

In addition to the entries made by the Appraiser Intern and the Certified Appraiser in their respective "*Appraiser Intern Experience Log*", this page is provided to serve as further documentation of the Appraiser Intern's assistance in the preparation of this appraisal report.

Appraiser Intern

Heath Sullivan

MAB Registration AI-712

Supervising Certified Appraiser

Jonathon Null, MAI

MAB License #GA-799



Signature

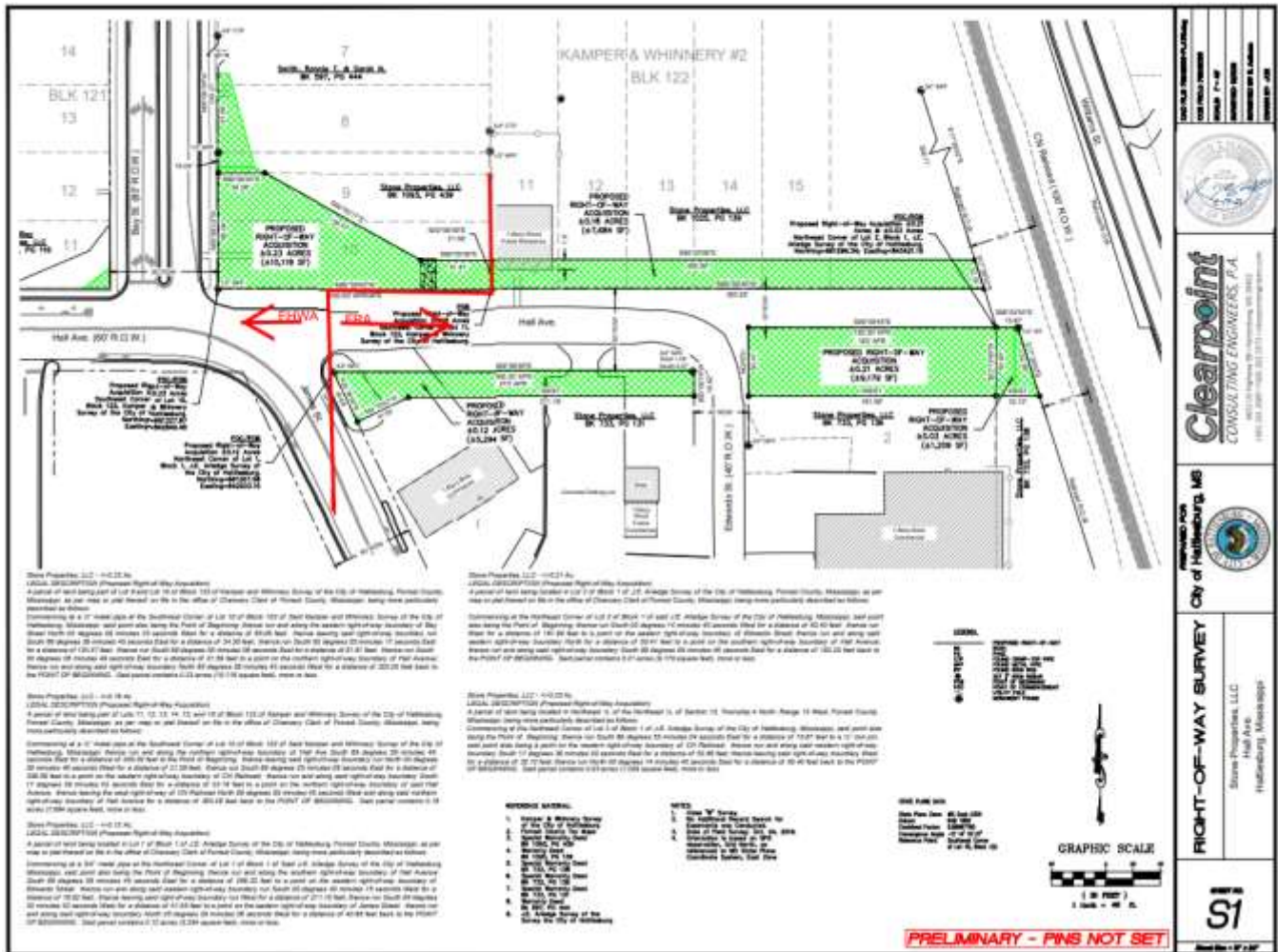
7/31/2020

Date

(attached)

LEGAL DESCRIPTION (Proposed Right-of-Way Acquisition)

Commencing at a ½" metal pipe at the Southwest Corner of Lot 10 of Block 122 of Said Kamper and Whinnery Survey of the City of Hattiesburg, Mississippi; said point also being the Point of Beginning; thence run and along the eastern right-of-way boundary of Bay Street North 00 degrees 09 minutes 33 seconds West for a distance of 85.06 feet; thence leaving said right-of-way boundary run South 89 degrees 59 minutes 45 seconds East for a distance of 34.36 feet; thence run South 60 degrees 55 minutes 17 seconds East for a distance of 130.47 feet; thence run South 89 degrees 55 minutes 08 seconds East for a distance of 51.81 feet; thence run South 00 degrees 06 minutes 49 seconds East for a distance of 21.59 feet to a point on the northern right-of-way boundary of Hall Avenue; thence run and along said right-of-way boundary North 89 degrees 59 minutes 45 seconds West for a distance of 200.00 feet back to the POINT OF BEGINNING. Said parcel contains 0.23 acres (10,118 square feet), more or less.



QUALIFICATIONS OF THOMAS JONATHON NULL

Professional Designations & Affiliations

- ◆ State Certified General Real Estate Appraiser in the State of Mississippi,(GA-799)
- ◆ Designated Member of the Appraisal Institute

Related Job Experience

Collins Appraisal Group March 2003- Present

Appraiser - site inspections, report preparation, and analysis of commercial, timberland, and right-of-way projects.

OSCA Inc./ BJ Services May 1998-March 2003

Stimulation engineer- Oil service company. Multitasking, tri-lingual, international and domestic experience.

Academic Background

High School Diploma Meridian High School- Meridian, MS - 1993

BS in Geology Mississippi State University – 1998

Professional Education

Course (110)	Appraisal Principles Course	Appraisal Institute	2003
Course (120)	Appraisal Procedures Course	Appraisal Institute	2003
Course (310)	Basic Income Capitalization	Appraisal Institute	2003
Course (510)	Advanced Income Capitalization	Appraisal Institute	2003
	Uniform Standards of Professional Appraisal Practice	Lincoln Graduate	2003
Course (200)	International Right of Way Assoc	IRWA	2003
	Conservation Easement Seminar	Tara Wildlife Center	2003
Course (410)	The Appraisal of Partial Acquisitions	IRWA	2004
Course (801)	Land Titles	IRWA	May 2005
Course (901)	Engineering Plan and Development	IRWA	May 2005
	Yellow Book Seminar	Appraisal Institute	2006
	Conservation Easement Seminar	Tara Wildlife Center	2006
Course (520)	General Market Analysis and Highest and Best Use	Appraisal Institute	2006
	Wetland Symposium		2007
Course (550)	Advanced Applications	Appraisal Institute	Nov. 2007
Course (540)	Report writing and valuation analysis		April 2007
	National USPAP		2008
	Advanced Sales Comparison & Cost Approaches		2008
	Business Practice and Ethics		2008

Course (530)	Advanced Sales and Cost Approach	Appraisal Institute	2008	
	Appraising Distressed Commercial Real Estate		2009	
	Introduction to Conservation Easement Valuation		2010	
	Oil Spills and Property Values		2010	
	Attacking an Defending an Appraisal			
	In Litigation	Appraisal Institute	2011	
	7 Hour National USPAP	Appraisal Institute	2011	
	The Impact of Dodd-Frank on Appraisers			
	and Their bank clients	Appraisal Institute	2012	
	General Demonstration Report Writing	Appraisal Institute	2012	
	7 Hour National USPAP	Appraisal Institute	2014	
	R.E. Finance Statistics Valuation Modeling	Appraisal Institute	2014	
	105 The Uniform Act – Executive Summary			IRWA
	USPAP	Appraisal Institute	2015	
	Rates and Ratios	Appraisal Institute	2016	
	Drone Technology and Its Impact on the Appraisal Industry			Appraisal
			2017	
Institute	Fundamentals of Separating Real Property, Personal Property, and Intangible Business Assets	Appraisal Institute	2017	

QUALIFICATIONS OF HEATH PATRICK SULLIVAN

Professional Designations & Affiliations

- ◆ Real Estate Appraiser Intern in the State of Mississippi (AI-712)

Related Job Experience

Collins and Null Appraisals, Inc. Hattiesburg, MS August 2016- Present
Appraiser Intern / Appraisal Assistant

- Report preparation, writing and finalizing
- Assist appraiser on inspection and measuring improvements
- Data research and improvement sketching

Academic Background

Honors Graduate – Oak Grove High School – Hattiesburg, MS 2010

Professional Education

901 – Engineering Plan Development and Application – Jackson, MS	IRWA	2018
902 – Property Descriptions – Jackson, MS	IRWA	2018
Course (110) Appraisal Principles Course – Online	Appraisal Institute	2020
Course (120) Appraisal Procedures Course – Online	Appraisal Institute	2020
Supervisory Appraiser/Trainee Appraiser Course – Online	Appraisal Institute	2020
15-Hour Equivalent 2020 – 2021 USPAP Course – Online	Appraisal Institute	2020

Establishment of Just Compensation Offer

This document is prepared pursuant to Federal regulation at 49 CFR 24.102(d)

"Establishment and offer of just compensation. Before the initiation of negotiations, the Agency shall establish an amount which it believes is just compensation for the real property. The amount shall not be less than the approved appraisal of the market value of the property, taking into account the value of allowable damages or benefits to any remaining property. An Agency official must establish the amount believed to be just compensation".

The property that is the subject of this offer of just compensation is as follows:

Owner: Stone Properties, LLC
Parcel No: PPIN # 019193
Project No: Bay Street Roundabout
County: Forrest

Under the authority conveyed to me by the Hattiesburg City Council, and based on the recommended appraisal for the above-named property, which is inclusive of all compensable interests, I, *Toby Barker*, Mayor of the city of Hattiesburg, do hereby establish the City of Hattiesburg's offer of what is believed to be just compensation for the acquisition of the real property rights specified, in the amount of \$20,000.

Signed _____ Date _____

NOTICE TO ACQUISITION AGENTS

The "just compensation" figure specified above is the total offer for the property, inclusive of all interests. If more than one interest exists for the property, (T's, Q's, E's), please refer to the appraisal review report for allocation of this "just compensation" figure to the various interests that exist.

Legal Description(s)
(attached)

Stone Properties, LLC - +/-0.23 Ac.

LEGAL DESCRIPTION (Proposed Right-of-Way Acquisition)

A parcel of land being part of Lot 9 and Lot 10 of Block 122 of Kamper and Whinnery Survey of the City of Hattiesburg, Forrest County, Mississippi, as per map or plat thereof on file in the office of Chancery Clerk of Forrest County, Mississippi, being more particularly described as follows:

Commencing at a 1/2" metal pipe at the Southwest Corner of Lot 10 of Block 122 of Said Kamper and Whinnery Survey of the City of Hattiesburg, Mississippi; said point also being the Point of Beginning; thence run and along the eastern right-of-way boundary of Bay Street North 00 degrees 09 minutes 33 seconds West for a distance of 85.06 feet; thence leaving said right-of-way boundary run South 89 degrees 59 minutes 45 seconds East for a distance of 34.36 feet; thence run South 60 degrees 55 minutes 17 seconds East for a distance of 130.47 feet; thence run South 89 degrees 55 minutes 08 seconds East for a distance of 51.81 feet; thence run South 00 degrees 06 minutes 49 seconds East for a distance of 21.59 feet to a point on the northern right-of-way boundary of Hall Avenue; thence run and along said right-of-way boundary North 89 degrees 59 minutes 45 seconds West for a distance of 200.00 feet back to the POINT OF BEGINNING. Said parcel contains 0.23 acres (10,118 square feet), more or less.



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director

cc:

Date: Tuesday, November 2, 2021

Re: Approve and authorize Mayor to execute the U.S. Department of Housing and Urban Development (HUD) Lead Hazard Reduction Grant Program and Healthy Homes Supplement Grant Agreement in the amount of \$1,864,883.00 (\$1,617,400 federal share and \$247,483 local share).
File Number: 2021-1282
Minute Book #

Summary

HUD Lead Hazard Reduction Grant Program and Healthy Homes Supplement Grant Agreement

Recommendation Statement

I recommend approval and authorization for Mayor to execute the U.S. Department of Housing and Urban Development (HUD) Lead Hazard Reduction Grant Program and Healthy Homes Supplement Grant Agreement in the amount of \$1,864,883.00 (\$1,617,400 federal share and \$247,483 local share).

Please place this on the November 2, 2021 City Council meeting for consideration.

Assistance Award/Amendment

U.S. Department of Housing and
Urban Development
Office of Administration

1. Assistance Instrument ☐ Cooperative Agreement ☒ Grant		2. Type of Action ☒ Award ☐ Amendment	
3. Instrument Number MSLHB0771-21	4. Amendment Number	5. Effective Date of this Action See Block #20	6. Control Number
7. Name and Address of Recipient City of Hattiesburg 200 Forrest Street P.O. Box 1898 Hattiesburg, MS 39403-1898		8. HUD Administering Office HUD, Office of Lead Hazard Control and Healthy Homes 451 Seventh Street, SW Room 8236 Washington, DC 20410	
10. Recipient Project Manager Jennifer Shows 601-545-4544 jshows@hattiesburgms.com		8a. Name of Administrator Markquonda Mathis	8b. Telephone Number 202-402-5120
11. Assistance Arrangement ☒ Cost Reimbursement ☐ Cost Sharing ☐ Fixed Price		9. HUD Government Technical Representative Bruce Bailey Bruce.E.Bailey@hud.gov 202-402-6249	
12. Payment Method ☐ Treasury Check Reimbursement ☐ Advance Check ☒ Automated Clearinghouse		13. HUD Payment Office U.S. Dept. of HUD CFO Accounting Center, 6AF 801 Cherry St., Unit #45 Ste. 2500 Fort Worth, TX 76102	
14. Assistance Amount Previous HUD Amount \$0.00		15. HUD Accounting and Appropriation Data	
HUD Amount this action		15b. Reservation number	
LHB \$ 1,400,650.00		8620/220174 20LRH/LRLHR LHB 00/98- \$1,400,650.00	
HHO \$ 216,750.00		8620/220174 20LRHH/LRHHI HHO 00/98- \$216,750.00	
Total HUD Amount \$ 1,617,400.00		Amount Previously Obligated \$0.00	
Recipient Amount \$ 247,483.00		Obligation by this action \$ 1,617,400.00	
Total Instrument Amount \$ 1,864,883.00		Total Obligation \$ 1,617,400.00	

16. Description

Employer Identification: 64-6000432

DUNS: 0794481300000

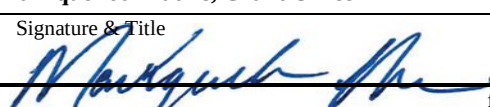
Program: LHB/ HHO

This instrument sets forth the agreement between the parties as to all terms and conditions and provisions herein. By signing this award document, the Grantee certifies that it is in compliance with all administrative and financial provisions of this award. This grant instrument consists of the following, some of which are incorporated by reference:

- Cover Page, HUD 1044
- FY 2021 Terms and Conditions
- Statement of Work/Work Plan/Benchmark Standards
- Grantee's financial and technical proposal
- Mutually agreed and negotiated proposal changes
- Abstract of grant activities
- Lead Hazard Control Program Policy Guidance Issuances "PGI-2015-01- Clarification of Costs for LHRD and LBPHC Grant Programs"
- TITLE 2: GRANTS AND AGREEMENTS - PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS** <http://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1>
- Notice of Grant Opportunity announced in GRANTS.GOV FR-6500-N-13 Posted date: 07/12/2021

Period of Performance: 42 months – ~~November 1, 2021 – May 30, 2025~~

November 1, 2021- April 30, 2025

17. ☒ Recipient is required to sign and return three (3) copies of this document to the HUD Administering Office		18. ☐ Recipient is not required to sign this document.	
19. Recipient (By Name) Toby Barker, Mayor		20. HUD (By Name) Markquonda Mathis, Grant Officer	
Signature & Title	Date (mm/dd/yyyy) 11/02/2021	Signature & Title 	Date (mm/dd/yyyy) 8/19/2021

form HUD-1044 (8/90)



**U.S. Department of Housing and Urban Development
Office of Lead Hazard Control and Healthy Homes**



**Lead-Based Paint Hazard Reduction Grant Program
Fiscal Year 2021 - Terms and Conditions**

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APPENDIX 1 - List of Actions Due

I GENERAL

1. Introduction

- 1.1. This instrument is governed by the 2 CFR Part 200 – “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” commonly referred to as the Uniform Guidance. The Uniform Guidance streamlines and consolidates government requirements for receiving and using federal awards to reduce administrative burden and improve outcomes. The Office of Management and Budget (OMB) recently made major changes and updates to the Uniform Guidance, which became effective November 12, 2020.
- 1.2. In this instrument, the term “recipient” refers to the “grantee; and these two terms are used interchangeably throughout this document. The Grant Agreement (also referred to as an award document) consists of the HUD-1044 (including the policies and guidance and any special conditions outlined in the HUD-1044) and this Terms and Condition document. Recipients must review their official award document for additional administrative and programmatic requirements.
- 1.3. Recipients and any subrecipients must comply with the applicable Terms and Conditions outlined below. Except as noted otherwise, these Terms and Conditions apply to the Lead Hazard Reduction Grant Program and the Healthy Homes Production Grant Program administered by the Office of Lead Hazard Control and Healthy Homes (OLHCHH). Also, recipients should review the separate OLHCHH Grant Program Policy Guidance applicable to each program.
- 1.4. By acceptance of the grant award, each recipient/grantee agrees to comply with these requirements. Failure to comply with the general terms and conditions outlined below and those directly reflected on the official assistance award document may result in enforcement actions outlined in 2 CFR§200.339 and §200.340.

2. Overview of Award Implementation

- 2.1. This instrument reflects the acceptance of the proposed budget, key personnel and partners, and primary conditions of the applicant’s awarded general proposal, or any subsequent revision, submitted in response to the Notice of Funding Opportunity (NOFO) (formerly called NOFA) for the Department of Housing and Urban Development, OLHCHH Grant Programs for the NOFO indicated on the form HUD-1044 cover page. A final budget, work plan, and benchmarks will be developed, accepted, and incorporated with the form HUD 1044 within 60 days of the award notice. As a condition of this grant award, the Grantee and subrecipients, as applicable, agree to submit the following documents:
 - a. a final negotiated work plan, with deliverables/outcomes measures, prioritization plan, targeted areas of program implementation, and
 - b. policies and procedures for how the grant will be administered in the community. Submit the documents listed via the Healthy Homes Grant Management System (HHGMS) within 60 calendar days of the Period of Performance start date (located on form HUD-1044).

- 2.2. These revisions will update the general/basic plan submitted with the proposal and include any negotiated changes to the work plan, benchmarks and budget. A Grantee whose work plan includes conducting activities that physically alter the dwelling or its property, such as lead hazard control or other healthy homes interventions, will not be allowed to draw down funds before the completion of a satisfactory environmental review by the appropriate HUD Environmental Officer and HUD approval of the property, or the Grantee's receipt of an approved Request for Release of Funds and Certification, as prescribed within Section 40 of this agreement. See OLHCHH Policy Guidance 2008-03 for further details.

NOTE: If identified issues are not addressed satisfactorily, the grant may be terminated based on failure to successfully conclude negotiations or provide HUD with the requested information, according to the NOFO for which the Grantee applied.

3. Definitions

The following terms and definitions are in accordance with 2 CFR Part 200 and the HUD Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing, and applicable Notices of Funding Opportunity.

- 3.1. **Allocable Costs** as defined in 2 CFR §200.405, are costs that are assignable to a particular Federal award or cost objective if the goods or services involved are chargeable to that Federal award or cost objective in accordance with relative benefits received. This standard is met if the cost:
- a. is incurred specifically for the Federal award;
 - b. benefits both the Federal award and other work of the Grantee and can be distributed in proportions that may be approximated using reasonable methods; and
 - c. is necessary to the overall operation of the Grantee and is assignable in part to the Federal award in accordance with the principles in 2 CFR Part 200, subpart E – Cost Principles.
- 3.2. All activities that benefit from the Grantee's indirect costs, including unallowable activities and services donated by the Grantee or to the Grantee by third parties, will receive an appropriate allocation of indirect costs.
- 3.3. Any cost allocable to a Federal award or cost objective may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by law or terms and conditions of the Federal awards, or for other reasons.
- 3.4. **Allowable Costs**, as defined in 2 CFR §200.403, are those costs that are:
- a. necessary and reasonable for the performance of the Federal award and are allocable to the Federal Award;
 - b. Conform to any limitations or exclusions set forth herein, in the NOFO, or in the Federal award as to types or amount of cost items;
 - c. consistent with policies and procedures that apply uniformly to both federally-financed and other activities of the Grantee;
 - d. accorded consistent treatment. A cost may not be assigned to a Federal award as a direct cost if any other cost incurred for the same purpose in like circumstances has been allocated to the Federal award as an indirect cost;

- e. determined in accordance with generally accepted accounting principles (GAAP), except, for state and local governments and Indian tribes only, as otherwise provided for in 2 CFR Part 200;
- f. not included as a cost or used to meet cost sharing or matching requirements of any other federally-financed program in either the current or a prior period;
- g. adequately documented. See also §§200.300 through 200.309 of 2 CFR 200; and
- h. incurred during the approved budget period.

3.5. **Approving Official** (Also known as “Coordinator”) is a Secure Systems administrator who manages the organization's “users” in Secure Systems. Responsibilities include assigning Secure Systems LOCCS roles to themselves and users. Approving Officials will use eLOCCS to re-certify their staff every 6 months, therefore Approving Officials will also need to register for an ID in Secure Systems like the coordinator. For more information visit eLOCCS Access Guidelines for Grantees.

3.6. **Assistance Award/Amendment- HUD 1044** The HUD 1044 is used for changes in key personnel, etc., and primary contact/recipient of the quarterly assessment report. To be signed and dated by the authorized representative of the applicant organization.

3.7. **Authorized Representative or Official** (Commonly referred to as the Authorizing Official or AO) is the official at the operational level who has the responsibility for the full measure of the mission and the authority to obligate funds to support the grant from the primary recipient.

- a. A copy of the governing body's authorization permitting this individual to sign the HUD 1044 as the official representative must be on file in the applicant's office. The Authorized Representative should be the same individual who signed the SF-424, Application for Federal Assistance.

3.8. **Bureau of Indian Affairs** is a bureau of the U.S. Department of the Interior that provides services (directly or through contracts, grants, or compacts) to American Indians and Alaska Natives, and is responsible for the administration and management of certain surface acres and subsurface minerals estates held in trust by the U.S. for American Indian, Indian tribes, and Alaska Natives.

3.9. **Certifying Officer** is the “responsible Federal official” as that term is used in section 102 of the National Environmental Policy Act (NEPA) and in statutory provisions cited in 24 CFR §58.1(b), and, as defined at 24 CFR §58.2(a)(2), means the official who is authorized to execute the Request for Release of Funds and Certification and has the legal capacity to carry out the following responsibilities from 24 CFR §58.13. The Certifying Officer is therefore responsible for all the requirements of section 102 of NEPA and the related provisions in 40 CFR parts 1500 through 1508, and 24 CFR part 58, including the related Federal authorities listed in 24 CFR§58.5. The Certifying Officer must also:

- a. Represent the responsible entity and be subject to the jurisdiction of the Federal courts. The Certifying Officer will not be represented by the Department of Justice in court; and
- b. Ensure that the responsible entity reviews and comments on all environmental impact statements prepared for Federal projects that may have an impact on the recipient's program.

3.10. **Contract** as defined in 2 CFR §200.1 is a legal instrument by which a recipient or subrecipient purchases property or services needed to carry out the project or program under a Federal award.

3.11. **Contractor** means an entity that receives a contract as defined in 2 CFR §200.1.

3.12. **Cost Share or Match** as defined by 2 CFR §200.1 is the portion of project costs that are not paid by federal funds. Under 2 CFR §200.306, for all federal awards, any shared costs or matching funds and all contributions, including cash and third-party in-kind contributions, must be accepted as part of the non-Federal entity's cost sharing or matching when such contributions meet all of the following criteria:

- a. Are verifiable from the Grantees records;
- b. Are not included as contributions for any other Federal award;
- c. Are necessary and reasonable for accomplishment of project or program objectives;
- d. Are allowable under 2 CFR 200 Subpart E;
- e. Are not paid by the Federal Government under another Federal award, except where the Federal statute authorizing a program specifically provides that Federal funds made available for such program can be applied to matching or cost sharing requirements of other Federal programs;
- f. Are provided for in the approved budget when required by the Federal awarding agency; and
- g. Conform to other provisions of 2 CFR 200, as applicable.

3.13. **Direct Costs** as defined in 2 CFR §200.413 are those costs that can be identified specifically with a particular final cost objective, such as a Federal award, or other internally or externally funded activity, or that can be directly assigned to such activities relatively easily with a high degree of accuracy. Typical direct costs chargeable to Federal awards are:

- a. Compensation of employees for the time devoted and identified specifically to the performance of those awards;
- b. Cost of materials acquired, consumed, or expended specifically for the awards;
- c. Equipment and other approved capital expenditures; and
- d. Travel expenses incurred specifically to carry out the award.

Any direct cost of a minor amount may be treated as an indirect cost for reasons of practicality where such accounting treatment for that item of cost is consistently applied to all cost objectives. A cost may not be assigned to a Federal award as a direct cost if any other cost incurred for the same purpose in like circumstances has been allocated to the Federal award as an indirect cost. Refer to the Notice of Funding Availability (NOFO) for specific information regarding what constitutes Direct Costs for your program and any applicable programmatic requirements to which you must adhere.

3.14. **Disallowed Costs** means those charges to an award that HUD determines to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions contained in the award.

3.15. **Equipment** means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000. Examples include X-ray fluorescence (XRF)

machines, office equipment and furnishings, modular offices, telephone networks, information technology equipment and systems, air conditioning equipment, reproduction and printing equipment, and motor vehicles.

3.16. **Government Technical Representative (GTR)** means the HUD Official who is responsible for the technical administration of the grant, the evaluation of performance under the grant the acceptance of technical reports or projects, and other such specific responsibilities as may be stipulated in the grant.

3.17. **Grant Award (Federal Award)** means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302, 6304:

- a. Is used to enter into a relationship the principal purpose of which is to transfer anything of value to carry out a public purpose authorized by a law of the United States (see [31 U.S.C. 6101\(3\)](#)); and not to acquire property or services for the [Federal awarding agency](#) or [pass-through entity](#)'s direct benefit or use;
- b. Is distinguished from a [cooperative agreement](#) in that it does not provide for substantial involvement of the [Federal awarding agency](#) in carrying out the activity contemplated by the [Federal award](#).
- c. Does not include an agreement that provides only:
 - a. Direct United States Government cash assistance to an individual;
 - b. A subsidy;
 - c. A [loan](#);
 - d. A [loan](#) guarantee; or
 - e. Insurance.

HUD grant agreements consist of the HUD form 1044 and any special award conditions.

3.18. **Grantee (or Recipient)** means an entity, usually but not limited to non-federal entities that receive a Federal award directly from the Federal awarding agency. The term recipient does not include subrecipients or individuals that are beneficiaries of the award.

3.19. **Grant Officer** means the official authorized by HUD to execute and/or administer this grant.

3.20. **Guidelines** refer to the definitions, standards, and information contained in the latest edition of the "Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing." The Guidelines are incorporated by reference into the grant.

3.21. **HHGMS** is the Healthy Homes Grant Management System. HHGMS is the OLHCHH online data management system that allows the processing of administrative and technical actions, and quarterly reporting among the Grantee, Government Technical Representative, and Grant Officer.

3.22. **HUD** means the U.S. Department of Housing and Urban Development.

3.23. **High Risk Designation** may occur as a result of unsatisfactory performance or when a grantee has not complied with Federal statutes, regulations, including 2 CFR Part 200, or requirements established in the grant award or these provisions, including failure to submit reports on time and in accordance with the requirements herein. The high-risk designation

will stay in place until the corrective actions provided by HUD to the grantee in the High-Risk Designation amendment have been addressed. If the corrective actions are not addressed within the required time frame HUD may pursue sanctions as defined in Section 42 or ultimately suspension and termination as described in Section 45, below.

- 3.24. **Indian Health Service** is an agency within the U.S. Department of Health and Human Services that is responsible for providing federal health services to American Indians and Alaska Natives is the principal federal health care provider and health advocate for Indian people and provides a comprehensive health service delivery system for American Indians and Alaska Natives.
- 3.25. **Indirect Costs** are those that have been incurred for common or joint purposes. These costs benefit more than one cost objective and cannot be readily identified with a particular final cost objective without effort disproportionate to the results achieved. After direct costs have been determined and assigned directly to Federal awards and other activities as appropriate, indirect costs are those remaining to be allocated to benefitted cost objectives. A cost may not be allocated to a Federal award as an indirect cost if any other cost incurred for the same purpose, in like circumstances, has been assigned to a Federal award as a direct cost. Indirect costs are generally charged to Federal awards through the development and application of an indirect cost rate (ICR).
- Requirements for development and submission of indirect (F&A) cost rate proposals and cost allocation plans are contained in Appendices III-VII and Appendix IX of 2 CFR Part 200 as follows:
- a. Appendix III to Part 200 - Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Institutions of Higher Education (IHEs).
 - b. Appendix IV to Part 200 - Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations.
 - c. Appendix V to Part 200 - State/Local Governmentwide Central Service Cost Allocation Plans.
 - d. Appendix VI to Part 200 - Public Assistance Cost Allocation Plans.
 - e. Appendix VII to Part 200 – States and Local Government and Indian Tribe Indirect Cost Proposals.
 - f. Appendix IX to Part 200 - Hospital Cost Principles.
- 3.26. **Line of Credit Control System (LOCCS)** is HUD’s primary grant and subsidy disbursement system that handles disbursement and cash management for most HUD grant programs. Organizations and individuals have access to these grants through an internet version of LOCCS called eLOCCS, where Business Partners with appropriate authorization can access, manage, and drawdown against their HUD grant portfolios. For more information visit eLOCCS Access Guidelines for Grantees.
- 3.27. **Modified Total Direct Cost (MTDC)** means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each sub-award (regardless of the period of performance of the sub-awards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs, and the portion of each sub-award more than \$25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.

- 3.28. **Must (or Shall)** means a mandatory requirement of the Terms and Conditions in association with the form HUD-1044 for the grant.
- 3.29. **NOFO** means the Notice of Funding Opportunity that announced the availability of funding for this award (formerly Notice of Funding Availability, NOFA).
- 3.30. **Non-Federal Entity** means a State, local government, Indian Tribe, Institution of Higher Education (IHE), or Nonprofit Organization that carries out a Federal award as a Recipient or Subrecipient.
- 3.31. **OLHCHH** means the U.S. Department of Housing and Urban Development (HUD), Office of Lead Hazard Control and Healthy Homes.
- 3.32. **Partner or Partnership** is identified as a Subgrantee or Contractor that has an arrangement in which skills, services, or resources are shared in accordance with the partnership agreement to meet the goals of the grant.
- 3.33. **Pass-Through Entity** means a non-Federal entity that provides a sub-award to a subrecipient to carry out part of a Federal program.
- 3.34. **Period of performance (PoP)** means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions, or budget periods.
- 3.35. **Publication** includes:
- a. any document containing information for public consumption; or
 - b. the act of, or any act which may result in, disclosing information to the public.
- 3.36. **Should** means the best practices or recommended approach of the Terms and Conditions in association with the form HUD-1044 for the grant.
- 3.37. **Standard Form-424 (SF-424)** - the application for Federal assistance programs required by discretionary grant programs.
- 3.38. **Sub-award** means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A sub-award may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.
- 3.39. **Subrecipient or Subgrantee** means an entity, usually but not limited to non-Federal entities, that receives a sub-award from a pass-through entity to carry out part of a Federal award, but does not include an individual that is a beneficiary of such award. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.
- 3.40. **Third-party in-kind contributions** means the value of non-cash contributions (i.e., property or services) that:
- a. Benefit a federally-assisted project or program; and

- b. Are contributed by non-Federal third parties, without charge, to a non-Federal entity under a Federal award.

Third-party in-kind contributions may be a source of match funds.

3.41. **Tribally designated housing entity (TDHE)** has the meaning as defined in section 4 of the Native American Housing Assistance and Self-Determination Act of 1996 (25 U.S.C. § 4101 et seq.) (NAHASDA), specifically, at 25 U.S.C. § 4103(22).

3.42. **Tribal Housing** means housing owned by a person who is an “Indian,” as that term is defined by HUD in its definitions for its regulations on loan guarantees for Indian housing (24 CFR 1005.103), namely, any person recognized as being Indian or Alaska Native by an Indian tribe, the Federal Government, or any State, and includes the term “Native American.”

4. Federal Funding Accountability and Transparency Act of 2006 (FFATA)

4.1. The Federal Funding Accountability and Transparency Act (FFATA) of 2006 (Public Law 109-282) requires disclosure of all entities and organizations receiving federal funds through a single publicly accessible website, USASpending.gov. USASpending.gov includes information on each federal financial assistance award and contract over \$30,000, including such information as:

- a. The name of the entity receiving the award
- b. The amount of the award
- c. Information on the award including transaction type, funding agency, etc.
- d. The location of the entity receiving the award
- e. A unique identifier of the entity receiving the award; and
- f. Names and compensation of highly compensated officers (as applicable)

4.2. Recipient Reporting. Recipients are required to report sub-awards on the Federal Sub-award Reporting System (FSRS) Website www.FSRS.gov.

4.3. Prime financial assistance awardees receiving funds directly from HUD are required to report sub-awards and executive compensation information both for the award and sub-awards, where both the initial award is \$30,000 or greater or the cumulative award will be \$30,000 or greater if funding incrementally as directed by HUD in accordance with OMB guidance. The reporting of award and sub-award information is in accordance with the requirements of the FFATA, as amended by section 6202 of Public Law 110-252, and OMB Guidance issued to the Federal agencies on September 14, 2010 (75 FR 55669) and in OMB Policy guidance. The prime awardee will have until the end of the month plus one additional month after a sub-award is obligated to fulfill the reporting requirement. For more information on FFATA Reporting visit FSRS, USASpending.gov, and HUD’s Grants Information webpage.

5. English Language

The English language will be used in the 2021 Terms and Conditions as defined in 2 CFR §200.111:

5.1. All Federal financial assistance announcements and Federal award information must be in the English language. Applications must be submitted in the English language and must be in the terms of U.S. dollars. If the Federal awarding agency receives applications in another currency, the Federal awarding agency will evaluate the application by converting the foreign

currency to United States currency using the date specified for receipt of the application.

- 5.2. Non-Federal entities may translate the Federal award and other documents into another language. In the event of inconsistency between any terms and conditions of the Federal award and any translation into another language, the English language meaning will control. Where a significant portion of the non-Federal entity's employees, who are working on the Federal award, are not fluent in English, the non-Federal entity must provide the Federal award in English and the language(s) with which employees are more familiar.

6. Code of Conduct

- 6.1. Code of Conduct for HUD Grant Programs - All Federal award recipients, except states, and all subrecipients under Federal awards must have a code of conduct (or written standards of conduct) for procurements that meet all requirements in 2 CFR 200.318(c) regarding conflicts of interest. Each applicant selected for an award (other than a state) must ensure an up-to-date copy of the organization's code of conduct, dated and signed by the Executive Director, Chair, or equivalent official, of the governing body of the organization, is available in [HUD's Code of Conduct e-library](#). Applicants can check the [Code of Conduct List at Code of Conduct for HUD Program](#) to confirm if HUD has determined their Code of Conduct complies with 2 CFR §200.318(c)(1). HUD does not collect or review state codes of conduct for compliance with 2 CFR 200.318(c). Instead, each state must follow the same policies and procedures for procurements under Federal awards that the state uses for procurements from its non-Federal funds, as provided in 2 CFR 200.317.
- 6.2. Conflict of Interest (COI) as defined by 2 CFR §200.112, means the non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.
- 6.3. Other Conflicts of Interest - In all cases not governed by 2 CFR 200.317 and 200.318(c), all recipients and subrecipients must comply with the conflict of interest requirements in the applicable program regulations. If there are no program-specific regulations for the award, the following conflict of interest requirements apply in all cases not governed by 2 CFR 200.317 and 200.318(c):
 - a. General prohibition. No person who is an employee, agent, consultant, officer, or elected or appointed official of the recipient or subrecipient and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has immediate family or business ties, during his or her tenure or for one year thereafter. Immediate family ties include (whether by blood, marriage, or adoption) the spouse, parent (including a stepparent), child (including a stepchild), brother, sister (including a stepbrother or stepsister), grandparent, grandchild, and in-laws of a covered person.
 - b. Exceptions. HUD may grant an exception to the general prohibition in paragraph 6.3.a, upon the recipient's written request and satisfaction of the threshold requirements in paragraph 6.3.c, if HUD determines the exception will further the Federal purpose of the award and the effective and efficient administration of the recipient's program or project,

taking into account the cumulative effects of the factors in paragraph 6.3.d.

- c. Threshold requirements for exceptions. HUD will consider an exception only after the recipient has provided the following documentation:
 - (i) A disclosure of the nature of the conflict, accompanied by an assurance that there has been a public disclosure of the conflict and a description of how the public disclosure was made; and
 - (ii) An opinion of the recipient's attorney that the interest for which the exception is sought would not violate State or local law.
- d. Factors to be considered for exceptions. In determining whether to grant a requested exception after the recipient has satisfactorily met the threshold requirements in paragraph 6.3.c, HUD will consider the cumulative effect of the following factors, where applicable:
 - (i) Whether the exception would provide a significant cost-benefit or an essential degree of expertise to the program or project that would otherwise not be available.
 - (ii) Whether an opportunity was provided for open competitive bidding or negotiation.
 - (iii) Whether the person affected is a member of a group or class of low- or moderate-income persons intended to be the beneficiaries of the assisted activity, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;
 - (iv) Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision-making process with respect to the specific assisted activity in question.
 - (v) Whether the interest or benefit was present before the affected person was in a position as described in paragraph 6.3.a.
 - (vi) Whether undue hardship will result either to the recipient or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and
 - (vii) Any other relevant considerations.

Important: Recipients must disclose in writing any potential conflict of interest to HUD.

7. Determining Subrecipient or Contractor Classification

Determining Subrecipient or Contractor Classification as defined by 2 CFR§200.331 means the Non-Federal entity may concurrently receive Federal awards as a recipient, a subrecipient, and a contractor, depending on the substance of its agreements with Federal awarding agencies and pass-through entities. Therefore, a pass-through entity must make case-by-case determinations whether each agreement it makes for the disbursement of Federal program funds casts the party receiving the funds in the role of a subrecipient or a contractor. Please note that a non-federal entity partner to the prime recipient cannot operate as both a contractor and a subrecipient on the same award.

See [OLHCHH's Policy Guidance Number: 2019-02 – Determining Subrecipient or Contractor Classification](#).

8. Procurement Standards

Procurement refers to the process of selecting contracts, establishing price and terms to acquire goods and services. Recipients must follow the procurement standards articulated in 2 CFR 200.

- 8.1. States must follow the same policies and procedures it uses for procurements from its non-Federal funds. States must comply with §§200.321, 200.322, and 200.323 and ensure that every purchase order or other contract includes any clauses required by §200.327.
- 8.2. All other non-Federal entities, including subrecipients of a State, must follow the procurement standards in §§200.318 through 200.327.

Please see [Policy Guidance Number-2017-04](#) for additional guidance.

9. Treating Zero -Bedroom Pre-1978 Units with a Child under Age 6

Due to the statutory expansion of the definition of target housing to include zero-bedroom units if a child under age six resides or is expected to reside in such housing, OLHCHH expanded the scope of target housing units that may be treated under its Lead Hazard Control Grant Programs (Lead-Based Paint Hazard Control (LBPHC) and Lead Hazard Reduction Demonstration (LHRD)) to include 0-bedroom dwellings constructed before 1978 in which there is actual evidence of a resident who is a child under age 6 or a pregnant woman..

See [Policy Guidance Number 2017-03](#).

II PROGRAM REQUIREMENTS

1. Administrative Costs

LBPHC, LHRD, and Other Grants Awarded under section 1011 of the Residential Lead-Based Paint Hazard Reduction Act of 1992 (Title X of the Housing Community Development Act of 1992, Public Law 102-550): Administrative costs may not exceed 10 percent of the federal lead grant award. For grants awarded under section 1011 of the Residential Lead-Based Paint Hazard Reduction Act of 1992, administrative costs are defined as overhead costs and costs of general management, oversight, and coordination. Administrative costs include all allowable and allocable direct administrative costs (costs for the general management, oversight, and coordination of the grant – i.e. program administration and indirect (F&A) cost (defined in 2 CFR §200.414)). During negotiations, the Grantee's Authorized Official and Fiscal Officer must certify administrative costs and complete the Standard Form 425 Part 3 Financial Reporting (Administrative Cost Summary).

Notwithstanding any Administrative Cost limits provided in a statute, regulation, or the applicable NOFO, an indirect cost rate that is no greater than the approved rate negotiated with the applicant's federal cognizant agency shall be used.

See [Policy Guidance Number 2015-01](#).

2. Administrative Requirements

For all grantees, awards will be governed by the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200) and these grant provisions.

3. Advance Payment by Treasury Check or Electronic Funds Transfer

- 3.1. Advance payments by the Treasury electronic funds transfer are authorized under this grant. HUD may provide to the Grantee a one-time cash advance that shall not exceed 10 percent of

the grant amount, and shall be limited to the minimum amount needed for the actual, immediate cash requirements of the Grantee in carrying out the startup activities of this agreement and as agreed to by the Grant Officer.

3.2. In accordance with 2 CFR §200.305, “Federal payment”, to the extent available, the non-Federal entity must disburse funds available from program income (including repayments to a revolving fund), rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting additional cash payments. The non-Federal entity must maintain advance payments of Federal awards in interest-bearing accounts, unless the following apply:

- a. The Non-Federal entity receives less than \$250,000 in Federal awards per year.
- b. The best reasonably available interest-bearing account would not be expected to earn interest over \$500 per year on Federal cash balances.
- c. The depository would require an average or minimum balance so high that it would not be feasible within the expected Federal and non-Federal cash resources.
- d. A foreign government or banking system prohibits or precludes interest-bearing accounts.

3.3. Should the Grantee demonstrate an unwillingness or inability to establish procedures that will minimize the time elapsing between advances and disbursements or fail to provide any required progress report on time, the authorization for advance one-time payment may be revoked. The Grantee may then be required to finance the project with its working capital, and payment to the Grantee may be made by Treasury check or electronic funds transfer, at HUD’s discretion, to reimburse the Grantee for actual cash disbursements.

4. Cost Reimbursement

This is a cost-reimbursement award. Except as described in Section 3, “Advance Payment by Treasury Check or Electronic Funds Transfer,” the Grantee shall be reimbursed for costs incurred in the performance of work in an amount not to exceed the obligated amount shown on the form HUD-1044, Assistance Award/Amendment. In the event the Grantee incurs costs over the prescribed amount, the excess shall be borne entirely by the Grantee. HUD shall reimburse the Grantee for costs incurred in the performance of this award which is determined by the GTR/Grant Officer to be allowable, allocable, and reasonable in accordance with applicable Federal cost principles as permitted by 2 CFR Part 200 Subpart E.

5. Amendments

The Grant may be modified at any time by written amendment. Amendments that reflect the rights and obligations of either party shall be executed by both HUD (through the Grant Officer) and the Grantee. Administrative amendments, such as changes in appropriation data, may be issued unilaterally by the Grant Officer.

See [OLHCHH Policy Guidance 2013-03](#).

6. Amount of Cost Share

6.1. The estimated cost for the performance of this grant is the “Total Instrument Amount.” On the form HUD-1044, Assistance Award/Amendment. The Grantee shall be reimbursed by HUD for 100% of allowable costs incurred in the performance of this grant. HUD shall not

reimburse the Grantee more than the “Total HUD Amount” on the form HUD-1044.

- 6.2. The proposed match contribution to supplement HUD funds is the “Recipient Amount.” The Grantee agrees to bear, without reimbursement by HUD, the “Recipient Amount” of the total costs. The Grantee is not obligated to contribute more than the “Recipient Amount.” However, the Grantee shall be solely responsible for any costs over the estimated cost of the “Total Instrument Amount.” The Grantee shall submit to the GTR as an attachment to the SF-425 (Federal Financial Report), verification of eligible match sources and verifiable documentation (if applicable for the specific quarterly reporting period) for eligible match activities to substantiate the match (recipient amount) reflected on each quarterly SF-425 submission and on the final SF-425. The Grantee shall also include the eligible match on the Part 3 form - Financial Reporting Form (Match Commitment Summary).
- 6.3. For verification of the eligible match source(s) and verification of match for eligible program activities, the Grantee shall submit a letter on letterhead signed by the Authorized Official. The letter shall include the following:
 - a. Name of match source.
 - b. Amount of match.
 - c. Type of match (cash or in-kind).
 - d. Description and purpose of eligible program activities performed because of the receipt of the match.
 - e. Documentation to substantiate the match from the matching organization/entity.
- 6.4. The cash contributions match from the matching organization shall be verified by:
 - a. General ledger entries
 - b. Expenditure reports
 - c. Invoices
 - d. Signed contracts/agreement
 - e. Timesheets
 - f. Activity Report, etc.
- 6.5. The In-Kind (including third part contributions) match from the matching organization shall be verified by:
 - a. Identification of donated equipment, supplies, volunteers’ services, etc.
 - b. Fair Market Determination
 - c. Invoices
 - d. Timesheets and/or Activity Reports
- 6.6. The Grantee must satisfy all statutory matching requirements in the NOFO. If the Grantee's actual matching contribution is less than “Recipient Amount” on the form HUD-1044, the Government reserves the right to negotiate new line items and/or amounts to satisfy the match requirement, or to reduce the Government's share proportionally, or to require the Grantee to reimburse the Government from non-federal funds the amount of eligible match not met. The Grantee shall notify the Government at any time it believes it will not meet its match by the completion of the grant. If the Grantee has a request to reduce match, the Grantee shall provide a justification letter signed by the Authorized Representative, a revised SF-424, a revised form HUD 424 CBW, and a revised budget narrative.

7. Budget

- 7.1. The Grantee shall incur eligible costs in conformance with the final negotiated budget. The Grantee shall not commingle any funds computed under this grant with any other existing or future operating accounts held by the Grantee.
- 7.2. The signed Standard Form 425 Financial Status Report shall be submitted quarterly to the GTR via the HHGMS reporting system by attaching the report to the corresponding quarterly report as specified in Section II.38, Project Management System. A Final Report (along with a final Standard Form 425) is due no later than 120 days after the end of the period of performance. See Section II.10, Closeout, regarding the holdback of 5% of the Federal amount pending the receipt and approval of the Final Report. The Final Report should detail the progress made in achieving the purpose of the grant and adequate documentation of the total funds expended in support of the activities to achieve this purpose (Federal and match amounts).

8. Certifications and Assurances

- 8.1. The certifications and assurances submitted in the Grantee's application are incorporated into this award document. They include, but are not limited to:
 - a. Standard Form 424 (SF-424), Application for Federal Assistance
 - b. Certification and Disclosure Form Regarding Lobbying (SF-LLL)
 - c. Applicant/Recipient Disclosure Update Report (HUD-2880)
 - d. Certification of Consistency with the Consolidated Plan (HUD-2991)

9. Prior Approval Requirements (Changes to Award Agreement)

- 9.1. In accordance with 2 CFR 200.308, as applicable, grantees/recipients and subgrantees must obtain prior approval from HUD whenever any changes are anticipated to include the following:
 - a. Purchase of equipment over \$5,000.
 - b. Any revision of the scope or objectives of the project (e.g., change in the target area(s), intervention methods, institutional review board approval to be obtained, interim or final benchmarks, numbers of environmental reviews to be completed, housing units to be treated, number of people to be trained, etc.) regardless of whether there is an associated budget revision.
 - c. Request to extend the period of performance/availability of funds.
 - d. Any revisions to the budget must be approved by the GTR. Budget revisions that are 10% or more of the total budget as last approved by HUD.
 - e. Changes in the approved cost-sharing or matching provided by the Grantee.
 - f. Changes in key personnel as specified in an application or a grant award.
 - g. Contracting out, sub-granting (if authorized by law), or otherwise obtaining the third party (e.g. vendors) to perform activities that are central to the purposes of the award
 - h. Any international travel that is required to meet the goals and objectives of the grant.
 - i. The transferring of a grant to another entity/organization, requires notifying the GTR for involvement in the transferring process. The Grantee must submit a request and receive written approval from the Grants Officer via a HUD 1044 amendment. Failure to receive written approval may result in sanctions, suspension, or termination of the grant. See

Section II .43 and 46, Sanctions, Suspension, and Termination (For Cause).

See [OLHCHH Policy Guidance 2013-03](#)

10. Closeout

- 10.1. The Grantee shall provide the closeout documentation to the GTR within 120 days after the end of the performance period, consisting of the following elements:
- a. Final Narrative Report
 - b. Final breakdown and justification of budget categories including direct costs, administrative costs, match/cost-share, and indirect cost rate, if applicable.
 - c. Final Part 3 report from the Healthy Homes Grants Management System (HHGMS) on-line quarterly reporting system.
 - d. Final Federal Financial Status Report (SF-425)
 - e. The final invoice for incurred expenses (All budget expenses reported in the SF-425, LOCCS, and placed HHGMS must match before the grant can be closed out); and
 - f. Final quarterly reporting into the Healthy Homes Grants Management System on-line quarterly reporting system (only if additional housing units were completed and cleared during the closeout period).
 - g. Signed statement by the authorizing official that the HHGMS award page reflects all fiscal draws, balances, administrative burden, and benchmark counts that are claimed in the final report submitted, including confirmation if match commitment was met by listing the source and amount.
- 10.2. The grantee can use the online Section 3 Summary Reporting System at <http://www.hud.gov/section3> to ensure that the form HUD-60002 is received by the appropriate HUD office on time.
- 10.3. HUD reserves the right to withhold five percent (5%) of the Federal award amount pending the receipt and approval of a Final Report (with supporting documentation).
- 10.4. HUD will notify the Grantee in writing when the Grant is closed. After the grant is closed the grantee must comply with 2 CFR §200.345 Post-closeout adjustments and continuing responsibilities”. The Grantee has the following areas of continuing responsibility after closeout of award:
- a. Records and materials must be kept in a safe place and be accessible to HUD, auditors, and other government officials for at least 3 years from the date of submission of the final expenditure report. This requirement also extends to all sub-grants/sub-awards and subcontracts the Grantee has executed for over \$10,000.
 - b. Accountability for property continues if the Grantee holds the property, or for the period established by the award document. Disposal of property must be in accordance with 2 CFR §200.310-§200.316. See Section 37, Program income, regarding the use of those funds.
 - c. The grantee must return any funds due to HUD as a result of later refunds, corrections, or other transactions including final indirect cost rate adjustments.
 - d. Comply with 2 CFR Part 200 Subpart F Audit Requirements.
 - e. Notification to the GTR and Grant Officer if at any time during the three years after the period of performance, the Grantee organization is discontinued or changes location. The

GTR and Grant Officer shall be notified immediately of the new address or the address of the party retaining all records.

See [OLHCHH Policy Guidance 2020-06](#)

11. Conduct of Work

- 11.1. During the period of performance of this grant, the GTR shall be responsible for monitoring the technical effort of the Grantee. The Grantee must allow and fully cooperate with both remote monitoring requests and on-site monitoring visits. Failure to comply with a request associated with remote and on-site monitoring within a reasonable timeframe (determined by the GTR or Grant Officer) may result in “High Risk” designation, suspension, or termination of the grant. See Section 45, Suspension, and Termination.
- 11.2. The Grantee or Subgrantee shall not engage in any unethical activities during the grant period of performance. If HUD decides that the Grantee or Subgrantee has engaged in unethical activities, the Grantee or Subgrantee will be subject to “High Risk” designation or suspension until the activities have ceased and assurance acceptable to HUD is given that no further activities will occur. HUD may also take enforcement action under 2 CFR §.200.339.
- 11.3. Mandatory Disclosure Requirements: The Grantee and Subgrantee must promptly disclose in writing to HUD, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make disclosures can result in any of the remedies described in §200.339. Actions taken are subject to Section 45, Suspension, and Termination.

12. Collection of Data

- 12.1. The collection of data from ten or more respondents and sponsored by HUD shall be subject to the Paperwork Reduction Act (44 U.S.C. 3501-3520). If a survey instrument for a collection of data sponsored by HUD is proposed, it will be subject to review and approval by the Office of Management and Budget (OMB). Such review and approval must be obtained before the use of the survey instrument. Also, the approval time may considerably lengthen the time required for the completion of the proposed project. The Grantee should consider requiring the use of a survey or other information collection sponsored by HUD. The collection of data is deemed to be sponsored by HUD only under the following conditions (5 CFR 1320.3):
 - a. The Grantee is conducting the collection of information at the specific request of HUD; or
 - b. The terms and conditions of the grant require specific approval by HUD of the collection of information or collection procedures. Note that if the Grantee decides on its own to collect information and it does not need HUD approval to do so, then HUD is not the “sponsor” of the information collection.
- 12.2. The Grantee shall cooperate fully with any research or evaluation sponsored by HUD or another government agency associated with this grant program, including preservation of project data and records and compiling requested information in formats provided by the researchers, evaluators, or HUD. This also may include the compiling of certain and relevant local demographic, dwelling unit, and participant data not contemplated in the original proposal. Participant data shall be subject to the Privacy Rule of the Health Insurance

Portability and Accountability Act of 1996 (HIPAA). HIPAA and the Privacy Rule can be found at <https://www.hhs.gov/hipaa/index.html>

13. Contact Information Updates

- 13.1. The Grantee must inform the GTR within 30 days of any changes in contact information, including the organization's name, address, telephone number, e-mail, and key personnel or authorized official change.

14. Copyrights

- 14.1. HUD reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for Federal government purposes: (a) the copyright in any work developed under this award, sub-award, or contract awarded under this grant; and (b) any rights of copyright to which a Grantee or subgrantee or a contractor purchases ownership with award funds.
- 14.2. Section 508 of the Rehabilitation Act of 1973 requires all Federal electronic and information technology to be accessible by people with disabilities. All Products of Work that will be posted on HUD's website must meet [HUD's Web Publication Standards and Procedures](#).

15. Direct Costs

- 15.1. Direct Costs as defined in 2 CFR §200.413 and these terms and conditions are those costs that can be identified specifically with a particular final cost objective, such as a Federal award, or other internally or externally funded activity, or that can be directly assigned to such activities relatively easily with a high degree of accuracy.
- 15.2. OLHCHH Policy Guidance, "PGI-2015-01-Clarification of Costs for LHRD and LBPHC Grant Programs" clarifies program costs, administrative costs, direct costs, and indirect costs for Lead-Based Paint Hazard Control (LBPHC) grants and Lead Hazard Reduction Demonstration (LHRD) grants.

16. Disputes

- 16.1. During the performance of the grant, disputes may arise between the Grantee and the GTR, or between the Grantee and the Grant Officer. If a dispute with the GTR arises, the Grantee may solicit the assistance of the Grant Officer in resolving the dispute, and/or may appeal the determination by the GTR to the Grant Officer.
- 16.2. If a dispute with the Grant Officer arises, or if the Grantee has appealed a decision by the GTR to the Grant Officer, the Grant Officer shall prepare a final decision, considering all facts and documentation presented. The decision shall be in writing to the Grantee.
- 16.3. If the Grantee disagrees with the final decision by the Grant Officer, the Grantee may appeal the decision to the Director, Grants Services Division, OLHCHH. If the Grantee wishes to submit a second appeal, the Grantee may appeal to the Deputy Director, OLHCHH. If the Grantee wishes to submit a third appeal, the Grantee may appeal to the Director, OLHCHH for a final decision.

17. Estimated Cost and Payment – Line of Credit Control System (LOCCS)

- 17.1. The Grantee shall be reimbursed for allowable costs incurred in the performance of work under this grant in an amount not-to-exceed “Total HUD Amount” on the form HUD-1044.
- 17.2. Incurred costs shall be reimbursed through eLOCCS. eLOCCS is accessed through the HUD internet portal called Secure Systems. To gain access to eLOCCS, Grantees must obtain a Secure System's User ID and password. The Secure System's User ID will be used to complete the HUD-27054E form that will be submitted to their Program Office.
- 17.3. All information needed to obtain a Secure System User ID and complete the eLOCCS registration process can be found at [eLOCCS Access Guidelines for Grantees](#).
- 17.4. It is imperative that Grantees thoroughly review the eLOCCS Access Guidelines for Grantees.
- 17.5. Under IT Security guidelines, specifically the National Institute of Standards and Technology SP 800-53, users shall not share Secure Systems User IDs and Passwords. If User IDs are found to be shared, access will be terminated.
- 17.6. The Grantees (all new or reinstated user who need to access eLOCCS) will need to complete the LOCCS HUD-27054E form, have it notarized, and send the original HUD-27054E LOCCS Access Authorization Form (with the original signature and notary seal) via U.S. Mail or Express Mail (preferred method) to the OLHCHH (Grant Officer) for review.
- 17.7. The Grant Officer must review the form and validate that the Grantee is the correct official accessing the grant, and program area requests are accurate. The Grant Officer signs and dates the HUD-27054E LOCCS Access Authorization Form acknowledging the review and authorization. The Program Office must then send the original LOCCS Access Authorization Form (with the original signature and notary seal) via U.S. Mail to the OCFO's Security office. Before receiving funds from HUD, the Grantee must designate a financial institution for HUD to make direct deposit payments through the ACH system. The Grantee must fill out the [SF-1199a](#) along with a voided check or statement from their Financial Institution (on letterhead) and submit the form to the Grant Officer.
- 17.8. If the Grantee, during the performance of this grant, elects to designate a different financial institution for the receipt of any payments, notification of such change and the related information must be received by the Grant Officer at least 30 days before the date such change is to become effective.
- 17.9. The Grantee shall submit to the GTR the original documents (voucher) related to reimbursements requested for work performed. The voucher shall be supported by a detailed breakdown of the cost(s) claimed. Grantees are to use the Part 3 – Financial Reporting Form in accordance with OLHCHH Policy Guidance PGI 2015-02, “Line of Credit Control System (eLOCCS) Reimbursement Procedures”. Note: Should you have any questions, please contact your Grant Officer.
- 17.10. Funds advanced to the Grantee shall be maintained in an interest-bearing account. Any interest over \$500.00 earned by the Grantee as a result of the advanced funds shall be promptly returned to HUD by check. All remittances shall be accomplished as follows:

- a. The check should be made out to the U.S. Department of Housing and Urban Development with the grant number on the check stub.

Express Mail to: Department of Housing and Urban Development
451 7th Street SW, Room 8236
Washington, DC 20410-3000
Attn: Jeffrey Simpkins

The Grantee may retain up to \$500.00 of interest earned per Grantee's fiscal year for administrative expenses (2 CFR §200.305(b)(9)).

- 17.11. State universities and hospitals shall comply with the Cash Management Improvement Act (CMIA, <http://www.fms.treas.gov/cmia/> as it pertains to interest).

18. Equipment

- 18.1. The following equipment is allowable, in accordance with the OLHCHH NOFO for the applicable grant program, to be acquired for the performance of this grant:

- a. XRF Instruments; X-Ray Fluorescence (XRF) instruments purchased with Federal funds for use in the OLHCHH Grant programs will remain the property of the Grantee under the conditions cited in 2 CFR §200.313, as applicable.
- b. Leased Vehicles; Leasing Motor Vehicles; must be used by the Grantee in the program or project for which it was acquired for as long as needed and must not encumber the property without prior approval of the OLHCHH in accordance with 2 CFR §200.313(c).

19. Flow Down Provisions

- 19.1. If the Grantee sub-awards funds under this agreement with an entity to perform work under this award, the Grantee shall include in the sub-award agreement these Terms and Conditions and any other provisions as may be necessary to ensure that the subgrantees or subrecipients comply with the requirements of the grant.
- 19.2. In accordance with 2 CFR §200.329, "Monitoring and Reporting Program Performance" Grantees are responsible for oversight of the operations of the Federal award supported activities. Grantees must monitor its activities under Federal awards to assure compliance with applicable Federal requirements and performance expectations are being achieved. Monitoring by the Grantee must cover each program, function, or activity. See also 2 CFR §200.332 – "Requirements for Pass-Through Entities".

20. Grantee Lead Certification Program Requirement

The Grantee and Subgrantee agree that any funds under this grant used for lead-based paint hazard evaluation or control activities shall be conducted by firms and persons qualified for the activities according to 24 CFR Part 35, subpart R (possessing, as applicable, certification valid for the State or Tribal area in which the activity is conducted as abatement contractors, risk assessors, inspectors, abatement workers, or sampling technicians), and that laboratories used for the analysis of samples for lead in paint, soil or dust shall be recognized by the U.S. Environmental Protection Agency for the analysis of those samples under EPA's National Lead Laboratory Accreditation Program.

21. Single Audit Reporting Requirements

Under 2 CFR Part 200, Subpart F – Audit Requirements, a Single or Program Specific Audit must be conducted each fiscal year for non-federal entities that expend more than \$750,000 in federal awards and submitted to the Federal Clearing House System as a requirement under the Single Audit Act of 1984 (amended in 1996). Grants may be placed on “High Risk” designation, suspended, or terminated for failing to submit the Single Audit Report. See section II.45, Suspension and Termination. The website for the Single Audit Report submission is <https://harvester.census.gov/facweb/>

22. HUD’s Right to Audit and Disallow Cost and Recover Funds

- 22.1. The Government reserves the right to recover and recapture any funds that were not expended in accordance with the terms and conditions of this agreement based upon HUD review, the final audit, a monitoring site visit, or any other special audits or reviews undertaken. HUD has the right to order a special audit, even if the Grantee’s auditor or a cognizant agency has already conducted one.
- 22.2. Access to Records of Grantees and Subgrantees – HUD, Inspectors General, the Comptroller General of the United States, and the pass-through entity, or any of their authorized representatives, shall have the right to access any books, documents, papers, or other records of Grantees and Subgrantees that are pertinent to the grant, to conduct audits, monitoring visits, and examinations.
- 22.3. Later Disallowances and Adjustments - the closeout of a grant does not affect:
 - a. HUD’s right to disallow costs and recover funds based on a later audit or another review (2 CFR §200.345).
 - b. The Grantee’s obligation to return any funds due as a result of later refunds, corrections, or other transactions including final indirect cost rate adjustment (2 CFR §200.345).
 - c. Record Retention and Access requirements in 2 CFR Part 200, Subpart D – Post Federal Award Requirements, §200.334-§200.337.
 - d. Property management and disposition requirements in 2 CFR §200.310 – §200.316; and
 - e. Audit requirements in CFR Part 200, Subpart F – Audit Requirements.
 - f. The ability of HUD to make financial adjustments to a previously closed award such as resolving indirect cost payments and making final payments.

23. Incurrence of Costs

The Grantee can incur costs for activities beginning on the period of performance start date on the form HUD-1044. Any costs incurred before the date are not allowable costs unless specifically authorized in writing by the Grant Officer with the concurrence of the GTR.

24. Indirect (F&A) Cost Rate

- 24.1. The Grantee may recover indirect costs in one of following manners:
 - a. To recover indirect costs related to Federal awards, organizations must negotiate an ICR with the cognizant federal agency for indirect costs and present the negotiated and active ICR agreement to HUD.
 - b. A recipient other than other than a State, Local, and Tribal governments may elect to utilize a 10% de minimis indirect cost rate of modified total direct costs (MTDC). This

rate may be used indefinitely until they choose to negotiate for a rate. No documentation is required to justify the 10% de minimis rate. If they have a Federally negotiated ICR, they must utilize that rate.

- c. State, Local, and Tribal governments may elect to utilize a 10% de minimis indirect cost rate of modified total direct costs (MTDC) only if they receive less than \$35 million in direct federal funding per year and they do not have a current negotiated rate (including provisional rate). No documentation is required to justify the 10% de minimis rate. If they receive less than \$35 million in direct Federal funding per year and they have developed and maintain an indirect cost rate proposal, they may use that indirect cost rate. If they receive over \$35 million in direct Federal funding per year they must obtain a negotiated indirect cost rate in order to recover indirect costs.

24.2. If the Grantee elects to use the 10% de minimus rate, this methodology must be used consistently for all Federal awards until the Grantee entity chooses to negotiate for a rate, which the Grantee may apply to do at any time. As described in 2 CFR §200.403, costs must be consistently charged as either indirect or direct costs but may not be double charged or inconsistently charged as both.

24.3. In Category 10, the Indirect Costs, on the HUD-424-CBW, the Grantee shall enter the federally negotiated indirect cost rate or the de minimis rate of 10%. The Grantee must then apply the appropriate indirect cost rate and base (MTDC) to calculate the total estimated indirect cost for the grant. Therefore, in Category 10: Rate x Base = Estimated Cost.

25. Inspection and Acceptance

Inspection, review, correction, and acceptance of all deliverables under this award shall be the responsibility of the GTR.

26. Key Personnel

26.1. Personnel specified as key personnel in the original grant application (HUD Form 96012) are essential to the work being performed hereunder. The Program Manager must commit at least 75% of their time to grant awards. Before diverting any of the specified individuals to other work, to include reductions in the allocation of time spent on the grant by any of the key personnel, the Grantee shall notify the Grant Officer and GTR reasonably in advance, in writing, and shall submit justification (including proposed substitutions with the qualifications and experience of the substitute personnel) in sufficient detail to permit evaluation of the impact on the work effort and quality.

26.2. At a minimum, HUD requires a current resume detailing the individual's experience as it relates to the position being sought. All changes to key personnel (except upon the death of such personnel) must be approved by the GTR in advance and may be denied in writing. No diversion shall be made by the Grantee without the prior written consent of the Grant Officer. Minimum Training and Qualification Expected for Program Manager include lead inspector risk assessor training and certification; if certification is required in the state to review or design scopes of work.

26.3. If the Program Manager will oversee or complete onsite unit monitoring, lead-safe work practices class is also expected to be completed by any candidate before being placed in the Program Manager position. A Program Manager candidate may be approved conditionally based on the training and certification taking place timely after the hiring of the candidate

with the expectation that they work with a mentor that is assuming full accountability for review and approval of unit documents until the GTR is satisfied that the candidate is ready to assume the responsibility independently.

27. Liability Insurance

27.1. Costs of insurance required or approved and maintained, under the Federal award, are allowable. Costs of other insurance in connection with the general conduct of activities are allowable subject to limitations. See 2 CFR §200.447.

27.2. Medical liability (malpractice) insurance as defined by 2 CFR §200.447, “Insurance and indemnification,” is an allowable cost of Federal research programs only to the extent that the Federal research programs involve human subjects or training of participants in research techniques. Medical liability insurance costs must be treated as a direct cost and must be assigned to individual projects based on how the insurer allocates the risk to the population covered by the insurance.

28. Limitation on Consultant Payments

28.1. Consultants may not be paid or provided reimbursement for payment, whether retained by the federal government or the Grantee, at a rate more than the equivalent of General Schedule 15, Step 10 base pay rate for the current federal pay year in which the consultant performs services under the grant.

- a. Daily Pay Limitation: Consultants may not be paid for any 1 day an aggregate amount of pay that exceeds the daily rate for GS-15, step 10. A daily rate is computed by dividing the annual GS-15, step 10, base rate by 2,087 hours to find the hourly rate of pay and by multiplying the hourly rate by 8 hours.
- b. Biweekly Pay Limitation: Consultants may not be paid for any biweekly pay period an aggregate amount of pay that exceeds the daily rate for GS-15, step 10. The biweekly rate is computed by dividing the annual GS-15, step 10, base rate by 2,087 hours to find the hourly rate of pay and by multiplying the hourly rate by 80 hours.

28.2. Consultants retained for technical assistance on the grant must provide documentation that they are providing services eligible, unique, and reasonable to the grant program and that is nonduplicative to what the GTR is already providing to the grantee directly.

29. Limitation Payments to Influence Certain Federal Transactions

31 U.S.C. §1352 provides, in part, that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay 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 any of the following covered Federal actions: 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.

30. Lobbying Activities Prohibition

The Grantee is subject to the provisions of section 319 of the Department of Interior and Related Agencies Appropriation Act for Fiscal Year 1991, 31 U.S.C. 1352 (the Byrd Amendment), implemented in HUD regulations at 24 CFR Part 87, and to the provisions of the Lobbying Disclosure Act of 1995, P.L. 104-65 (December 19, 1995).

31. Grant Deliverables

- 31.1. The Grantee shall complete and submit a final negotiated work plan, benchmarks (with Benchmark Standards-Form HUD 96008), and the Grantee's policy and procedures within 60 days after the effective date of the grant. These are subject to review and approval by HUD for incorporation as part of the grant. These revisions shall update the general plan submitted in the Grantee's proposal and include any negotiated changes of the work plan or budget if applicable. The plan shall be developed according to the instructions and benchmark standards that will be provided by the Government Technical Representative (GTR) for the grant program as applicable.
- 31.2. The work plan consists of the goals and time-phased objectives and deliverables for each of the major tasks to be undertaken by the program. Benchmark standards (milestones) have been developed to assist the Grantee plan and implement its program in a timely and cost-effective manner. A revised budget, in accordance with the final negotiation, shall be submitted (if necessary). The policy and procedures shall also include a detailed narrative description of how assistance and funding will flow from the Grantee to the actual performers of the hazard reduction work; the selection process for subrecipients and vendors; the selection process for the particular properties to be abated, the lead hazard control activities to be undertaken, and the screening, health, and other measures to be taken to protect children and other occupants. Where the tasks are interdependent, the work plan and policy and procedures shall indicate how each interdependent task will provide needed inputs to the others. (See, also, Section II.38, Project Management System).

32. Order of Precedence

- 32.1. In the event of any inconsistency among any provisions of this grant, the following order of precedence shall apply:
 - a. Constitution of the United States
 - b. Federal Statutes
 - c. Federal Regulation (including 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards)
 - d. Executive Orders
 - e. The applicable NOFO
 - f. Grant Agreement (form HUD-1044), including Terms and Conditions
 - g. Special Conditions
 - h. Management and Work Plan
 - i. Grantee's Proposal (if incorporated, except for the Management and Work Plan see above)

33. Patent Rights (Small Business Firms and Nonprofit Organizations)

Patent rights are as specified in 37 CFR Part 401, entitled “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements.” Inquiries regarding this Patent Rights clause should be directed to the Government Technical Representative identified on the form HUD-1044 via email.

34. Period of Performance (POP) Extensions, Incurring Costs and Obligating Federal Funds

34.1. The Grantee shall complete all benchmark goals and objectives stipulated in this award agreement during the period of performance specified on the form HUD-1044, “Assistance Award/Amendment and Continuation Sheet. Grantees are to comply with the requirement of 2 CFR 200, Subpart E (Cost Principles) in charging costs to the grant. All obligations incurred under the award must be liquidated not later than 120 days after the end of the period of performance. The preparation of the final administrative and financial reports is to be completed within 120-days after the end of the period of performance.

34.2. The Grantee shall not incur costs or obligate funds for any purpose pertaining to the operation of the project, program, or activities beyond the period of performance end date stipulated in the award. The only costs which are authorized for a period of up to 120 days following the period of performance date are those strictly associated with closeout activities. Closeout activities are normally limited to the preparation of final progress, financial, and required project audit reports unless otherwise approved in writing by the Grant Officer.

34.3. An extension of the award period can be authorized only by the Grant Officer in writing. Neither verbal assurances, nor written assurances, of funding from other than the Grant Officer shall constitute authority to obligate funds for programmatic activities beyond the period of performance.

34.4. The OLHCHH has no obligation to provide any additional funding. Any amendment of the award to increase funding or extend the period of performance is at the sole discretion of the OLHCHH.

35. Pre-Award Costs

Before the effective date of the Grant, a Grantee may, at its own risk, incur pre-award costs with the prior written approval of the Grant Officer with the concurrence of the GTR. Pre-award costs are those incurred before the effective date of the award directly according to the negotiation and in anticipation of the award where such costs are necessary to comply with the proposed delivery schedule or period of performance. Such costs are allowable only to the extent that they would have been allowable if incurred after the date of the award and only with the written approval of the awarding agency.

36. Profit

No increment above cost shall be paid to the Grantee or any subgrantee or subrecipient under this award. Profit is unallowable.

37. Program Income

Any program income derived as a result of this award, including royalties, whether obtained during or after the period of performance, shall be added to funds committed under the Grantee's award to further activities eligible for assistance under this award under 2 CFR Part 200 as applicable, including 2 CFR §200.307. The program income must be used for the purposes and under the conditions of this award. If not contained in the Work Plan or under Special Conditions itemized in these provisions, before using program income to further the objectives of the grant program, the parties shall mutually agree by written amendment on the use of program income.

38. Project Management

38.1. Deliverables - The Grantee shall include a schedule listing all significant project benchmark milestones, and dates for submission of all project deliverables including quarterly project reports, interim reports where appropriate, the final report, and financial reports utilizing form HUD-425. Upon approval of the work plan, the Grantee shall ensure all deliverables identified in the Work Plan and Benchmark schedule are delivered on time.

38.2. Quarterly Progress Reports - Quarterly reports will be due no later than January 30th, April 30th, July 30th, and October 30th, for the preceding quarter following the initiation of the grant through project close-out and should be submitted as soon as possible after the end of the quarter. If a due date falls on a federal weekend or holiday, or an otherwise-closed HUD workday in Washington, DC, it shall be extended to the next Federal workday in Washington, DC, without affecting subsequent due dates. Quarterly reports must reflect activities undertaken, obstacles encountered, solutions achieved, and accomplishments in each calendar quarter. Also, a separate document illustrating the match contribution for each quarter is required (See Section 6, Amount of Cost Share). Contracts, training materials, protocols, rosters of persons trained, outreach and educational materials prepared, and other significant products developed to implement, analyze or control the project or disseminate information shall be submitted with the quarterly reports as attachments.

38.1. Federal Financial Report (FFR) Standard Form 425 - Grantee shall submit an FFR for each grant quarterly. FFRs are due 30 days after the quarter ends. A final FFR shall be required after the award agreement and shall use the end date of the project or grant period as the reporting end date. Final reports shall be submitted no later than 120 days after the project or grant period end date. Extensions of reporting due dates may be approved by the GTR upon request of the recipient.

The Grantee shall use the Healthy Homes Grant Management System (HHGMS), or a replacement system selected by the OLVCHH, after notifying the Grantee. The reporting system requires the submission of a work plan with specific, time-phased, and realistic goals, objectives, and benchmark milestones established. Quarterly status reports that show progress and measure performance of the program in meeting approved work plan goals, objectives, and benchmark milestones shall be submitted. The reporting system utilizes quantifiable data and a narrative description of progress.

The Grantee is advised that failure to submit timely quarterly progress reports will result in not having its "eLOCCS Request Voucher for Grant Payment" processed and/or approved for payment until the quarterly progress report is submitted to HUD.

38.2. Annual Reports - [Race and Ethnic Data Reporting Form HUD-27061](#). The Race and Ethnic Data Reporting Form must be submitted annually by January 10.

38.3. Final Report - The Final Report shall summarize the applicant's plans, execution of the plans, achievements noted, and lessons learned. The report need not be lengthy but should be of a quality and detail to provide a freestanding description to any outside reader of all the applicant's work and achievements under the grant and compare the grantee proposal of achievements with actual results. Specific and detailed guidance on preparing the forms and the narratives may be obtained from the GTR identified on Form HUD-1044. See section II.10, "Closeout" and "[Policy Guidance](#) Number 2020-06 - Closeout Procedures for OLHCHH Grantees."

39. Publications and News Releases

39.1. The results of work conducted under the award may be made available to the public through dedication, assignment by HUD, or other means, as HUD shall determine. All interim and final reports and any other specified deliverables shall be owned by the government and held for the benefit of the public which shall include the Grantee and the Grantee's subrecipients.

39.2. Interim and final reports may not be published by the recipient or any subrecipients participating in the work for sixty days (60) after acceptance of the deliverables by the GTR.

39.3. All deliverables, or any part thereof, and any independent products and special products arising from this award, when published by the recipient or other participants in the work shall contain the following acknowledgment and disclaimer:

"The work that provided the basis for this publication was supported by funding under an award with the U.S. Department of Housing and Urban Development. The substance and findings of the work are dedicated to the public. The author and publisher are solely responsible for the accuracy of the statements and interpretations contained in this publication. Such interpretations do not necessarily reflect the views of the Government."

39.4. Copies of all press releases, formal announcements, and other planned, written issuances containing news or information concerning work products or activities of this award that may be made by the recipient or its staff, or any subrecipient or other person or organization participating in the work of the award, shall, whenever possible, be provided to the GTR for review and comment at least two weeks before the planned release but in no event, later than coincidental with the release.

40. Release of Funds and Environmental Certification

40.1. Award of an FY2021 OLHCHH grant does not constitute approval of specific sites where activities that are subject to environmental review may be carried out. Recipients conducting eligible construction, rehabilitation, repair, weatherization, or related hazard remediation work must comply with 24 CFR Part 58, "Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities." Recipients that are States, units of general local government, or Native American Tribes must carry out environmental review responsibilities as responsible entities, defined under Part 58. For the Healthy Homes Production grant program, recipients that are not-for-profit firms, educational or for-profit institutions must contact and partner with the responsible entity, usually the unit of general local government or Native American Tribe of the target area(s), to assume the environmental

review responsibilities. Should the responsible entity object to performing the environmental review, or the non-governmental recipient is unable to identify a responsible entity with whom they can partner to perform the environmental review, HUD may designate another responsible entity to perform the review or may perform the environmental review itself under the provision of 24 CFR Part 50. For Lead Hazard Reduction grant program recipients that are not States, units of general local government, or Native American Tribes, HUD will perform the environmental review. For all grants under the NOFO, recipients and other participants in the project are prohibited from undertaking, or committing or expending HUD or non-HUD funds (including match funds) on, a project or activities under the NOFO (other than activities listed in 24 CFR §§58.34, 58.35(b) or 58.22(f)) until the responsible entity completes an environmental review and the applicant submits and HUD approves a Request for the Release of Funds and the responsible entity's environmental certification (both on Form HUD-7015.15) or, in instances where HUD performs the environmental review under Part 50, HUD has completed the review and notified the grantee of its approval. The results of the environmental review may require that proposed activities be modified, or proposed sites rejected.

- 40.2. HUD will not make additional payments from the amount awarded to a Grantee for lead hazard and healthy homes evaluation or control until the Grantee's contractors and workers are qualified for the activities according to 24 CFR Part 35 (possessing certification as abatement contractors, risk assessors, inspectors, abatement workers, or sampling technicians, or others having been trained in a HUD-approved course in lead-safe work practices). Any additional funds requested by the Grantee shall be requested in accordance with Section II.17, "Estimated Cost and Payment - Line of Credit Control System (LOCCS)."

41. Review of Deliverables

- 41.1. Deliverables include, but are not limited to:

- a. All interim and final reports;
- b. Survey instruments required by the Management and Work Plan, if applicable;
- c. Other physical materials and products produced directly under the Management and Work Plan of this grant, if applicable;
- d. Match, in-kind and leverage commitments, if applicable.

- 41.2. The GTR shall be responsible for HUD review, receipt of corrections from the Grantee, and acceptance of the operational deliverables, above, of this grant. Such review(s) shall be carried out promptly by the GTR, so as not to impede the work of the Grantee. Acceptance of the deliverable(s) shall be issued in writing by the GTR, with comments and/or required corrections, within thirty (30) days of the date of the GTR's receipt of such product from the Grantee. The Grantee shall carry out the required corrections if any, provided by the GTR and shall promptly return a revised copy of the product to the GTR. The basis for acceptance shall be the Grantee's good faith efforts to complete the deliverables of this grant. The GTR's review, correction, and acceptance of narrative deliverables shall be limited to:

- a. corrections of omissions or errors of fact, methodology, or analysis;
- b. deletion of irrelevant materials; and
- c. improvements in style readability.

42. Sanctions

Failure to comply with the Federal statutes; regulations, including 2 CFR Part 200; or the requirements established in the award and these provisions, including failure to submit reports on time and in accordance with the requirements contained in these provisions, may result in the GTR/Grant Officer taking action to limit access to program funds. Actions by the GTR/Grant Officer may include, but are not limited to: requiring that reports and financial statements be submitted to the GTR/Grant Officer for approval before drawing down any funds; suspending the ability to incur costs or draw funds; and/or suspending or terminating the Grant for non-performance as defined in Section 45, Suspension and Termination. HUD may take enforcement action under 2 CFR §200.339, as applicable.

43. Scope of Work

The Grantee shall furnish the necessary personnel, materials, services, equipment, facilities (except as otherwise specified herein) and otherwise do all things necessary for or incidental to the performance of the work outlined in the Grantee's original/revised application under this NOFO as well as the subsequent Statement of Work / Management and Work Plan and Benchmark schedule.

44. Special Conditions

Special Conditions to this award are listed on the form HUD-1044 Continuation Sheets.

45. Suspension and Termination

45.1. The Grant Officer may, on reasonable notice to the Grantee and/or Subgrantee, temporarily suspend the award and withhold further payments pending corrective action by the Grantee and/or Subgrantee. The award may be terminated in whole or in part before the end of the performance period when the Grantee and/or Subgrantee has failed to comply with the terms, conditions, standards, or provisions of this award, or if an award no longer effectuates the program goals or agency priorities. The award may be terminated for convenience when both parties agree that the continuation of the award would not produce beneficial results. Action will be taken in accordance with 2 CFR §200.339 – §200.343.

45.2. Effects of Suspension and Termination - Costs of Grantee or Subgrantee resulting from obligations incurred by the Grantee or Subgrantee during a suspension or after the termination of an award are not allowable unless HUD expressly authorizes them in the notice of suspension or termination. Other Grantee or Subgrantee costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:

- a. The costs result from financial obligations which were properly incurred by the Grantee or Subgrantee before the effective date of suspension or termination, are not in anticipation of it; and
- b. The costs would be allowable if the award was not suspended or expired normally at the end of the period of performance in which the termination takes effect.

45.3. Relationship to debarment and suspension: The enforcement remedies identified in this section, including suspension and termination, do not preclude the Grantee or Subgrantee from being subject to "Debarment and Suspension" under Executive Orders 12549 and 12689, 2 CFR Part 180 as outlined in CFR §200.339.

APPENDIX 1 - LIST OF ACTIONS DUE

Action	Due Date (Deliverables maybe provided earlier) ¹
Work plan, written policies and procedures, benchmarks, and revised budget with a breakdown of the match	60 days after the effective date of grant
Request for Release of Funds and Certification	60 days after the effective date
Institutional Review Board approval (if applicable)/Approval of Request for Release of Funds and Certification	120 days after the effective date
Grant work/deliverables	As per benchmarks following Institutional Review Board approval/Approval of Request for Release of Funds and Certification
Quarterly Progress Reports with a separate attached document illustrating match status and a current SF-425	30 days after the quarter ends, i.e.: January 30, April 30, July 30, October 30
FFATA sub-award Reporting System	By the end of the month following the month in which the Grantee awards a sub-award greater than or equal to \$30,000
Economic Opportunities for Low- and Very Low-Income Persons (Section 3)	Within 30 days of the end of the grantee fiscal year-end
Race and Ethnic Data Reporting	January 10 annually
Annual Single Audit	Annually base on the Grantee's fiscal year
Deliverables	In accordance with the benchmark schedule
The 90-day letter confirms all elements outlined in the grant have been met	Due before the end of the period of performance. This will be sent to you by the Grant Officer 90 days prior to the period of performance end date.
Final Reports (programmatic and final SF 425)	120 days after the end of the period of performance



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Peggy Sealy, Chief of Police

cc:

Date: Tuesday, November 2, 2021

Re: Authorize the acceptance of the FY21 Edward Byrne Memorial Justice Assistance Grant (JAG) Program Award from the US Department of Justice in the amount of \$20,312.
File Number: 2021-1279
Minute Book #

Summary

2021 Department of Justice Byrne Grant Award

Recommendation Statement

I recommend acceptance of the FY21 Edward Byrne Memorial Justice Assistance Grant (JAG) Program Award from the US Department of Justice in the amount of \$20,312.

Please place this on the November 2, 2021 City Council meeting for consideration.

▼ Award Letter

October 12, 2021

Dear Toby Barker,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by HATTIESBURG, CITY OF for an award under the funding opportunity entitled 2021 BJA FY 21 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation. The approved award amount is \$20,312.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

Congratulations, and we look forward to working with you.

Maureen Henneberg
Deputy Assistant Attorney General

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance to give assurances that they will comply with those laws. Taken together, these civil rights laws prohibit recipients of federal financial assistance from DOJ from discriminating in services and employment because of race, color, national origin, religion, disability, sex, and, for grants authorized under the Violence Against Women Act, sexual orientation and gender identity.

Recipients are also prohibited from discriminating in services because of age. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>.

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a nondiscriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOPs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEOP requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5).

The OCR is available to help you and your organization meet the civil rights requirements that are associated with DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to contact the OCR at askOCR@ojp.usdoj.gov.

Memorandum Regarding NEPA

NEPA Letter Type

OJP - Ongoing NEPA Compliance Incorporated into Further Developmental Stages

NEPA Letter

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of the specified

activities, the grantee must first determine if any of the specified activities will be funded by the grant.

The specified activities requiring environmental analysis are:

- a. New construction;
- b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see <https://www.bja.gov/Funding/nepa.html>.

Please be sure to carefully review the grant conditions on your award document, as it may contain more specific information about environmental compliance.

NEPA Coordinator

First Name

Middle Name

Last Name

Orbin

—

Terry

▼ Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.



Recipient Information

Recipient Name

HATTIESBURG CITY OF

DUNS Number

079448130

Street 1

200 FORREST ST

Street 2

City

HATTIESBURG

State/U.S. Territory

Mississippi

Zip/Postal Code

39401

Country

United States

County/Parish

Province



Award Details

Federal Award Date

10/12/21

Award Type

Initial

Award Number

15PBJA-21-GG-01621-JAGX

Supplement Number

00

Federal Award Amount

\$20,312.00

Funding Instrument Type

Grant

Assistance Listing Number Assistance Listings Program Title

16.738

Statutory Authority

Title I of Pub. L. No. 90-351 (generally codified at 34 U.S.C. 10151-10726), including subpart 1 of part E (codified at 34 U.S.C. 10151-10158); see also 28 U.S.C. 530C(a).



I have read and understand the information presented in this section of the Federal Award Instrument.

▼ Project Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Solicitation Title

2021 BJA FY 21 Edward Byrne Memorial
Justice Assistance Grant (JAG) Program
- Local Solicitation

Awarding Agency

OJP
Program Office
BJA

Application Number

GRANT13429635

Grant Manager Name Phone Number

Linda Hill

[202-353-9196](tel:202-353-9196)

E-mail Address

Linda.Hill5@usdoj.gov

Project Title

City of Hattiesburg & Forrest County Byrne JAG ProgramFY 2021

Performance Period Start Date

10/01/2020

Performance Period End Date

09/30/2022

Budget Period Start Date

10/01/2020

Budget Period End Date

09/30/2022

Project Description

The Edward Byrne Memorial Justice Assistance Grant (JAG) Program allows states and units of local government, including tribes, to support a broad range of activities to prevent and control crime based on their own state and local needs and conditions. Grant funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice, including for any one or more of the following program areas: 1) law enforcement programs; 2) prosecution and court programs; 3) prevention and education programs; 4) corrections and community corrections programs; 5) drug treatment and enforcement programs; 6) planning, evaluation, and technology improvement programs; and 7) crime victim and witness programs (other than compensation) and 8) mental health programs and related law enforcement and corrections programs, including behavioral programs and crisis intervention teams.

This JAG award will be used to support criminal justice initiatives that fall under one or more of the allowable program areas above. Funded programs or initiatives may include multijurisdictional drug and gang task forces, crime prevention and domestic violence programs, courts, corrections, treatment, justice information sharing initiatives, or other programs aimed at reducing crime and/or enhancing public/officer safety.



I have read and understand the information presented in this section of the Federal Award Instrument.

✓ Financial Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.



I have read and understand the information presented in this section of the Federal Award Instrument.

✓ Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.



Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2021 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2021 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2021 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.



Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -

- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

3

Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2019, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after January 1, 2019, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

4

Safe policing and law enforcement subrecipients

If this award is a discretionary award, the recipient agrees that it will not make any subawards to State, local, college, or university law enforcement agencies unless such agencies have been certified by an approved independent credentialing body or have started the certification process. To become certified, law enforcement agencies must meet two mandatory conditions: (1) the agency's use of force policies adhere to all applicable federal, state, and local laws; and (2) the agency's use of force policies prohibit chokeholds except in situations where use of deadly force is allowed by law. For detailed information on this certification requirement, see <https://cops.usdoj.gov/SafePolicingEO>.

5

Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

6

Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

7

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R.

Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.



Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.



Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."



Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

11

Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

12

Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

13

Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

14

Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before

certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

15

Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

16

Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

17

Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

18

Compliance with general appropriations-law restrictions on the use of federal funds (FY 2021)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable

restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2021, are set out at <https://ojp.gov/funding/Explore/FY21AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

19

Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

20

Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.



Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any

employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.



Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

23

OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.

24

All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

25

Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

26

Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

27

Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

 28

Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

 29

Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

 30

Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

31

FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

32

Cooperating with OJP Monitoring

The recipient agrees to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

33

Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

34

Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in

accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

35

Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

36

Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

37

Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.

38

Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

39

Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

40

Law enforcement task forces - required training

Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (www.ctfli.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

41

Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

42

"Methods of Administration" - monitoring compliance with civil rights laws and nondiscrimination provisions

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with applicable federal civil rights laws and nondiscrimination provisions. Within 90 days of the date of award acceptance, the recipient must submit to OJP's Office for Civil Rights (at CivilRightsMOA@usdoj.gov) written Methods of Administration ("MOA") for subrecipient monitoring with respect to civil rights requirements. In addition, upon request by OJP (or by another authorized federal agency), the recipient must make associated documentation available for review.

The details of the recipient's obligations related to Methods of Administration are posted on the OJP web site at <https://ojp.gov/funding/Explore/StateMethodsAdmin-FY2017update.htm>

(Award condition: "Methods of Administration" - Requirements applicable to States (FY 2017 Update)), and are incorporated by reference here.

43

The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

44

Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA.

The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

- a. New construction;
- b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by

BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bjagov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

45

Establishment of trust fund

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish a trust fund account. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The trust fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the award funds in the trust fund (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.

46

All State and Local JAG recipients must submit quarterly Federal Financial Reports (SF-425). Additionally, State JAG and Local JAG Category Two (\$25K or more) must submit semi-annual performance reports through JustGrants and Local JAG Category One (Less than \$25K) must submit annual performance reports through JustGrants. Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, the recipient must provide data that measure the results of its work. The recipient must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website (www.bjaperformancetools.org). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

47

Required data on law enforcement agency training

Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

48

Expenditures prohibited without waiver

No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.

49

Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2020

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (October 1, 2020), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum-- (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via an Award Condition Modification (ACM)). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through an Award Condition Modification (ACM), the recipient is authorized to obligate (federal) award funds to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

50

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS. No profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).

51

Submission of eligible records relevant to the National Instant Background Check System

Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the recipient (or any subrecipient at any tier) uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other

records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS-relevant "eligible records".

In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.

52

Prohibition on use of award funds for match under BVP program

JAG funds may not be used as the 50% match for purposes of the DOJ Bulletproof Vest Partnership (BVP) program.

53

Certification of body armor "mandatory wear" policies

If recipient uses funds under this award to purchase body armor, the recipient must submit a signed certification that law enforcement agencies receiving body armor purchased with funds from this award have a written "mandatory wear" policy in effect. The recipient must keep signed certifications on file for any subrecipients planning to utilize funds from this award for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

54

Body armor - compliance with NIJ standards and other requirements

Ballistic-resistant and stab-resistant body armor purchased with JAG award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and is listed on the NIJ Compliant Body Armor Model List (<https://nij.gov/topics/technology/body-armor/Pages/compliant-ballistic-armor.aspx>). In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information can be found here: <https://nij.gov/topics/technology/body-armor/pages/safety-initiative.aspx>.

55

Body armor - impact on eligibility for other program funds

The recipient understands that the use of funds under this award for purchase of body armor

may impact eligibility for funding under the Bulletproof Vest Partnership (BVP) program, a separate program operated by BJA, pursuant to the BVP statute at 34 USC 10531(c)(5).

56

Initial period of performance; requests for extension

The recipient understands that the initial period of performance for this award is two years. The recipient further understands that any requests for an extension of the period of performance for this award will be approved automatically for up to a total of two additional years, pursuant to 34 U.S.C. 10152(f) and in accordance with the program solicitation associated with this award.

Any request for an extension of the period of performance beyond a four-year award period will require approval, and the approval (if any) will be at the discretion of the Director of BJA.

57

BJA- JAG - Withholding of Funds for MOU

Withholding of funds: Memorandum of Understanding

The recipient may not expend or draw down any award funds until OJP has reviewed and approved the Memorandum of Understanding (MOU), and an Award Condition Modification has been issued to remove this condition.

No more data to load

☐

I have read and understand the information presented in this section of the Federal Award Instrument.

✓ **Award Acceptance**

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.

B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.

C. Accept this award on behalf of the applicant.

D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official	Name of Approving Official	Signed Date And Time
Deputy Assistant Attorney General	Maureen Henneberg	9/16/21 3:31 PM

Authorized Representative



Entity Acceptance

Title of Authorized Entity Official

Mayor

Signed Date And Time



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director

cc:

Date: Tuesday, November 2, 2021

Re: Ratification of a submitted grant application to the Mississippi Department of Archives and History (MDAH) for the Community Heritage Preservation Grant Program in the amount of \$250,000.00 to help fund plaster repairs at Saenger Theater. Matching funds of \$500,000.00 will be provided by Hattiesburg Convention Commission.
File Number: 2021-1278
Minute Book #

Summary

MDAH Community Heritage Preservation Grant Application – Saenger Theater

Recommendation Statement

I recommend ratification of a submitted grant application to the Mississippi Department of Archives and History (MDAH) for the Community Heritage Preservation Grant Program in the amount of \$250,000.00 to help fund plaster repairs at Saenger Theater. Matching funds of \$500,000.00 will be provided by Hattiesburg Convention Commission.

Please place this on the November 2, 2021 City Council meeting for consideration.

APPLICATION

Please read the full application before completing. Inaccurate or incomplete applications will not be considered.

1. Property Name:
Saenger Theater
2. Project Address (or location description if in rural area):
201 Forrest Street, Hattiesburg, MS 39401
3. Project Description (in one sentence):
The City of Hattiesburg is requesting Community Heritage Preservation Grant funds to assist with repairing damaged plaster at the Saenger Theater.
4. Year Building Constructed: 1929
 Changes/Additions Dates: 1954, 1964, 1976, 1981, 2000
5. Project Budget:
 Total State Grant Funds Requested: \$ 250,000.00
 Matching Funds Provided By Applicant: \$ 500,000.00
 Total Project Cost: \$ 750,000.00
6. Project Applicant (will be the signatory):

Mr.	Toby Barker	
Title (Dr., Mr., Mrs., Ms.)	Contact Name	
City of Hattiesburg	Mayor	
Organization	Title in Organization	
P.O. Box 1898		
Address		
Hattiesburg	MS	39403
City	State	Zip Code
(601) 545-4501	mayor@hattiesburgms.com	
Phone	E-mail	

Project Applicant Description:

☐ State Government
☐ County Government
☒ Municipal Government
☐ School District
☐ Nonprofit Corporation – Attach the Mississippi Secretary of State of State charter of incorporation and IRS 501(c)(3) tax exempt letter as well as financial statements for the past 3 years.

COMMUNITY HERITAGE PRESERVATION GRANT PROGRAM—ROUND 15

7. Project Coordinator:

Mr. Eddie Baca

Title (Dr., Mr., Mrs., Ms.)

Contact Name

Hattiesburg Convention Commission**Director of Facilities, Engineering, & Physical Plant**

Organization

Title in Organization

One Convention Center Plaza

Address

Hattiesburg**MS****39401**

City

State

Zip Code

(601) 268-3220**ebaca@hattiesburg.org**

Phone

E-mail

8. Property Owner:

Mr. Toby Barker

Title (Dr., Mr., Mrs., Ms.)

Contact Name

City of Hattiesburg**Mayor**

Organization

Title in Organization

P.O. Box 1898

Address

Hattiesburg**MS****39403**

City

State

Zip Code

(601) 545-4501**mayor@hattiesburgms.com**

Phone

E-mail

9. Tax Identification Number (attach W-9): **64-6000432**

10. Project Professional:

To be selected

Title (Dr., Mr., Mrs., Ms.)

Contact Name

Organization

Title in Organization

Address

City

State

Zip Code

Phone

E-mail

11. Name of State Legislator of Project District:

Missy McGee

House

Chris Johnson

Senate

12. Mississippi Landmark Designation: Properties must be designated by the MDAH Board of Trustees under provisions of the State Antiquities Act to be eligible for Community Heritage Preservation Grants. This information can be found in the Chancery Clerk's office at the local courthouse or contact MDAH.

Forrest**11/26/1985****V. 562, p. 17**

County

Date Recorded

Book/Page

APPLICATION CHECKLIST

One Original Application and six (6) copies (must be in this order for consideration):

- ☒ Application
- ☒ Application checklist
- ☒ Project narrative
- ☒ Project budget
- ☒ Color digital images in jpeg format on a CD with a set of prints with a keyed plan and photo log
- ☒ Resumes of project coordinator and/or project professional
- ☒ Long-term maintenance plan
- ☒ Matching share form and letters of commitment
- ☒ Supporting documentation (W9 and board minutes **OR** 501(c)(3) charter)
- ☒ Signed letters of support
- ☒ Signed statement of understanding
- ☒ Signed title and insurance certification

Submit the original application in a three-ring binder without transparent slips. Staple or clip each copy in the upper left hand corner. Do not place the copies in three-ring binders or have them bound.

All seven sets of the application must be with the Historic Preservation Division of MDAH, located in the Charlotte Capers Archives and History Building, by 5 p.m. on October 2, 2020.

Applicants are encouraged to submit early and make an additional copy of all documents for their records.

Mail to:

CHPG –Round 15
Historic Preservation Division
MS Dept. of Archives and History
P. O. Box 571
Jackson, MS 39205-0571

Deliver to:

CHPG—Round 15
Historic Preservation Division
1st Floor
Charlotte Capers Building
MS Dept. of Archives and History
100 South State Street
Jackson, MS 39201

PROJECT NARRATIVE

Attach continuation sheets if needed.

1. Historic significance of property:

See included continuation sheet.

2. Detailed description of project:

See attached continuation sheet.

3. Is the property endangered? Yes: ☐ No: ☒

4. If yes, how is the property endangered?

n/a

5. Explain how the project will meet the preservation NEEDS of the property and the Secretary of the Interior's *Standards of Rehabilitation*:

See attached continuation sheet.

6. How will the property be used in the future? Will it require substantial changes to the property?

The Saenger will continue to function as a movie theater and venue for musical and dance performances, as well as many other varied events. No substantial changes are required.

7. Public benefit of project:

If there is anything that the past couple of years has taught us, it's that merely surviving just is not enough. As humans, we value and, in fact, need, entertainment, recreation, and connection with others just as much as the goods and services that meet our physical survival needs. The entertainment options offered at the Saenger Theater bring joy to people's lives and create an activity buzz that draws people downtown to partake at local retail establishments and restaurants, as well as other local attractions. It supports artists and elicits a sense of pride in our community. It brings back fond memories for those still around who experienced the Saenger in its younger days. The Saenger Theater is a beloved piece of Hattiesburg's history that continues to serve the public in the present-day. As such, proper maintenance and repair are necessary to address safety hazards and keep the venue functioning for years to come.

Project Narrative

Historic Significance of Property

The Saenger Amusement Company operated a number of “photoplay houses” across the southern states in the early 1900s. In 1927, it was announced that Hattiesburg would become home to a new theater on the corner of Forrest and Front Streets, in conjunction with the construction of the Forrest Hotel, which would be situated nearby on the corner of West Pine and Forrest Streets. The hotel and theater were meant to improve accommodations and entertainment offerings in Hattiesburg, as a catalyst for growth and to reframe perceptions of Hattiesburg as a desirable destination for visitors looking for entertainment and amusement. The Saenger Theater, designed by architect Emil Weil of New Orleans, opened its doors on Thanksgiving Day in 1929, boasting a Robert Morton pipe organ and a 2,200 pound chandelier. Hattiesburg proudly welcomed its beautiful new building, and the shows, crowds, and fanfare that came along with it. The Saenger Theater served as a center of cultural life for many years, hosting a variety of events to entertain the masses. In addition to functioning as a movie theater, the Saenger hosted musical and dance performances, carnival balls, lectures, and other events. The Saenger was acquired by E. V. Richards and Paramount Pictures in the 1930s, with Paramount becoming the sole owner in 1950. In the 1960s, Paramount was acquired by American Broadcasting Company, and the theater was operated under the name “ABC Interstate Theatres” until 1974—at which time the building was donated to the City of Hattiesburg when a new theater was built. While activity at the Saenger waned as Hattiesburg’s growth expanded westward, efforts in recent years to revitalize downtown and promote Hattiesburg as an entertainment destination—in addition to a \$3.75 million restoration of the Saenger in 2000—have renewed interest and drawn crowds once again. The varied entertainment offerings and promotional efforts led to the Saenger’s income growth, and the beloved Saenger Theater was profitable for the first time in its history in 2019. While the pandemic has undeniably taken its toll, the Saenger continues to host events and provide entertainment options for Hattiesburg residents and visitors. Looking forward, the anticipation is that the Saenger’s trajectory of success will continue as we rebound economically from the impacts of the pandemic.

Detailed Description of Project

The Saenger Theater is experiencing plaster failure in the areas of the main cornice, columns, wall panels, and perimeter border of the ceiling where stenciling is applied. The plaster failure has been caused by water infiltration along the side walls of the theater. In addition, the stenciling along the border has been veneer coated over existing paint. The existing paint is failing, which is causing the veneer to fail. There is evidence of efflorescence and peeling paint in multiple areas. The falling loose pieces from these damaged areas create a safety hazard for building occupants and warrant timely remediation.

At the perimeter border of the main ceiling, the veneer coat plaster will be mechanically removed, and the paint will be chemically removed from the plaster surface. The surface of the plaster will then be repaired to receive new paint. Primer and base color will be applied to match the existing paint. The border stenciling will be recreated on canvas and then installed along the perimeter of the ceiling.

At the main cornice, loose and peeling paint will be scraped, and loose and deteriorated plaster will be removed. The plaster will be repaired to restore the cornice profiles back to original. Primer and paint will then be applied to the cornice to match the existing paint.

Along the walls and columns, loose and peeling paint will be scraped, and loose and deteriorated plaster will be removed. Damaged areas will be repaired in profile and textures to match the existing profile/textures. Decorative painting will be touched up to match the existing in color and style.

Preservation Needs and *Standards of Rehabilitation*

The proposed work at the Saenger Theater aligns most closely with *Standards of Rehabilitation* numbers 1, 2, 3, and 6. (1) A property will be used as it was historically or be given a new use that requires minimal change to its distinctive materials, features, spaces, and spatial relationships. (2) The historic character of a property will be retained and preserved. Removing distinctive materials or altering features, spaces, and spatial relationships that characterize a property will be avoided. (3) Each property will be recognized as a record of its time, place, and use. Changes creating a false sense of development, such as adding conjectural features or elements from other properties, will not be undertaken. (6) Deteriorated historic features will be repaired rather than replaced. Where severe deterioration requires replacement of a distinctive feature, design, color, texture and, where possible, materials will be matched. Replacing missing features will be substantiated by documentary and physical evidence.

The Saenger Theater's original use was as a movie theater. The Saenger will continue to function as a movie theater and venue for musical and dance performances, as well as many other varied events. The historic character of the property will be retained and preserved through repair of the plaster. Repair of the plaster will ensure the longevity of the surface and the paint. The plaster must be repaired so that paint will adhere correctly. Additionally, over time, if left in disrepair, the plaster will continue to chip, crack, and bubble. Loose pieces of damaged plaster can fall and injure someone. The plaster walls, ceilings, and cornice contribute to the historic character of the Saenger Theater, and the goal is to repair the damaged plaster and apply paint to match the existing. The damaged decorative stenciling along the ceiling border will be recreated to match the existing as well. In the repairs that will be conducted, no changes will be made to add features or elements. The deteriorated plaster will be repaired, and while the paint and stenciling will require replacement, the new paint and stenciling applied will match the existing in color and style.

PROJECT BUDGET BREAKDOWN

1. Work Plan: specify costs for all aspects of the project such as door and window repair, masonry repair, interior finishes, exhibit design costs, exhibit construction, etc. Attach additional sheets to this page if needed. Items not included in the application are not eligible for funding.

Perimeter Border of Main Ceiling (labor and material) - \$375,000.00

Includes: plaster and paint removal; plaster repair, painting, recreating and installing stenciling

Main Cornice; Wall Panels and Columns at Balcony Level and Side Walls Ending at Ante Proscenium Arch and Columns (labor and materials) - \$119,000

Includes: removal of loose/peeling paint and plaster; repair of cornice and other damaged areas, painting

Scaffolding - \$256,000

Total - \$750,000

Grant request - \$250,000

Match - \$500,000

2. Total Project Cost (grant amount requested + matching share)	\$	<u>750,000.00</u>	(100%)
Grant Amount Requested (no more than 80% of total project)	\$	<u>250,000.00</u>	(%)
Matching Share (a minimum of 20% of total project)	\$	<u>500,000.00</u>	(%)

Example of 20% Matching Share:

Request: \$80,000 + Match: \$20,000 = Total Project: \$100,000 (20% Match)

Example of <20% Matching Share:

Request: \$100,000 + Match: \$20,000 = Total Project: \$120,000 (17% Match)

3. How were estimated project costs determined?

Contractor estimates

4. Indicate whether partial funding and/or partial completion of the project would allow for a successful result. Prioritize the proposed work, indicating what is critical. Show the sequence in which work must be completed, if relevant. Applicants who do not include partial options may be in jeopardy of not receiving funding. Attach additional sheets to this page if needed.

If partial funding is awarded, the highest priority would be to address the damaged area at the perimeter border the ceiling where the stenciling is applied. This area has been veneer-coated over existing paint. Pieces are falling from this area and create a safety hazard for guests. Due to the safety issue, this is the area would be the most critical to address. Our priorities are as follows, with number one being the highest priority:

1. Perimeter border of main ceiling
2. Main cornice and wall panels

MATCHING SHARE

Donor: Hattiesburg Convention Commission
 Source: Tax revenue and/or program income
 Total Cash Amt: \$ 500,000.00

Donor: _____
 Source: _____
 Total Cash Amt: \$ _____

Donor: _____
 Source: _____
 Total Cash Amt: \$ _____

Donor: _____
 Source: _____
 Total Cash Amt: \$ _____

Donor: _____
 Source: _____
 Total Cash Amt: \$ _____

Donor: _____
 Source: _____
 Total Cash Amt: \$ _____

Total Match (must equal matching funds on Item 5 of the application): \$ 500,000.00

CERTIFICATION OF MATCHING SHARE

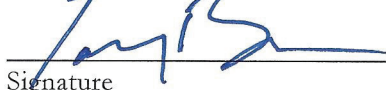
I certify that the matching share funds identified above are available, and that they will be allocated only to the Community Heritage Preservation Grant project described in this application and titled:

Hattiesburg Saenger Theater - Plaster Repair

Project Title

Mayor Toby Barker

Name and Title of Authorized Representative



Signature

09/28/2021

Date

Applicants are strongly encouraged to submit appropriate documentation of the matching share (copies of bank statements, etc.) to this page. Please note that applications without documentation may not receive full credit for the matching share.

HATTIESBURG CONVENTION COMMISSION

ONE CONVENTION CENTER PLAZA • HATTIESBURG, MS 39401 • 601.268.3220 • HATTIESBURG.ORG



September 23, 2021

Mayor Toby Barker
City of Hattiesburg
PO Box 1898
Hattiesburg, MS 39403-1898

Dear Mayor Barker:

Greetings from the Hattiesburg Convention Commission.

As you know, the Hattiesburg Convention Commission funded the historic renovation of the Saenger Theater in downtown Hattiesburg in the late 1990's. In 2003, the Commission partnered with the City to operate, manage and maintain the Historic Saenger Theater, putting it into use for the public good while preserving this rare movie palace from the late 1920's.

The Saenger Theater is recognized as a historical landmark both by the State of Mississippi and the United States government. As such, the importance of this facility to our community and to our state, cannot be overstated.

Now, the facility is facing a challenge in preserving the plaster ceiling and historical decorative banner in the main auditorium. Degradation of the bonding agent between the renovated ceiling and the 1929 plaster ceiling has caused the plaster layer used during renovation to delaminate and drop to the auditorium floor. Obviously, this creates, first and foremost, a safety hazard to guests and staff, and secondly, it degrades the historic preservation of this art-deco movie palace.

Please be advised that the Hattiesburg Convention Commission agrees to fully match all grant funds that may be provided to the City to curtail the delamination process and repair the existing damage.

The Commission has a long history of working with the City and the Mississippi Department of Archives and History on grant-funded projects in the Hattiesburg area. That history has been to fully complete the work outlined in all grants and properly account for the expenditures as required in the granting process. To that reputation, we commit to the City and MDAH to continue.

If you need additional information, please do not hesitate to contact me.

Best wishes,

Richard Taylor
Executive Director



STATEMENT OF UNDERSTANDING

With respect to grants received from MDAH, applicants indicate by their signatures they have read, understand, and agree to this Statement of Understanding. Failure to comply will result in cancellation.

1. This is a request for consideration for a grant and does not constitute a commitment for funding from the Community Heritage Preservation Grant Program administered by MDAH.
2. Individuals submitting this grant request on behalf of applicants have the necessary authority to request consideration of this project by MDAH.
3. This is a matching grant program in which only a portion of the total project cost can be supplied by the grant funds; matching share will be supplied by applicants in the form of cash. In-kind matches will not be considered or credited to applicants. Projects with a cash match larger than 20% will score higher; however, any amount offered as a match must be guaranteed. **There will be no amendments to lower the match percentage amount.**
4. No work covered in this application is to begin until applicants have been notified in writing that funds have been awarded and have accepted in writing the terms and conditions of the grant. No work is to begin until the work has been approved by the Permit Committee and applicants have received an official **Mississippi Landmark Permit**.
5. If a grant is received, a 25-year preservation and maintenance covenant must be submitted to MDAH in which the grantee agrees to maintain the property and not abandon it. Covenants are transferable.
6. If a grant is received, all obligations for material work are to be paid by the grantee, who will then receive reimbursement from the Department of Finance and Administration, based on prior agreement and approval by MDAH.
7. The availability of funds for reimbursable expenses incurred by grantees is dependent upon the authorization and sale of legislatively approved general obligation bonds by the Mississippi State Bond Commission. Until the Commission sells the bonds, reimbursement funds will not be available.
8. Grants will be administered in accordance with all applicable state laws, regulations, policies, requirements, and guidelines, including Title VI of the 1964 Civil Rights Act, non-discrimination on the basis of handicap, and equal employment opportunity and labor laws.
9. Projects shall be carried out pursuant to the relevant treatment in The Secretary of the Interior's *Standards for the Treatment of Historic Properties* as outlined in Appendix B and the *International Existing Building Code 2012*.
10. Procurement actions will be conducted in accordance with the State of Mississippi bidding and procurement laws.

COMMUNITY HERITAGE PRESERVATION GRANT PROGRAM—ROUND 15

11. All costs charged to the grant project will be in payment of approved budget items.
12. Cost and/or work items not included in the application are not eligible for funding.
13. Adequate resources will be available for the completion of the proposed project and the continued operation of the site.
14. An adequate financial management system (and audit procedure when deemed applicable) will be maintained to provide control of all property, funds, and assets during the grant period.
15. The project, if funded, will be carried out in accordance with the guidelines set forth by the Historic Preservation Division of MDAH and will be completed within the allotted time. **Projects will not be extended.** Additionally, there are benchmarks that must be met during the grant period in order to keep a project on schedule. Failure to meet the benchmarks could lead to the cancellation of a project.
16. Applicants will cooperate with the staff of MDAH in meeting all the above requirements.
17. Additional administrative requirements and project-specific conditions may be a part of any grant offer made by MDAH as a result of this application.
18. **Failure to comply with the conditions set forth in this Statement of Understanding will result in cancellation of the grant.**

The applicant recognizes and agrees that any state financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the State of Mississippi reserves the right to seek judicial enforcement of this assurance. This assurance is binding on the applicant, its successors, transferees, and assignees, and on the person or persons whose signature appear below and who is/are authorized to sign this assurance on behalf of the applicant.

City of Hattiesburg

09/28/2021

Name of Applicant/Project Sponsor

Date

Mayor Toby Barker

Name and Title of Authorized Representative

Signature

TITLE AND INSURANCE CERTIFICATION

State funds cannot be invested in projects without assurance that the grantee possesses clear and unencumbered title to the property involved in the proposed project, and has the property adequately insured to protect the state's investment.

I certify that the property involved is owned and sufficiently insured by the applicant identified below, and that the building will be used for the Community Heritage Preservation Grant project described in this application and titled:

Hattiesburg Saenger Theater - Plaster Repair

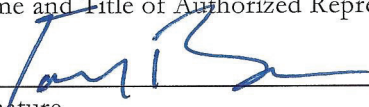
Project Title

City of Hattiesburg

Applicant

Mayor Toby Barker

Name and Title of Authorized Representative



09/28/2021

Signature

Date

Applicants must submit appropriate documentation of ownership and title (copies of deeds, certificates of title, insurance policies, etc.) with this form. Please note that applications without documentation may not be considered for grant awards.



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Sylvester London, Division Manager

cc:

Date: Tuesday, November 2, 2021

Re: Acknowledge receipt of the two quote docket for the period of September 27, 2021 through October 24, 2021 as provided for in 31-7-13(b) of the Mississippi Code of 1972
File Number: 2021-1274
Minute Book #

Summary

Acknowledge receipt of the two quote docket for the period of September 27, 2021 through October 24, 2021 as provided for in 31-7-13(b) of the Mississippi Code of 1972

Recommendation Statement

Attached is the unadvertised bid docket for the period of September 27, 2021 through October 24, 2021, covering purchases requiring the obtaining of a minimum of two (2) bids as defined in Section 31-7-13 (B) of the Mississippi Code.

This report is submitted for your review, approval, and acknowledgement on the minutes of the City Council. Should there be any questions, please feel free to contact my office.

Please place this on the November 2, 2021 City Council meeting for consideration.



City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

Purchase Order

Fiscal Year 2022

Page 1 of 1

Bill To 1001
City of Hattiesburg
P.O. BOX 1898
Hattiesburg, MS 39401

Ship To 1004
220 West Front St
2nd Floor Jackie Dole Building
Hattiesburg, MS 39401

Purchase Order Number **00225007**
Purchase Order Date **10/06/2021**
Department **PURCHASING**

FID 64-6000432

Vendor 2037
AB SUPPORT SERVICES
5891 HWY 49
STE 60, BOX 122
HATTIESBURG, MS 39402

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
	MALCOLMCLARK@ABSUPPORTSERVICES.COM	2037	225010	Sylvester London	

NOTES

JANITORIAL CLEANING

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	HATTIESBURG GROUNDS MAINTENANCE GL #: 002300 - 687000	1.0000	EACH	\$4,560.0000	\$4,560.00
2	HATTIESBURG WATER PLANT GL #: 009673 - 687000	1.0000	EACH	\$4,560.0000	\$4,560.00
3	HATTIESBURG EMPLOYEE HEALTH CLINIC GL #: 001095 - 602701	1.0000	EACH	\$4,560.0000	\$4,560.00

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE. THE PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.


City Clerk

Total Ext Price \$13,680.00

Purchase Order Total **\$13,880.00**

CITY OF HATTIESBURG

PURCHASING DEPARTMENT

FAX COVER SHEET

DATE: September 20, 2021

NUMBER OF PAGES INCLUDING FAX COVER: 3

TO: AB SUPPORT SERVICES

PHONE: (601) 329-0086

EMAIL: MALCOLMCLARK@ABSUPPORTSERVICES.COM

PLEASE READ OUR QUOTE INSTRUCTIONS AND FOLLOW CAREFULLY. QUOTES MUST BE RETURNED ON OR BEFORE THE DATE AND TIME INDICATED.

DO NOT HESITATE TO CALL Kermas Eaton at 601-545-4502 IF YOU HAVE ANY QUESTIONS.

THANK YOU,

SYLVESTER LONDON
DIVISION MANAGER
601-545-4512

INSTRUCTIONS FOR CITY OF HATTIESBURG 2-QUOTE

Please find attached specifications for the item(s) for which we require written bids. **ALL BIDS MUST HAVE PRICE, DELIVERY DATE, PRICE EXPIRATION, TOTAL BID PRICE, AND BE SIGNED AND DATED, AS REQUIRED BY LAW TO PROVIDE CONTINUITY OF THE BID PROCESS. DO NOT CHANGE THESE SPECIFICATIONS**

Payment terms are set by the State of Mississippi Purchasing Laws: payment will be made within 45 days of receipt of an invoice that has been signed/approved by Department that requested quote.

BIDS MAY BE MAILED TO: City of Hattiesburg
 Purchasing Division
 PO Box 1898
 Hattiesburg, MS 39403-1898

or FAXED TO THE PURCHASING DEPARTMENT AT 601-545-6661

or EMAILED TO TWOQUOTE@HATTIESBURGMS.COM

or EMAILED TO (SLONDON@HATTIESBURGMS.COM)

If you do not intend to bid, please inform us.

Your assistance with our bid process will be most appreciated.

**PURCHASING DEPARTMENT
CITY OF HATTIESBURG**

**BIDS ARE DUE IN THE PURCHASING DEPARTMENT NO LATER THAN 5:00 P.M. ON
September 27, 2021**

CONTACT PERSON: Sylvester London 601-545-4512

SPECIFICATIONS

BUILDING	ADDRESS	DAYS X 52
Hattiesburg Grounds Maintenance (601) 545-4667 Akeria Lewis	139 Parkway Blvd	2 x per week X 52 \$ _____
Hattiesburg Employee Health Clinic (Jasmine Billiott) (601) 545-1712	2101 W 4 th Street	2 x per week X 52 \$ _____
Hattiesburg Water Plant Rob Waggoner (601)545-4630	900 James Street	2 x per week X 52 \$ _____

Contractor shall visit each site before bidding and confirm conditions, measurements, and needs to clean and maintain each building.

Contractor shall provide proof of liability insurance in the amount of minimum \$500,000 and workers compensation insurance. Contractor will comply with current OSHA regulations pertaining to all work performed at City buildings. Contractor shall provide background check on all employees participating in City Hall contract.

Personnel working for contractors will be deemed employees of contractor and will not for any purpose be considered City employees.

Contractor shall furnish all material, cleaning supplies, labor, and equipment to clean and maintain each building. The City will furnish toilet tissue, paper towels, trash liners, and hand soap. The City will provide a secure space to store supplies and equipment.

Contractor shall provide quality control and adequate supervision to ensure each building is properly and consistently cleaned and restocked in all areas.

Contractor shall observe the same holidays observed by the City.

Contractor shall provide to the City a monthly invoice for agreed upon price for each building, and an itemized invoice for any additional services provided.

The term of this agreement shall be for one year.

This agreement may be terminated or canceled at any time with a minimum of 30 days written notice from either the City or contractor.

AB Support Services
5891 US Hwy 49
STE 60 Box 122
Hattiesburg, Ms 39402

225010

PRINTED NAME: AB Support Services

SIGNATURE: Malcolm Clark

DATE AND DELIVERY DATE: 9/24/2021

PROJECT LINE: JANITORIAL SERVICES FOR 3 DEPARTMENTS

ADDRESS	QUANTITY	COST PER YR	PRICE EXPIRATION
HATTIESBURG GROUNDS MAINTENANCE 139 PARKWAY BLVD	2 x per week X 52	\$4,560.00	12/31/2021
HATTIESBURG EMPLOYEE HEALTH CLINIC 2101 W 4 th STREET	2 x per week X 52	\$4,560.00	12/31/2021
HATTIESBURG WATER PLANT 900 JAMES STREET	2 x per week X 52	\$4,560.00	12/31/2021
TOTAL BID PRICE		\$13,680.00	

HL



CITY OF HATTIESBURG

PURCHASING DEPARTMENT

COVER SHEET

DATE: September 20, 2021

NUMBER OF PAGES INCLUDING FAX COVER: 3

TO: OMNI CLEANING SERVICES LLC

CONTACT PHONE: (601) 447-0404(REPEAT)
OR (601) 466-6923

EMAIL: MORGANTRACEY43@GMAIL.COM

PLEASE READ OUR QUOTE INSTRUCTION AND FOLLOW
CAREFULLY. QUOTES MUST BE RETURNED ON OR BEFORE THE
DATE AND TIME INDICATED.

DO NOT HESITATE TO CALL **Kermas Eaton at 601-545-4502**, IF YOU
HAVE ANY QUESTIONS

THANK YOU,

(REPEAT)

SYLVESTER LONDON

DIVISION MANAGER

601-545-4512

SPECIFICATIONS

BUILDING	ADDRESS	DAYS X 52
Hattiesburg Grounds Maintenance (601)545-4667 Akeria Lewis	139 Parkway Blvd	2 x per week X 52 \$ <u>600.00</u>
Hattiesburg Employee Health Clinic (Jasmine Billiott) (601)545-1712	2101 W 4 th Street	2 x per week X 52 \$ <u>500.00</u>
Hattiesburg Water Plant Rob Waggoner (601) 545-4630	900 James Street	2 x per week X 52 \$ <u>700.00</u>

600 • x
 12 • =
 7,200 • 00 +
 500 • x
 12 • =
 6,000 • 00 +
 700 • x
 12 • =
 8,400 • 00 +
 21,600 • 00 *

Contractor shall visit each site before bidding and confirm conditions, measurements, and needs to clean and maintain each building.

Contractor shall provide proof of liability insurance in the amount of minimum \$500,000 workers compensation insurance. Contractor will comply with current OSHA regulations pertaining to all work performed at City buildings. Contractor shall provide background check on all employees participating in City Hall contract.

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Contractor shall provide quality control and adequate supervision to ensure each building is properly and consistently cleaned and restocked in all areas.

Contractor shall observe the same holidays observed by the City.

Contractor shall provide to the City a monthly invoice for agreed upon price for each building, and an itemized invoice for any additional services provided.

The term of this agreement shall be for one year.

This agreement may be terminated or canceled at any time with a minimum of 30 days written notice from either the city or contractor.

Sept. 27, 2021

CITY OF HATTIESBURG

PURCHASING DEPARTMENT

FAX COVER SHEET

DATE: September 21, 2021

NUMBER OF PAGES INCLUDING FAX COVER: 3

TO: DIAMOND CLEAR AND ASSOCIATES

PHONE: (601) 606-2672

EMAIL: DIAMONDCLEARANDASSOCIATES@GMAIL.COM

PLEASE READ OUR QUOTE INSTRUCTIONS AND FOLLOW CAREFULLY. QUOTES MUST BE RETURNED ON OR BEFORE THE DATE AND TIME INDICATED.

DO NOT HESITATE TO CALL **Kermas Eaton at 601-545-4502** IF YOU HAVE ANY QUESTIONS.

THANK YOU,

SYLVESTER LONDON
DIVISION MANAGER
601-545-4512

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BIDS MAY BE MAILED TO: City of Hattiesburg
 Purchasing Division
 PO Box 1898
 Hattiesburg, MS 39403-1898

or FAXED TO THE PURCHASING DEPARTMENT AT 601-545-6661

or EMAILED TO TWOQUOTE@HATTIESBURGMS.COM

or EMAILED TO (SLONDON@HATTIESBURGMS.COM)

If you do not intend to bid, please inform us.

Your assistance with our bid process will be most appreciated.

**PURCHASING DEPARTMENT
CITY OF HATTIESBURG**

**BIDS ARE DUE IN THE PURCHASING DEPARTMENT NO LATER THAN 5:00 P.M. ON
September 27, 2021**

CONTACT PERSON: Sylvester London 601-545-4512

SPECIFICATIONS

BUILDING	ADDRESS	DAYS X 52
Hattiesburg Grounds Maintenance (601) 545-4667 Akeria Lewis	139 Parkway Blvd	2 x per week X 52 \$ _____
Hattiesburg Employee Health Clinic (Jasmine Billiott) (601) 545-1712	2101 W 4 th Street	2 x per week X 52 \$ _____
Hattiesburg Water Plant Rob Waggoner (601)545-4630	900 James Street	2 x per week X 52 \$ _____

Contractor shall visit each site before bidding and confirm conditions, measurements, and needs to clean and maintain each building.

Contractor shall provide proof of liability insurance in the amount of minimum \$500,000 and workers compensation insurance. Contractor will comply with current OSHA regulations pertaining to all work performed at City buildings. Contractor shall provide background check on all employees participating in City Hall contract.

Personnel working for contractors will be deemed employees of contractor and will not for any purpose be considered City employees.

Contractor shall furnish all material, cleaning supplies, labor, and equipment to clean and maintain each building. The City will furnish toilet tissue, paper towels, trash liners, and hand soap. The City will provide a secure space to store supplies and equipment.

Contractor shall provide quality control and adequate supervision to ensure each building is properly and consistently cleaned and restocked in all areas.

Contractor shall observe the same holidays observed by the City.

Contractor shall provide to the City a monthly invoice for agreed upon price for each building, and an itemized invoice for any additional services provided.

The term of this agreement shall be for one year.

This agreement may be terminated or canceled at any time with a minimum of 30 days written notice from either the City or contractor.

PRICING SCHEDULE*

HATTIESBURG EMPLOYEE HEALTH
2101 West 4Th Street
Hattiesburg, MS 39402

The Named Areas will be serviced according to the Cleaning Schedule
for a minimum monthly charge of:
(Tax Not Included – Florida & Texas Only)

INITIAL ALL THAT APPLY

MAINTENANCE TWO (2) TIMES PER WEEK
FOUR HUNDRED FIFTEEN DOLLARS
\$415.00
PER MONTH

TOTAL FOUR HUNDRED FIFTEEN DOLLARS
\$415.00
PER MONTH

415• x
12• =
4,980•00 +

PRICING SCHEDULE*

HATTIESBURG WATER PLANT
900 James Street
Hattiesburg, MS 39401

The Named Areas will be serviced according to the Cleaning Schedule
for a minimum monthly charge of:
(Tax Not Included – Florida & Texas Only)

INITIAL ALL THAT APPLY

MAINTENANCE TWO (2) TIMES PER WEEK
SEVEN HUNDRED SIXTY DOLLARS
\$760.00
PER MONTH

TOTAL **SEVEN HUNDRED SIXTY DOLLARS DOLLARS**
\$760.00
PER MONTH

760 • x
12 • =
9,120 • 00 +

PRICING SCHEDULE*

HATTIESBURG GROUND MAINTENANCE
139 Parkway Blvd
Hattiesburg, MS 39401

The Named Areas will be serviced according to the Cleaning Schedule
for a minimum monthly charge of:
(Tax Not Included – Florida & Texas Only)

INITIAL ALL THAT APPLY

MAINTENANCE TWO (2) TIMES PER WEEK
SIX HUNDRED EIGHTY DOLLARS
\$680.00
PER MONTH

TOTAL SIX HUNDRED EIGHTY DOLLARS
\$680.00
PER MONTH

..0..
680. x
12. =
8,160.00 +

..0..
4,980.00 +
9,120.00 +
8,160.00 +
22,260.00 *

CITY OF HATTIESBURG
UNADVERTISED BID RESULTS

OO# 225007

ITEM JANITORIAL CLEANING

BID #1

WINNING BID

COMPANY AB SUPPORT SERVICES

BID

AMOUNT \$13,680.00

BID #2

COMPANY OMNI CLEANING SERVICES LLC

BID

AMOUNT \$21,600.00

BID #3

COMPANY DIAMOND CLEAR AND ASSOCIATES

BID

AMOUNT \$22,260.00

BID #4

COMPANY _____

BID

AMOUNT _____

THANK YOU FOR SENDING A QUOTE FOR THIS PROJECT.


Sylvester London, DIVISION MANAGER



City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

Bill To 1001
City of Hattiesburg
P.O. BOX 1898
Hattiesburg, MS 39401

Ship To 1014
212 West Front St
Centennial Building
Hattiesburg, MS 39401

Vendor 3208
IRBY, STUART C CO
1314 W PINE ST
HATTIESBURG, MS 39401-6338

Purchase Order

Fiscal Year 2022

Page 1 of 1

Purchase Order Number **00225243**
Purchase Order Date **10/19/2021**
Department **ENGINEERING**

FID 64-6000432

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
6015453178@FAX.CSPIREVOICE.COM		3208	225278	Sharon Waits	

NOTES

2-QUOTE TRAFFIC SIGNAL POLE SHAFT-ENG

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	2-QUOTE FOR TRAFFIC SIGNAL SHAFT POLE CM46 H00E230-00-FPGV-HH-LAB POLE P2 ON PROVIDED DRAWING QUOTE #18294 GL #: 001191 - 637500	1.0000	EACH	\$7,900.0000	\$7,900.00

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE. THE PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.


City Clerk

Total Ext. Price \$7,900.00
Purchase Order Total \$7,900.00

Reg 224338
225278



Page : 1 of 2

Expiration Date: 09/18/21

Quotation

TO:

CITY OF HATTIESBURG HATTIESB
ACCOUNTING DEPARTMENT
PO BOX 1898
HATTIESBURG, MS 39403-1898

Project Info:

Project: PEPS POINT TSP REPL
Job #: 18294
Bid Date: 08/19/21
Bid Time: 02:00 PM CDT
Quoter: Gerald E McDaniel

Type	Quantity	Vendor	Description	Unit or Lot#	Unit Price	Ext Price
P2 SHAFT	1		CM46 H00E230-00-FPGV-HH-LAB	Unit	7,900.000/EA	7,900.00

This quotation is provided to you in confidence, do not share or distribute in any form.

In all cases Stuart C. Irby Standard Terms and Conditions of sale apply and include:

1. Material quoted is subject to manufactures terms and conditions at time of sale.
2. Non-standard package quantities may be subject to surcharge and handling fees.
3. Freight is prepaid and allowed on order for all items marked "Freight Allowed" and for the quantities presented in this quotation.
Otherwise material is quoted F.O.B. Shipping Point, Pre-Paid and Added, and;
Any material released after that will be at the customer's expense, and;
Any material that is expedited will be at additional cost and at customer expense. Expedite fees are not refundable.
4. Wire and Cable prices are subject to metals adjustment at time of shipment unless noted otherwise.
Customer is responsible for all reel charges and disposal.
5. Prices are valid for thirty days from date of quotation unless noted otherwise.
6. Items that are listed as stock are subject to prior sale. A Purchase Order or payment is required to secure "stock" and "factory stock" items for future shipment.
7. Lead times are based on current information and may change at time order is placed.
8. Items and quantities are our best estimate based on the information available to us at time of quotation..
9. Typographical and mathematical calculations are subject to review and correction at any time.
10. Catalog Cut Sheets if not required at time of quotation are available upon request.
11. An open and active account is required with Stuart C. Irby Co. to secure the prices quoted herein. Prepaid and credit card orders are accepted.

From:

STUART C IRBY BR22 HATTIESBURG
601-544-1611
1314 WEST PINE STREET
HATTIESBURG, MS 39401-6338
Printed By: Gerald E McDaniel
Irby MS Quotes
(O) 601-554-9228
(F) 601-960-7373
(C) 601-331-7972

Notes

Thank you for the opportunity to quote this Bill of Material.
Quotation is void if changed. Sales tax not included. For full
payments; terms and conditions, please visit our website.
www.irby.com. Quote for Direct shipment only. F.O.B. point of Origin.



Project: PEPS POINT TSP REPL

Expiration

09/18/21

Quotation

Type	Quantity	Vendor	Description	LOT #	Unit Price	Ext Price
------	----------	--------	-------------	-------	------------	-----------

12. Stuart C. Irby Co. takes exception to "Liquidated Damages."

Due to current market volatility created by the announcements of the implementation of Section 232, and tariffs on steel imports, all quotations are subject to revision until a confirmation of sales order is sent and mutually agreed upon.

Stuart C. Irby cannot be held liable, and Purchaser shall not be entitled to any damages and/or indemnifications, in case Stuart C. Irby is prevented, hindered or delayed from or in performing any of its obligations resulting from the impact of the outbreak of COVID-19 for reasons not attributable to Stuart C. Irby.

Payment Terms are: Net 30 days, billed at shipment.

Thank you,

Stuart C. Irby Co.

Project Services Group



Notes:
Freight included
Ships in ~ 12-14 wks
+ 1 wk Transit

Gerald "Mac" McDaniel

From:

STUART C IRBY BR22 HATTIESBURG
601-544-1611
1314 WEST PINE STREET
HATTIESBURG, MS 39401-6338
Printed By: Gerald E McDaniel
Irby MS Quotes
(O) 601-554-9228
(F) 601-960-7373
(C) 601-331-7972

Total**7,900.00****Notes**

Thank you for the opportunity to quote this Bill of Material. Quotation is void if changed. Sales tax not included. For full payments; terms and conditions, please visit our website. www.irby.com. Quote for Direct shipment only. F.O.B. point of Origin.



CITY OF HATTIESBURG TRAFFIC DEPT.

8/27/2021

1 VALMONT CM46 H00E230-00-FPGV-HH-LAB (POLE P2)

TOTAL: \$8,670.00

- FREIGHT ALLOWED FOR DIRECT SHIPMENT
- FINISH PAINT OVER GALVANIZED (FPGV)
- ANCHOR BOLTS NOT INCLUDED
- BASED ON CURRENT BUSINESS CONDITIONS, THE LEAD TIME IS 12-14 WEEKS AFTER ACCEPTABLE APPROVAL
- QUOTED LEAD TIME IS AN ESTIMATE AND IS SUBJECT TO CHANGE AS BUSINESS CONDITIONS CHANGE.
- QUOTED PRICES WILL BE HELD FIRM FOR 30 DAYS.

THANK YOU FOR THE OPPORTUNITY!

A handwritten signature in black ink, appearing to read "Amber Green", with a stylized, cursive script.

AMBER GREEN
PROJECT MANAGEMENT
CHANCELLOR, INC.

CITY OF HATTIESBURG
UNADVERTISED BID RESULTS

OQ# 225243

ITEM: TRAFFIC SIGNAL POLE SHAFT

BID #1

WINNING BID

COMPANY IRBY STUART C CO

BID

AMOUNT \$7,900.00

BID #2

COMPANY CHANCELLOR

BID

AMOUNT \$8,6700.00

BID #3

COMPANY _____

BID

AMOUNT _____

BID #4

COMPANY _____

BID

AMOUNT _____

THANK YOU FOR SENDING A QUOTE FOR THIS PROJECT.


Sylvester London, DIVISION MANAGER

SUCCESSFUL BID/ OTHER BID	PURCHASE ORDER	BID AMOUNT	ITEM DESCRIPTION
AB SUPPORT SERVICES	225007	\$ 13,680.00	JANITORIAL CLEANING
OMNI CLEANING SERVICES		\$ 21,600.00	
DIAMOND CLEAR AND ASSOCIATES		\$ 22,260.00	
STUART IRBY	225243	\$ 7,900.00	TRAFFIC SIGNAL POLE SHAFT
CHANCELLOR		\$ 8,670.00	



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, November 2, 2021

Re: Approve Plans and Specifications for the East Side Park Combo
Baseball/Football Field Lighting Project and authorize advertisement for bids.
File Number: 2021-1277
Minute Book #

Summary

Approve Plans and Specifications for the East Side Park Combo Baseball/Football Field Lighting Project and authorize advertisement for bids.

Recommendation Statement

I recommend approval of this item.

Please place this on the November 2, 2021 City Council meeting for consideration.

ADVERTISEMENT FOR BIDS

**EAST SIDE PARK COMBO BASEBALL/FOOTBALL FIELD LIGHTING PROJECT
CITY OF HATTIESBURG, MISSISSIPPI**

Sealed bids will be received by the City of Hattiesburg, at the City Clerk's office, Mississippi, hereafter referred to as Owner, located at 200 Forrest Street, Hattiesburg, Mississippi, 39401, until 10:00 A.M., Local Time, Thursday, **DATE**, 2021 for supplying all labor, equipment, and materials (as specified) necessary for the construction of the above referenced project. When bids are submitted electronically, the same requirements for submitting sealed bids shall apply. Electronic bids shall be submitted online at www.hattiesburgsbids.com and shall include a document representing the cover of the envelope containing the aforementioned criteria.

The above general outline of features of the work does not in any way limit the responsibility of the Contractor to perform all work and furnish all labor, equipment and materials required by the specifications and the drawings referred to therein.

Bidder must be qualified under Mississippi Law and show current Certificate of Responsibility issued by the Mississippi State Board of Public Contractors establishing his classification as to the value and type of construction on which he is authorized to bid.

Each Bidder shall write his Certificate of Responsibility Number on the outside of the sealed envelope containing his proposal.

Proposals shall be submitted in duplicate, sealed and deposited with the Owner prior to the hour and date hereinbefore designated. No bidder may withdraw his bid within 90 days after the actual date of the opening thereof.

Awarding public contracts to non-resident Bidders will be on the same basis as the non-resident bidder's state awards contracts to Mississippi Contractors bidding under similar circumstances. In order to ensure that Mississippi's so-called Golden Rule is followed state law requires a non-resident bidder is to attach to his bid a copy of his resident state's current laws pertaining to such state's treatment of non-resident contractors.

Each Bidder must deposit with his proposal, a Bid Bond or Certified Check in an amount equal to five percent of his bid, payable to the Owner, as bid security. Bidders shall also submit a current financial statement, if requested, by the Owner. The successful bidder will be required to furnish a Payment Bond and Performance Bond each in the amount of 100 percent of the contract amount.

Bid documents are being made available via paper copy or pdf. All interested bidders are required to log-in or register for an account at www.hattiesburgsbids.com OR www.neel-schafferplans.com to view and order Bid Documents. All plan holders are required to have a valid email address for registration. Bid documents are non-refundable and must be purchased through the website. Questions regarding website registration and online orders please contact Plan House Printing at (601) 336-6378.

"Mississippi Standard Specifications for Road and Bridge Construction, 2017 Edition" as referred to herein, may be purchased from the Mississippi Department of Transportation.

The Owner hereby notifies all Bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged and women's business enterprises will be afforded the full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

The Engineer is Neel-Schaffer, Inc., 704 Hardy Street, Hattiesburg, Mississippi 39401; Phone No. (601) 545-1565, Fax No. (601)-545-2267. Geoffrey Crosby, P.E. – Senior Project Manager.

The Owner reserves the right to reject any and all bids and to waive any informalities or irregularities therein.

BY: _____
City Clerk
City of Hattiesburg, Mississippi

DATES OF PUBLICATION:

DATE, 2021

DATE, 2021

*CONTRACT DOCUMENTS AND TECHNICAL
SPECIFICATIONS
FOR*

**EAST SIDE PARK COMBO BASEBALL
/FOOTBALL FIELD LIGHTING PROJECT**

FOR THE

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



OCTOBER 2021

PREPARED BY



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ADVERTISEMENT FOR BIDS

**EAST SIDE PARK COMBO BASEBALL/FOOTBALL FIELD LIGHTING PROJECT
CITY OF HATTIESBURG, MISSISSIPPI**

Sealed bids will be received by the City of Hattiesburg, at the City Clerk's office, Mississippi, hereafter referred to as Owner, located at 200 Forrest Street, Hattiesburg, Mississippi, 39401, until 10:00 A.M., Local Time, Thursday, **December 16**, 2021 for supplying all labor, equipment, and materials (as specified) necessary for the construction of the above referenced project. When bids are submitted electronically, the same requirements for submitting sealed bids shall apply. Electronic bids shall be submitted online at www.hattiesburgsbids.com and shall include a document representing the cover of the envelope containing the aforementioned criteria.

The above general outline of features of the work does not in any way limit the responsibility of the Contractor to perform all work and furnish all labor, equipment and materials required by the specifications and the drawings referred to therein.

Bidder must be qualified under Mississippi Law and show current Certificate of Responsibility issued by the Mississippi State Board of Public Contractors establishing his classification as to the value and type of construction on which he is authorized to bid.

Each Bidder shall write his Certificate of Responsibility Number on the outside of the sealed envelope containing his proposal.

Proposals shall be submitted in duplicate, sealed and deposited with the Owner prior to the hour and date hereinbefore designated. No bidder may withdraw his bid within 90 days after the actual date of the opening thereof. A duplicate proposal is not required if submitting bid electronically.

Awarding public contracts to non-resident Bidders will be on the same basis as the non-resident bidder's state awards contracts to Mississippi Contractors bidding under similar circumstances. In order to ensure that Mississippi's so-called Golden Rule is followed state law requires a non-resident bidder is to attach to his bid a copy of his resident state's current laws pertaining to such state's treatment of non-resident contractors.

Each Bidder must deposit with his proposal, a Bid Bond or Certified Check in an amount equal to five percent of his bid, payable to the Owner, as bid security. Bidders shall also submit a current financial statement, if requested, by the Owner. The successful bidder will be required to furnish a Payment Bond and Performance Bond each in the amount of 100 percent of the contract amount.

Bid documents are being made available via paper copy or pdf. All interested bidders are required to log-in or register for an account at www.hattiesburgsbids.com OR www.neel-schafferplans.com to view and order Bid Documents. All plan holders are required to have a valid email address for registration. Bid documents are non-refundable and must be purchased through the website. Questions regarding website registration and online orders please contact Plan House Printing at (601) 336-6378.

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The Owner hereby notifies all Bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged and women's business enterprises will be afforded the full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

The Engineer is Neel-Schaffer, Inc., 704 Hardy Street, Hattiesburg, Mississippi 39401; Phone No. (601) 545-1565, Fax No. (601)-545-2267. Geoffrey Crosby, P.E. – Senior Project Manager (Geoffrey.crosby@neel-schaffer.com).

The Owner reserves the right to reject any and all bids and to waive any informalities or irregularities therein.

BY: _____
City Clerk
City of Hattiesburg, Mississippi

DATES OF PUBLICATION:

November 10, 2021

November 17, 2021

INSTRUCTIONS TO BIDDERS

EAST SIDE PARK COMBO BASEBALL/FOOTBALL FIELD LIGHTING PROJECT CITY OF HATTIESBURG, MISSISSIPPI

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1. COORDINATION OF SPECIFICATIONS

Work under this Contract shall be performed in accordance with the Contract Documents, which includes General Conditions, Supplementary Conditions and Technical Specifications contained therein. Division 200 through 800 of the *Mississippi Standard Specifications for Road and Bridge Construction*, 2017 Edition (can be downloaded at www.gomdot.com) is made a part hereof as if it were attached hereto, except where superseded and/or supplemented by the technical specifications and special provisions contained herein.

2. DATE AND PLACE OF OPENING OF PROPOSALS

The date, time, and place for opening Proposals will be as set out in the published "Advertisement for Bids."

The Owner reserves the right to postpone the date for presentation and opening of Proposals and will give notice of any such postponement to each known prospective Bidder.

3. FORM FOR PROPOSALS

Proposals must be submitted on the forms furnished by the Owner and the envelope (if not submitted electronically) containing the Proposals must be addressed to:

City Clerk
City of Hattiesburg
200 Forrest Street
Hattiesburg, Mississippi 39401

The outside of the envelope (if not submitted electronically) containing the Proposal shall bear the inscription:

**SEALED BID FOR: EAST SIDE PARK COMBO BASEBALL/FOOTBALL
FIELD LIGHTING PROJECT
CITY OF HATTIESBURG, MISSISSIPPI**

BY _____

Certificate of Responsibility No. _____

State License No. _____

If Proposals are forwarded by the U.S. Postal Service, delivery shall be by Registered or Certified Mail.

4. PREQUALIFICATION

All Bidders must be in good standing with the Owner. Bidders who are not in good standing with the Owner will not be considered for award of the contract. Good standing includes, among other things: (a) whether Bidder has failed to successfully complete the work or punchlist items under another Owner contract; (b) whether Bidder is currently, or has been in the past five years, involved in litigation with the Owner regarding work under another Owner contract, either as a general contractor or subcontractor; (c) whether Bidder has been or is currently in default under another Owner contract the past five years. with the Owner; or (d) whether Bidder has failed to fulfill provisions of another Owner contract within the past five years.

5. CERTIFICATE OF RESPONSIBILITY

Prior to filing Bids on Owner projects (in excess of \$50,000), the prospective Bidder must obtain a Certificate of Responsibility from the Mississippi State Board of Public Contractors, establishing his classification as to the value and the type of construction on which he is authorized to bid. Application must be submitted to the Board at least 30 days prior to a regular Board meeting scheduled every Quarter on the first Tuesday of January, April, July and October.

6. ANNUAL LICENSE TO BID (Not Used)

7. CHARGES FOR PROPOSALS, PLANS AND SPECIFICATIONS

Prospective Bidders may obtain Proposal forms as stipulated in the "Advertisement for Bids." Charges are not set by the Engineer but by the website.

8. OMISSIONS AND DISCREPANCIES

Should a Bidder find discrepancies, errors or omissions in the Drawings or Specifications, or should he be in doubt as to the correctness of the Plan details, dimensions and layout, he should immediately notify the Engineer in order to permit checking and any necessary revisions or modifications.

9. ADDENDA

Prior to the date set for opening of Bids, the right is reserved, in the interests of the Owner, as it may require, to revise or amend the Contract Documents. Such revisions, if any, will be announced by an Addendum or Addenda, and copies of such Addenda will be furnished to all prospective Bidders who have purchased Plans and Specifications for acknowledgment. If the revisions and Addenda are of a nature which require material changes in quantities or prices Bid, or both, the date set for opening Bids may be postponed to enable Bidders to revise their Bids. In such case, the Addendum or Addenda will include an announcement of the new date for opening Bids.

10. INTERPRETATIONS

No oral interpretation made to any Bidder as to the meaning of the Contract Documents shall be considered an effective modification of any of the provisions of the Contract Documents. In order to ensure appropriate and concise responses, and avoid any misinterpretations, no verbal questions will

be received. Written requests for interpretation of the Plans and Specifications shall be submitted to the Engineer at least 10 days prior to opening of Proposals so that a formal decision can be given in writing to all known prospective Bidders in the form of an Addendum. The Contract Document contains the provisions required for the construction of the Project. Information obtained from an officer, agent, or employee of the Owner or any other person shall not affect the risks or obligations assumed by the Contractor or relieve him from fulfilling any of the conditions of the Contract.

11. BID SECURITY

All Bids shall be accompanied by a Bid Security in the form of a Certified Check upon a national or state bank or a Bid Bond made by a bonding company registered in the State of Mississippi, drawn and made payable to the Owner in an amount equal to five percent of the Bid. The Certified Check or Bid Bond must be enclosed in the same envelope with the Bid. Except as noted below, the Bid Security of all known unsuccessful Bidders will be returned promptly after a Notice of Award has been sent to the successful Bidder or in the event that all Bids are rejected.

The Bid Security of the next two lowest qualified Bidders will be retained until the Contract has been executed with the lowest qualified Bidder. The Bid Security of the successful Bidder will be returned when satisfactory Performance and Payment Bonds have been furnished and approved and the Contract executed.

12. GENERAL INFORMATION

Bidders shall inform themselves and comply with all pertinent Owner regulations and ordinances, State and Federal laws, licenses and tax liabilities which may in any manner affect their Bids and the prosecution of the work. The successful bidder will be responsible for obtaining all building, plumbing, and electrical permits required by the local city government. Special attention is directed to the rules and regulations published by the Mississippi State Tax Commission outlining certain taxes imposed on Contractors by the state of Mississippi.

13. REJECTION OF PROPOSAL

Proposals may be rejected in the case of any omission, alterations of forms, additions or conditions not called for, unauthorized alternate Bids, incomplete Bids, erasures or irregularities of any kind. Bids received conditioning their consideration or rejection upon Bids for the other work submitted by the same Bidder may be classed as irregular, unless the Contract Documents specifically invite or permit conditional or combination Bids. Bids in which the prices obviously are unbalanced may be rejected.

14. CONDITIONS OF WORK

Each Bidder must inform himself fully of the conditions relating to the construction of the Project and the employment of labor thereon. Failure to do so will not relieve a successful Bidder of his obligation to furnish all materials and labor necessary to carry out the provisions of his Contract. Insofar as possible, the Contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with the work of any other Contractor.

15. SECURITY FOR FAITHFUL PERFORMANCE

Simultaneously with his delivery of the Executed Contract, the Contractor shall furnish a

Performance Bond and a Payment Bond each in the sum of 100% of the Contract amount as security for faithful performance of his Contract and for the payment of all persons performing labor on the Project under his Contract and furnishing materials in connection with his Contract, as specified in the Contract Documents. The surety of such Bonds shall be issued by a duly authorized surety company listed on the Treasury Department's most current list Circular 570 (as amended) and satisfactory to the Owner.

Attorneys in fact who sign Bid Bonds or Payment Bonds and Performance Bonds must file with each bond a certified and effective dated copy of their Power of Attorney. Failure of the successful Bidder to execute the Contract and to supply the required bonds within 10 calendar days from the date that the Notice of Award is delivered, or within such extended period as the Owner may grant based upon reasons determined sufficient by the Owner, shall constitute a default, and the Owner, at his discretion, may either award the Contract to the next lowest qualified Bidder or readvertise for Bids, and may charge against the Bidder the difference between the amount for which a Contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the Bid Bond. If a more favorable bid is received by readvertising, the defaulting Bidder shall have no claim against the Owner for a refund. The Contractor's bond will not be released until all provisions of the Contract have been fulfilled.

16. INSURANCE

The Contractor will be required to carry the types and amounts of insurance named in the Contract Documents for the full life of the Contract.

17. SUBCONTRACTORS

Bidders are specifically advised that any person, firm or other party to whom it is proposed to award a Subcontract must be acceptable to the Owner. Nothing contained in the Contract Documents shall create any contractual relation between subcontractor and the Owner.

18. METHOD OF AWARD – LOWEST RESPONSIVE BIDDER

The Owner will award the Contract to the lowest and best Bid unless all Bids are rejected. The award will be based on the evaluation of the low bid for the total base bid or the total alternate bid as decided upon by the Owner.

The responsiveness of the low Bidder shall be determined by (1) the completeness and regularity of the Bidders Proposal; (2) the Bidders Proposal being without exclusions or special conditions; (3) the Bid Form having no alternative Bids for any item unless requested in the Technical Specifications; and (4) such other factors as may be considered under State law, Federal law or regulation.

The evaluation of the low bidder will be based on whether the Bidder (1) maintains a permanent place of business; (2) has adequate plant equipment to do the work properly and within the time limit that is established; (3) has adequate financial status to meet his obligations contingent to the work; (4) has adequate manpower and present workload is such that he can perform according to a reasonable schedule; and (5) such other factors as may be considered under State law, Federal law or regulation.

19. OBLIGATION OF BIDDER

At the time of the opening of Bids, each Bidder will be presumed to have inspected the site and to

have read and to be thoroughly familiar with the Plans and Contract Documents (including all Addenda).

The failure or omission of any Bidder to examine any form, instrument or document shall in no way relieve any Bidder from any obligation in respect to his Bid. Submission of Bid shall be accepted as prima facie evidence that Bidder has inspected the site and is familiar with the Plans and Contract Documents.

20. SUBSURFACE DATA

Not Used.

21. EXECUTION OF CONTRACT

If the successful Bidder is a corporation, the officer who signs the Contract shall furnish copies of the resolution of the Directors of the corporation authorizing him to sign the contract. Such resolution should bear the seal of the corporation.

Subject to the applicable provisions of law, the Contract shall be in full force and effect only from and after the date when a fully executed and approved counterpart thereof has been rendered or delivered, or both, to the Contractor or his duly authorized agent or representative. Deposit of said counterpart in the United States mail in an envelope or wrapper properly addressed shall constitute compliance with these provisions by the Owner.

22. INTERCHANGEABLE TERMS

The terms "Bid" and "Proposal" wherever they are used in the Contract Documents are interchangeable and have the same meaning. The terms "Contract" and "Agreement", are interchangeable and have the same meaning. The terms "Contract Drawings" and "Plans", are interchangeable and have the same meaning.

23. QUALIFICATIONS OF BIDDER, OWNER'S RIGHTS

The Owner may make such investigation as it deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by or investigation of such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein.

24. MATERIALS AND EQUIPMENT

Whenever materials or equipment are specified or described in the Contract Documents by using the name of a manufacturer, fabricator, supplier, or distributor, the naming of the item in this manner is intended to establish the type, function and quality required. Materials or equipment of other manufacturers, fabricators, suppliers, or distributors may be accepted by the Engineer if sufficient information is submitted by the Contractor to allow the Engineer to determine that the material or equipment proposed is equivalent to that named in the Contract Documents. Bidders are referred to Section 6.3 of the General Conditions regarding procedures for approval of substitute materials and equipment.

25. NON-RESIDENT BIDDERS

Awarding public contracts to non-resident Bidders will be on the same basis as the non-resident Bidder's state awards contractors to Mississippi Contractors bidding under similar circumstances. In order to ensure that Mississippi's so called "Golden Rule" is followed, state law requires a non-resident Bidder to attach to his bid a copy of his resident state's current laws pertaining to such state's treatment of non-resident contractors.

26. DESIGNATING OWNER AND ENGINEER

Any reference in the Contract Documents to the State of Mississippi, Mississippi Department of Transportation, Mississippi Transportation Commission, or any official thereof shall be interpreted to mean the City of Hattiesburg, Mississippi, the "Owner".

Any reference in the Standard Specifications to the Project Engineer, District Engineer, Office Engineer, or Engineer shall be interpreted to mean the Engineer for the City of Hattiesburg, Mississippi, Neel-Schaffer, Inc.

27. MATERIALS TESTING AND CONSTRUCTION STAKING

The Contractor shall be responsible for all testing of materials associated with the project. Materials shall be tested in accordance to the requirements and frequencies outlined in the *Mississippi Standard Specifications for Road and Bridge Construction* (2017 Edition), and shall be considered an absorbed item.

Contractor shall be responsible for all construction staking as specified (cost absorbed). Construction staking shall also include earthwork quantity calculations for applicable pay items

28. CONTRACT TIME

The Contractor shall commence the work required by the Contract Documents within 10 calendar days after the date of the Notice to Proceed and will retain substantial completion within **150** consecutive calendar days of the Notice to Proceed date unless the period for completion is extended otherwise by the Contract Documents.

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BIDDER'S PROPOSAL

EAST SIDE PARK COMBO BASEBALL/FOOTBALL FIELD LIGHTING PROJECT

CITY OF HATTIESBURG, MISSISSIPPI

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BIDDER'S PROPOSAL

**EAST SIDE PARK COMBO BASEBALL/FOOTBALL FIELD LIGHTING PROJECT
CITY OF HATTIESBURG, MISSISSIPPI**

DATE: _____, 20____

PROPOSAL OF _____
(Name of Bidder)

(Address of Bidder)

for construction of the East Side Park Combo Baseball/Football Field Lighting Project.

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

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

Gentlemen:

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

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

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

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

In accordance with the requirements of the Instructions to Bidders, Bid Forms, Federal Supplement to Bidder's Proposal, Technical Specifications, General Conditions, Supplementary Conditions, Contract Drawings, and any Addenda, I (we) propose to furnish all necessary materials, equipment, labor, tools and

other means of construction and will do all Work called for by the Contract Documents within the specified Contract Time. The following is my (our) itemized proposal for the project:

Prices Bid and Approximate Quantities – Base Bid						
EAST SIDE PARK COMBO BASEBALL/FOOTBALL FIELD LIGHTING PROJECT CITY OF HATTIESBURG, MISSISSIPPI						
Pay Item	Description	Qty	Unit	Unit Price	Price Extension	
1.0	East Side Park Combo Baseball/Football Field Lighting Project	1	Lump Sum	XXXX		
TOTAL BASE BID \$						

THE BIDDER'S TOTAL ABOVE IS HIS TOTAL BID BASED ON HIS UNIT PRICES AND LUMP SUM PRICES AND THE ESTIMATED QUANTITIES. THIS FIGURE IS FOR INFORMATION ONLY AT THE TIME OF OPENING BIDS. THE OWNER WILL MAKE THE BID TABULATION FROM THE UNIT PRICES AND LUMP SUM PRICES BID. IF THERE IS AN ERROR IN THE TOTAL BY THE BIDDER, IT SHALL BE CHANGED AS ONLY THE UNIT PRICES AND LUMP SUM PRICES SHALL GOVERN.

NOTE: FAILURE OF BIDDER TO INCLUDE PRICES FOR THE ALTERNATE BID ITEMS MAY RENDER HIS PROPOSAL NON-RESPONSIVE.

NOTE: Bids shall include sales tax and all other applicable taxes and fees.

I (We) further propose to execute the Contract Agreement as bound herein within ten working days after receipt of Contract Forms from the Owner and to complete the work within the contract time. I (We) agree to pay as liquidated damages the actual costs, expenses and other losses reasonably incurred by Owner for each consecutive calendar day beyond the specified Contract Time.

I (We) also propose to execute a Performance Bond and a Payment Bond, as shown in the Specifications, each in an amount of not less than one hundred percent (100%) of the total of my (our) Bid. These Bonds shall not only serve to guarantee the completion of the Work on my (our) part, but also to guarantee the excellence of both workmanship and materials until the Work is finally accepted.

I (We) enclose a Bid Bond or Certified Check for 5 percent of _____
_____, DOLLARS (\$_____))
(Base Bid Amount)

and hereby agree that in case of my (our) failure to execute the Contract and furnish the Bonds within ten calendar days after delivery of the Notice of Award, the amount of this check (Bid Bond) will be forfeited to the Owner as liquidated damages arising out of my (our) failure to execute the Contract as proposed.

It is understood that in case I (we) am (are) not awarded the Work, the Certified Check or Bid Bond submitted as Bid security will be returned as stipulated in the Contract Documents.

Bidder acknowledges receipt of the following Addenda:

No. _____	Dated _____	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____

Respectfully Submitted,

Contractor(s)

By: _____
Title

Address

BIDDER'S CORPORATE DECLARATION
(TO BE FILLED IN IF BIDDER IS A CORPORATION)

Date: _____, 20_____.

Our corporation is chartered under the Laws of the state of _____ and the names,
titles and business addresses of the executives are as follows:

President

Secretary

Treasurer

DECLARATION OF PARTNERSHIP

(To be filled in if a Bidder is a Partnership)

Our Partnership is composed of the following individuals:

Address

Address

NON-COLLUSION AFFIDAVIT

**EAST SIDE PARK COMBO BASEBALL/FOOTBALL FIELD LIGHTING PROJECT
CITY OF HATTIESBURG, MISSISSIPPI**

(THIS AFFIDAVIT MUST BE EXECUTED FOR THE BID TO BE CONSIDERED)

STATE OF _____)
COUNTY OF _____) ss.

_____ being first duly sworn,
(Person)
deposes and says that he is _____

(Sole owner, a partner, president, secretary, etc.)
of _____ the party making the foregoing Proposal or Bid;
(Name of Firm)

that such Bid is genuine and not collusive; that said Bidder is not financially interested in, or otherwise affiliated in a business way with any other bidder on the same contract; that said Bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to put in a sham bid, or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the Owner or any person or persons interested in the proposed contract; and that all statements contained in said Proposal or Bid are true; and further, that such Bidder has not, directly or indirectly submitted his Bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

Affiant

Sworn to and subscribed before me this _____ day of _____, 20_____.

Notary Public in and for

_____ County,

(SEAL)

My Commission Expires

_____, 20_____.

BID BOND

**EAST SIDE PARK COMBO BASEBALL/FOOTBALL FIELD LIGHTING PROJECT
CITY OF HATTIESBURG, MISSISSIPPI**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____ as Principal, and _____ as Surety, are hereby held and firmly bound unto the Owner, in the penal sum of \$ _____ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns. Signed this _____ day of _____, 20 _____.

The condition of the above obligation is such that whereas the Principal has submitted to the Owner, a certain bid, attached hereto and hereby made a part hereof to enter into a contract in writing for the above referenced project.

NOW THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to signed by their proper officers, the day and year first set forth above.

Contractor

SEAL

By:_____

Surety

SEAL

By:_____

PROPOSED SUBCONTRACTORS

**EAST SIDE PARK COMBO BASEBALL/FOOTBALL FIELD LIGHTING PROJECT
CITY OF HATTIESBURG, MISSISSIPPI**

The names and addresses of all persons and parties who will be utilized for subcontract Work in the foregoing Bidder's Proposal are listed below. (The Contractor must list all Subcontractors to be utilized on the Work. Failure to list Subcontractors may cause the Bidder's Proposal to be rejected by the Owner as non-responsive.) If the Bidder does not propose Subcontractors, so state.

NAME	ADDRESS

CONTRACT FORMS

EAST SIDE PARK COMBO BASEBALL/FOOTBALL FIELD LIGHTING PROJECT CITY OF HATTIESBURG, MISSISSIPPI

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CONTRACT

**EAST SIDE PARK COMBO BASEBALL/FOOTBALL FIELD LIGHTING PROJECT
CITY OF HATTIESBURG, MISSISSIPPI**

This Contract, made this the _____ day of _____, 20____, by and between the City of Hattiesburg, Mississippi, a municipal corporation, hereinafter called "Owner" and _____ doing business as a _____ located in _____ hereinafter called the "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. THE CONTRACTOR will commence and complete the "East Side Park Combo Baseball/Football Field Lighting Project" in strict accordance with the Contract Documents and the Contract Drawings.
2. The Contractor will commence the work required by the CONTRACT DOCUMENTS within 10 calendar days after the date of the NOTICE TO PROCEED and will attain Final Completion within the contract time stipulated in the INSTRUCTION TO BIDDERS unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
The Contractor agrees to pay, as liquidated damages, the actual damages, costs, losses and expenses reasonably incurred by Owner for each consecutive calendar day that he shall be in default in attaining Final Completion within the time stipulated as provided herein.
3. The term "CONTRACT DOCUMENTS" means and includes Advertisement for Bids, Instructions to Bidders, Bidder's Proposal, Bid Bond, Contract, Payment Bond, Performance Bond, General Conditions, Supplementary Conditions, Technical Specifications, Contract Drawings, Notice of Award, Notice to Proceed, Addenda (if any), and all subsequent Change Orders, Supplemental Agreements and/or other modifications as if formally recopied in this Contract.
4. The Contractor agrees to furnish all materials in place and to faithfully complete all of said work contemplated by this Contract in good and workmanlike manner, strictly in accordance with said Contract Documents, Contract Drawings and other requirements of the Owner, and to the complete satisfaction of the Owner or his authorized representatives, and in accordance with the Laws of the state of Mississippi and the Ordinances of the Owner, for which the Owner hereby agrees to pay and the Contractor agrees to accept a sum of money in current funds equal to the contract amount of _____ (\$ _____) plus the amount of any supplemental agreements and force accounts for extra work authorized and duly set forth in a written change order approved and executed by the Owner and set forth in the public minutes of the Owner and in full compensation for furnishing all materials, the doing of all work contemplated under the Contract, as well as all loss or damage, if any, arising out of the nature of the work, or the action of the weather, and any and all other unforeseen obstructions or difficulties that may be encountered in the prosecution of the same, the Contractor assuming all risks of every kind and description in the performance of this Contract.

-
5. The Contractor shall protect, indemnify and save harmless the Owner from and against any and all damage, loss, claims, judgments or expenses, including but not limited to reasonable attorney's fees, which the Owner may suffer or be subjected to by the performance of the work, including but without limitation injury to or death of any person whomever and destruction or damage to any property whatsoever.
 6. Attached hereto and made a part of this Contract is a Performance Bond, executed by a Surety Company doing business in the state of Mississippi, in the sum of

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

(\$_____).
 8. The Contractor agrees to allow the Owner, or any of their duly authorized representatives, access to any books, documents, papers and records of the Contractor which are directly pertinent to the project which is the subject of this Contract, for the purpose of making audits, examinations, excerpts and transcriptions, and Contractor agrees to insert an identical clause in any and all subcontracts.
 9. The Owner will pay to the Contractor in the manner and at such times and amounts as set forth in the Contract Documents.
 10. This Contract shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
 11. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the Owner shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. Notwithstanding the above, the Contractor shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the Contract by the Contractor and the Owner may withhold any payments to the Contractor until such time as the exact amount of damages due the Owner from the Contractor is determined.

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

OWNER

CONTRACTOR

BY _____

BY _____

ATTEST _____

ATTEST _____

(Seal)

(Seal)

PARTNERSHIP CERTIFICATE

State of _____

County of _____ Ss.

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

Notary Public in the

County of _____

State of _____

Notary Seal

My Commission Expires:

CORPORATE CERTIFICATE

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

Secretary

Corporate Seal

GENERAL INSTRUCTIONS FOR BONDS

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

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

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

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____

(Name of Owner)

(Address of Owner)

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

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

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

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

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

00500-7

extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this statement is executed in _____ counterparts, each one of which shall
(number)
be deemed an original, this the _____ day of _____, 20 _____.

ATTEST:

(Principal) Secretary
(Seal)

Principal
By _____

(Address)

Witness as to Principal

(Address)

Surety
By _____

ATTEST:

Witness as to Surety

(Address)

(Address)

NOTE: Date of BOND must not be prior to date of Contract.
 If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS THAT

(Name of Contractor)

(Address of Contractor)

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

and _____
(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____

(Name of Owner)

(Address of Owner)

hereinafter called OWNER, in the penal sum of _____
Dollars, \$(_____)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

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

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this statement is executed in _____ counterparts, each one of which shall
(number)
be deemed an original, this the _____ day of _____, 20 _____.

ATTEST:

(Seal) (Principal) Secretary

By Principal

(Address)

Witness as to Principal

(Address)

ATTEST:

Surety

By _____

Witness as to Surety

(Address)

(Address)

NOTE: Date of BOND must not be prior to date of Contract.
If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most
current list (Circular 570 as amended) and be authorized to transact business in the State
where the PROJECT is located.

NOTICE OF AWARD

Date _____

TO: _____

RE: East Side Park Combo Baseball/Football Field Lighting Project
 City of Hattiesburg, Mississippi

NOTICE OF AWARD

Gentlemen:

The Owner has considered the Proposal submitted by you for the above referenced Work in response to its Advertisement for Bids and Instructions to Bidders.

You are hereby notified that your Proposal has been accepted in the amount of \$_____.

You are required by the Instruction to Bidders to execute the Contract and furnish to the Owner the required Contractor's Performance Bond, Payment Bond and certificates of insurance within 10 calendar days from the date of delivery of this Notice to you. We have enclosed five copies of the necessary contract forms and bond forms. Please return all five copies of these documents to the offices of Neel-Schaffer, 704 Hardy Street, Hattiesburg, MS 39401.

If you fail to execute said Contract and to furnish said Bonds within 10 days from the date of delivery of this Notice, the Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your proposal as abandoned and as a forfeiture of your Bid Bond. The Owner will be entitled to such other rights as may be granted by Law.

You are required by the General Conditions and Supplementary Conditions to submit to Neel-Schaffer, Inc. an estimated progress schedule, a preliminary schedule of Shop Drawing submissions and a preliminary schedule of values of the Work within 10 days after the effective date of this Contract, all in accordance with Article 2.5 of the General Conditions.

You are required to return an acknowledged copy of this Notice of Award directly to the City of Hattiesburg, Mississippi, Attention: Lamar Rutland, P.E., and to Neel-Schaffer, Inc.

Sincerely,

NEEL-SCHAFFER, INC.

Geoffrey Crosby, P.E.
Senior Project Manager

c: Lamar Rutland, P. E.
City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by _____ this, the
_____ day of _____, 20_____.

By _____

Title _____

NOTICE TO PROCEED

Date _____

To: _____

Attention: _____

REFERENCE: EAST SIDE PARK COMBO BASEBALL/FOOTBALL FIELD LIGHTING PROJECT
CITY OF HATTIESBURG, MISSISSIPPI

Dear _____:

You are hereby notified to commence Work in accordance with the Contract dated _____, on or before _____. You are to complete the Work within _____ consecutive calendar days from the effective date of this Notice to Proceed. The date of Final Completion is therefore _____. Liquidated damages in the amount of the actual damages, costs, losses and expenses reasonably incurred by the OWNER per calendar day for each day the Work has not achieved Final Completion after _____ will be imposed unless the contract time is otherwise adjusted for due cause by change orders to the Contract. Liquidated Damages, as defined herein, will be assessed unless the Contract Time is otherwise adjusted for due cause by change order to the Contract.

The engineering firm of Neel-Schaffer, Inc. will act as the Engineer on behalf of the City of Hattiesburg, Mississippi for the work to be performed under the contract. Geoffrey Crosby, P.E., of Neel-Schaffer, Inc. will be the designated representative of the Engineer.

Please return a copy of this NOTICE TO PROCEED and ACCEPTANCE OF NOTICE to the undersigned and to Neel-Schaffer, Inc., indicating your receipt of this document in the space provided below.

Sincerely,

City of Hattiesburg, Mississippi

Mayor Toby Barker

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED

is hereby acknowledged by _____

this, the _____ day

of _____, 20_____.

By _____

Title _____

CONTRACT CHANGE ORDER

OWNER: _____ PROJECT NAME: _____

CONTRACTOR: _____

DATE: _____

CHANGE ORDER NUMBER: _____ CONTRACT NUMBER: _____

REASON FOR CHANGE: _____

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

ITEM NO.	DESCRIPTION OF CHANGE(S) (QUANTITIES, ETC.)	QTY	UNIT COST	TOTAL CONTRACT
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00

TOTAL CONTRACT CHANGE	\$
	TOTAL CONTRACT
ORIGINAL CONTRACT AMOUNT:	\$
CURRENT CONTRACT AMOUNT:	\$
THIS CONTRACT CHANGE	
REVISED CONTRACT AMOUNT:	\$
CURRENT CONTRACT COMPLETION DATE:	
TIME EXTENSION REQUIRED BY CHANGE:	
REVISED CONTRACT COMPLETION DATE:	
THIS DOCUMENT SHALL BE AN AMENDMENT TO THE CONTRACT AND ALL PROVISIONS OF THE CONTRACT WILL APPLY. RECOMMENDED BY: _____ ENGINEER _____ DATE _____ NEEL-SCHAFFER, INC. ACCEPTED BY: _____ CONTRACTOR _____ DATE _____ ACCEPTED BY: _____ CITY OF HATTIESBURG _____ DATE _____	

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

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By



PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
a practice division of the
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AMERICAN COUNCIL OF ENGINEERING COMPANIES

AMERICAN SOCIETY OF CIVIL ENGINEERS

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The Associated General Contractors of America



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1420 King Street, Alexandria, VA 22314

American Council of Engineering Companies
1015 15th Street, N.W., Washington, DC 20005

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

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

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GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

30. *PCBs*--Polychlorinated biphenyls.

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

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

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

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

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

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

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

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

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

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

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

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

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

administrative requirements and procedural matters applicable thereto.

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

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

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

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

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

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

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

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

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

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

1.02 Terminology

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

B. Intent of Certain Terms or Adjectives

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

C. Day

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

D. Defective

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

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

E. Furnish, Install, Perform, Provide

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

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

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

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

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

ARTICLE 2 - PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

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

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

2.02 *Copies of Documents*

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

2.03 *Commencement of Contract Times; Notice to Proceed*

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

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

2.04 *Starting the Work*

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

2.05 *Before Starting Construction*

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

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

2. a preliminary Schedule of Submittals; and

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

2.06 *Preconstruction Conference*

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

2.07 *Initial Acceptance of Schedules*

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

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

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

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

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

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

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

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

3.02 *Reference Standards*

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

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

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

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

3.03 *Reporting and Resolving Discrepancies*

A. Reporting Discrepancies

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

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

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

B. Resolving Discrepancies

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

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

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

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

3.04 *Amending and Supplementing Contract Documents*

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

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

1. A Field Order;

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

3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

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

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

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

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

3.06 *Electronic Data*

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

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

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

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

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

4.01 *Availability of Lands*

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

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

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

4.02 *Subsurface and Physical Conditions*

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

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

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

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

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

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

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

4.03 *Differing Subsurface or Physical Conditions*

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

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

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

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

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

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

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

C. Possible Price and Times Adjustments

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

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

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

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

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

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

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

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

4.04 *Underground Facilities*

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

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

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

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

B. *Not Shown or Indicated*

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

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

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

4.05 *Reference Points*

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

4.06 *Hazardous Environmental Condition at Site*

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 5 - BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

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

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

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

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

5.02 *Licensed Sureties and Insurers*

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

5.03 *Certificates of Insurance*

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

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

5.04 *Contractor's Liability Insurance*

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

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

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

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

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

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

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

b. by any other person for any other reason;

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

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

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

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

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

3. include completed operations insurance;

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

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

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

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

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

5.05 *Owner's Liability Insurance*

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

5.06 *Property Insurance*

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

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

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

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

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

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

6. include testing and startup; and

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

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

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

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

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

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

5.07 *Waiver of Rights*

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

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

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

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

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

5.08 *Receipt and Application of Insurance Proceeds*

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

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

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

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

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

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

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

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

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

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

received from the superintendent shall be binding on Contractor.

6.02 *Labor; Working Hours*

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

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

6.03 *Services, Materials, and Equipment*

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

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

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

6.04 *Progress Schedule*

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

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

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

6.05 *Substitutes and "Or-Equals"*

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

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

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

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

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

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

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

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

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

2. Substitute Items

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

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

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

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

1) shall certify that the proposed substitute item will:

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

b) be similar in substance to that specified, and

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

2) will state:

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

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

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

3) will identify:

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

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

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

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

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

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

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

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

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

6.06 *Concerning Subcontractors, Suppliers, and Others*

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

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

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

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

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

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

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

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

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

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

6.07 *Patent Fees and Royalties*

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

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

6.08 *Permits*

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

6.09 *Laws and Regulations*

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

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

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

6.10 *Taxes*

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

6.11 *Use of Site and Other Areas*

A. Limitation on Use of Site and Other Areas

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

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

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

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

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

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

6.12 *Record Documents*

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

6.13 *Safety and Protection*

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

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

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

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

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

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

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

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

6.14 *Safety Representative*

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

6.15 *Hazard Communication Programs*

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

6.16 *Emergencies*

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

6.17 *Shop Drawings and Samples*

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

1. Shop Drawings

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

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

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

a. Submit number of Samples specified in the Specifications.

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

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

C. Submittal Procedures

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

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

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

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

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

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

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

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

D. Engineer's Review

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

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

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

E. Resubmittal Procedures

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

6.18 Continuing the Work

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

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

6.19 Contractor's General Warranty and Guarantee

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

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

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

2. normal wear and tear under normal usage.

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

1. observations by Engineer;

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

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

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

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

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

7. any correction of defective Work by Owner.

6.20 Indemnification

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

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

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

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

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

6.21 *Delegation of Professional Design Services*

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

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

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

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

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

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

ARTICLE 7 - OTHER WORK AT THE SITE

7.01 *Related Work at Site*

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

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

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

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

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

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

7.02 *Coordination*

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

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

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

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

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

7.03 *Legal Relationships*

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

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

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

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

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

8.02 *Replacement of Engineer*

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

8.03 *Furnish Data*

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

8.04 *Pay When Due*

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

8.05 *Lands and Easements; Reports and Tests*

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

8.06 *Insurance*

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

8.07 *Change Orders*

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

8.08 *Inspections, Tests, and Approvals*

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

8.09 *Limitations on Owner's Responsibilities*

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

8.10 *Undisclosed Hazardous Environmental Condition*

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

8.11 *Evidence of Financial Arrangements*

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

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Owner's Representative*

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

9.02 *Visits to Site*

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

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

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

9.03 *Project Representative*

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

9.04 *Authorized Variations in Work*

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

9.05 *Rejecting Defective Work*

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

9.06 *Shop Drawings, Change Orders and Payments*

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

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

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

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

9.07 *Determinations for Unit Price Work*

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

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

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

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

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

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

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

9.09 *Limitations on Engineer's Authority and Responsibilities*

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

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

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

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

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

ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

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

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

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

10.02 *Unauthorized Changes in the Work*

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

10.03 *Execution of Change Orders*

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

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

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

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

10.04 *Notification to Surety*

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

10.05 *Claims*

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

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

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

1. deny the Claim in whole or in part,

2. approve the Claim, or

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

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

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

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

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

11.01 *Cost of the Work*

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

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

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

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

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

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

5. Supplemental costs including the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11.02 Allowances

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

B. Cash Allowances

1. Contractor agrees that:

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

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

C. Contingency Allowance

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

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

11.03 Unit Price Work

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

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

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

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

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

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

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

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

12.01 *Change of Contract Price*

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

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

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

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

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

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

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

1. a mutually acceptable fixed fee; or

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

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

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

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

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

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

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

12.02 *Change of Contract Times*

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

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

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

12.03 *Delays*

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

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

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

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

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

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

13.01 *Notice of Defects*

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

13.02 *Access to Work*

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

13.03 *Tests and Inspections*

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

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

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

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

3. as otherwise specifically provided in the Contract Documents.

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

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

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

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

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

13.04 *Uncovering Work*

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

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

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

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

13.05 *Owner May Stop the Work*

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

13.06 *Correction or Removal of Defective Work*

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

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

13.07 *Correction Period*

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

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

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

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

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

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

13.08 *Acceptance of Defective Work*

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

13.09 *Owner May Correct Defective Work*

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

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

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

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

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

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

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

14.02 *Progress Payments*

A. Applications for Payments

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

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

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

B. Review of Applications

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

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

a. the Work has progressed to the point indicated;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

C. Payment Becomes Due

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

D. Reduction in Payment

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

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

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

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

14.03 Contractor's Warranty of Title

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

14.04 Substantial Completion

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

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

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

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

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

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

14.05 *Partial Utilization*

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

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

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

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

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

14.06 *Final Inspection*

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

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

14.07 *Final Payment*

A. Application for Payment

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

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

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

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

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

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

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

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

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

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

C. Payment Becomes Due

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

14.08 *Final Completion Delayed*

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

14.09 *Waiver of Claims*

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

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

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

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

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

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

15.02 *Owner May Terminate for Cause*

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

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

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

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

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

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

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

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

3. complete the Work as Owner may deem expedient.

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

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

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

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

15.03 *Owner May Terminate For Convenience*

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

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

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

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

4. reasonable expenses directly attributable to termination.

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

15.04 *Contractor May Stop Work or Terminate*

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

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

ARTICLE 16 - DISPUTE RESOLUTION

16.01 *Methods and Procedures*

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

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

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

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

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

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

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

ARTICLE 17 - MISCELLANEOUS

17.01 *Giving Notice*

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

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

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

17.02 *Computation of Times*

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

17.03 *Cumulative Remedies*

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

17.04 *Survival of Obligations*

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

17.05 *Controlling Law*

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

17.06 *Headings*

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

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14.	Suspension of Work and Termination	00800-7
15.	Methods and Procedures	00800-7

SUPPLEMENTARY CONDITIONS

1. Definitions

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

2. Commencement of Contract Time: Notice to Proceed

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

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

3. Before Starting Construction

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

4. Preconstruction Conference

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

5. Subsurface and Physical Conditions

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

DIFFERING SITE CONDITIONS PROVISION:

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

6. Insurance Requirements

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

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

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

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

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

7. Contractor's Responsibilities

Delete Paragraph 6.02.B in its entirety.

8. Record Documents

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

9. Limitations on ENGINEER'S Responsibilities

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

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

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

10. Change of the Contract Time

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

11. Payments to **CONTRACTOR**

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

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

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

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

Delete Paragraph 14.09.A.2 in its entirety.

12. List of Contract Drawings: Not Used.

13. Liquidated and Special Damages

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

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

When the Contractor fails to complete the work within the time stipulated, a deduction will be made of \$750 a day from the money due the Contractor not as a penalty but as liquidated damages. The Contractor and the Contractor's Sureties shall be liable for all liquidated damages in excess of money due the Contractor

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

14. Suspension of Work and Termination

In Paragraph 15.04.A delete the following words: "or Engineer fails to act on any Application for Payment within thirty days, after it is submitted" and add the words "if the". In Paragraph 15.04.B delete the following words: "if Engineer has failed to act on an Application for Payment within thirty days after it is submitted" and add the words "if the".

16. Methods and Procedures

Delete sentence 16.01.C.2 in its entirety

*** * END OF SECTION * ***

SECTION 01010
SUMMARY OF WORK

PART 1 GENERAL

1.01 Location of Work

All of the work of this Contract is located in public right-of-way or on easements and property owned or obtained by the Owner.

1.02 Work to be Done

- A. The CONTRACTOR shall furnish all labor, materials, equipment, tools, services and incidentals to complete all work required by these Specifications and as shown on the Drawings.
- B. The CONTRACTOR shall perform the work complete, in place, and ready for continuous service, and shall include repairs, testing, permits, cleanup, replacements and restoration required as a result of damages caused during this construction.
- C. All materials, equipment, skills, tools and labor which are reasonably and properly inferable and necessary for the proper completion of the work in a substantial manner and in compliance with the requirements stated or implied by these Specifications or Drawings shall be furnished and installed by the CONTRACTOR without additional compensation, whether specifically indicated in the Contract Documents or not.
- D. The CONTRACTOR shall comply with all county, state, federal, and other codes which are applicable to the proposed construction work.

1.03 General Description of Work to be Performed

- A. The Work included in the Contract shall be as described in the Contract Documents.
- B. All work shall be done as described in the Specifications and as shown on the Drawings, complete, tested and ready for operation.

1.04 Work Sequence

- A. All work to be done under the Contract shall be done with minimum inconvenience to the OWNER. The CONTRACTOR shall coordinate his work with private property owners such that existing drainage, water service, sewer service and garbage pickup and other public services are maintained at all times.
- B. Construct Work in stages to accommodate the OWNER'S use of the premises during the construction period; coordinate the construction schedule and operations with the ENGINEER.
- C. Construct the Work in stages to provide for public convenience. Do not close off public

access until completion of one stage of construction will provide alternative usage.

1.05 Construction Areas

- A. CONTRACTOR shall limit his use of the construction areas for Work and for storage, to allow for:
 - 1. Work by other contractors.
 - 2. OWNER use.
 - 3. Public use.
- B. Coordinate use of work site under direction of ENGINEER.
- C. Assume full responsibility for the protection, security and safekeeping of products under this Contract stored on the site.
- D. Move any stored products, under CONTRACTOR'S control which interfere with operations of the OWNER or other contractors.
- E. Obtain and pay for the use of additional storage or work areas needed for operations.

1.06 Owner Occupancy

- A. OWNER will have full access to and use of all existing sewer facilities during the entire period of construction for the conduct of his normal operations. Cooperate with ENGINEER in all construction operations to minimize conflict and to facilitate OWNER usage.
- B. CONTRACTOR shall at all times conduct his operations as to insure the least inconvenience to the general public.

1.07 Partial Owner Occupancy

The CONTRACTOR shall schedule his operations for completion of portions of the Work, as designated, for the OWNER'S occupancy prior to Substantial Completion of the entire Work.

1.08 Plans and Specifications

- A. Specifications: The Technical Specifications consist of three parts: General, Products, and Execution. The General section contains general requirements which govern the work. The Products and Execution sections modify and supplement these by detailed requirements of the work and shall always govern whenever there appears to be a conflict.
- B. Intent:
 - 1. All work called for in the Specifications applicable to the Contract but not shown on the Plans in their present form or vice versa shall be of like effect as if shown or mentioned in both. Work not specified in either the Plans or in the Specifications but involved in carrying out their intent or in the complete and proper execution of the work is required and shall be performed by the CONTRACTOR as though it were specifically delineated or described at the CONTRACTOR'S expense.
 - 2. The apparent silence of the Specifications as to any detail, or the apparent omission

from them of a detailed description concerning any work to be done and materials to be furnished, shall be regarded as meaning that only the best general practice is to prevail and that only material and workmanship of the best quality is to be used, and interpretation of these Specifications shall be made upon that basis.

- C. Conflict between Drawings and Specifications. Where an obvious conflict exists between the Plans and Specifications, the ENGINEER shall decide which governs and the CONTRACTOR shall comply with the decision. Such decision shall not be grounds for additional payment to the CONTRACTOR, i.e., the CONTRACTOR shall include the price of the most expensive alternative in his bid.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**** END OF SECTION ****

SECTION 01025

MEASUREMENT AND PAYMENT

PART 1 – GENERAL

1.01 Scope of Work

- A. Lump Sum Contract Basis: Payment of the lump sum established in the Bidding and Contract Documents for the East Side Park Combo Baseball/Football Field Lighting Project for the City of Hattiesburg, Mississippi, shall be full compensation for furnishing and/or installing all labor, materials, equipment and incidentals required to complete the construction of the facilities and supporting systems, complete as specified and indicated on the drawings.
- B. Alternates: None.
- C. Schedule of Values: The schedule of unit prices submitted in accordance with Section 01026 are subject to approval and acceptance by the OWNER. If acceptable, the unit prices will be used as the basis for adjustment of the Contract price in the event that the Scope of Work is expanded or reduced.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

**** END OF SECTION ****

SECTION 01026

SCHEDULE OF VALUES

PART 1 GENERAL

1.01 Requirements Included

The Schedule of Values is an itemized list that establishes the value or cost of each part of the work as defined in Section 01025, Part 1.04. All other work shall be paid according to the Prices Bid Table. It shall be used as the basis for preparing progress payments and may be used as a basis for negotiations concerning additional work or credits which may arise during the construction. Quantities and unit prices may be included in the schedule when approved by or required by the ENGINEER.

1.02 Preparation

- A. Schedule shall show breakdown of labor, materials equipment and other costs used in preparation of the Bid.
- B. Costs shall be in sufficient detail to indicate separate amounts for each Section of the Specifications.
- C. CONTRACTOR may include items for bond, insurance, temporary facilities and job mobilization within the mobilization bid item.
- D. Schedule of Values shall be prepared on 8-1/2 inch by 11 inch white paper.
- E. Use Table of Contents of the Specifications as basis for Schedule format and identify each item with number and title in the Table of Contents. List sub-items of major products or systems as appropriate or when requested by ENGINEER.
- F. When requested by ENGINEER, support values with data that will substantiate their correctness.
- G. The sum of the individual values shown on the Schedule of Values must equal the total Contract Price.
- H. The manner in which overhead and profit are shown shall be supported by the ENGINEER.
- I. Schedule shall show the purchase and delivery costs for materials and equipment that the CONTRACTOR anticipates he shall request payment for prior to their installation.

1.03 Submittal

Submit two copies of Schedule to ENGINEER for approval at least 20 days prior to submitting first application for a progress payment. After review by ENGINEER, revise and resubmit Schedule as required until it is approved.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**** END OF SECTION ****

SECTION 01027

APPLICATIONS FOR PAYMENT

PART 1 GENERAL

1.01 Requirements Included

Submit Applications for Payment to the ENGINEER in accordance with the General Conditions and in the form required by the OWNER.

1.02 Format and Data Required

- A. Submit applications typed with itemized Schedule of Values data typed on 8-1/2 inch x 11 inch white continuation sheets.
- B. Provide detailed substantiating data on additional sheets, including paid invoices where applicable.

1.03 Preparation of Application for Progress Payments

- A. Application Form:
 - 1. Fill in required information, including that for Change Orders executed prior to date of submittal of application.
 - 2. Fill in summary of dollar values to agree with respective totals indicated on continuation sheets.
 - 3. Execute certification with signature of a responsible officer of the CONTRACTOR.
- B. Continuation Sheets:
 - 1. Fill in total list of all scheduled component items of work, with item number and scheduled dollar value for each item.
 - 2. Fill in dollar value in each column for each scheduled line item when work has been performed or products stored. Round off values to the nearest dollar or as specified for Schedule of Values.
 - 3. List each Change Order executed prior to date of submission by Change Order Number and description.
 - 4. To receive payment for materials stored on site, submit copies of the original paid invoices with the application for payment.

1.04 Substantiating Data for Progress Payments

- A. Provide substantiating data containing suitable information for review of costs requested with the applications for progress reports identifying:
 - 1. The payment item to which the substantiating data applies.
 - 2. Application number and date.
 - 3. Detailed list of enclosures.
 - 4. For stored materials:
 - a. Item number and identification as shown on application.
 - b. Description of specific material and invoice of delivered material.

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- c. Consolidated inventory of stored materials showing:
 - (1) Materials received.
 - (2) Materials used.
 - d. Additional stored materials may not be claimed upon reaching 75% completion of the total project.
 - e. Stored Materials shall be inventoried jointly prior to each pay request.
 - B. Submit one copy of data for each copy of application for payment.
 - C. The CONTRACTOR is to maintain an updated set of record drawings in accordance with Section 01720. As a prerequisite for monthly progress payments, the CONTRACTOR is to exhibit the updated record drawings for review by the OWNER and the ENGINEER.
 - D. Construction photographs as required by Section 01380 will be submitted with each progress payment and shall be considered a part of that payment request.
 - E. Updated construction schedule showing work completed and work projected by month to the completion of the project.

1.05 Preparation of Application for Final Payment

- A. Fill in application form as specified for progress payments.
- B. Use continuation sheet for presenting the final statement of accounting.

1.06 Submittal Procedure

- A. Submit applications for payment to the ENGINEER at the times stipulated in the General Conditions.
- B. Initially a pencil draft application shall be informally submitted to the ENGINEER who shall review the draft with the CONTRACTOR and make adjustments as appropriate. The CONTRACTOR shall then prepare a formal typed application using the informally approved amounts and submit three (3) complete sets to the ENGINEER.
- C. When the ENGINEER finds the application properly completed and correct, as informally approved, he will transmit it to the OWNER for payment with a copy to the CONTRACTOR.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**** END OF SECTION ****

SECTION 01030

SPECIAL PROJECT PROCEDURES

PART 1 GENERAL

1.01 WORKMANSHIP, MATERIAL AND EQUIPMENT

- A. When a particular product is specified or called for, it is intended and shall be understood that the Contractor include those products in his bid. Should the Contractor desire to substitute products which he purports to be equal to those specified, the Contractor shall furnish information as described in Section 00700, General Conditions, The alternative products(s) submitted by the Contractor shall meet the requirements of the specifications and shall, in all respects, be equal to the products specified by name herein.
- B. All apparatus, mechanism, equipment, machinery, and manufactured articles for incorporation into the Work shall be new and unused and the standard products of recognized reputable manufacturers.

1.02 PROVISIONS FOR CONTROL OF EROSION AND POLLUTANTS

Sufficient precautions shall be taken during construction to minimize the runoff of polluting substances such as silt, clay, fuels, oils, bitumens, calcium chloride, or other materials harmful to humans, fish, or other life, into the ground and surface waters of the state. Contractor will give all notices and comply with all laws, notices, ordinances, rules and regulations applicable to the work, without exception.

1.03 ON-SITE STORAGE

The Contractor's attention is invited to special storage requirements and possible charges for noncompliance of on-site storage requirements for materials and equipment as specified in Section 01600.

1.04 INCLEMENT WEATHER

- A. In the event of inclement weather, or whenever Engineer shall direct, Contractor and Subcontractors will protect carefully the work and materials against damage or injury from the weathers, including sudden rises in flows due to storms outside the immediate construction zone. Damaged Work and materials shall be removed and replaced. If, in the opinion of Engineer, any portion of Work or materials shall have been damaged or injured by reason of failure on the part of the Contractor or Subcontractors to so protect the Work, no additional time for removal and replacement will be given by the Owner.

1.05 WARRANTIES

- A. All work supplied under the Contract shall be warranted for a period of one (1) year or such longer period of time as may be prescribed by any special guarantee required by Change Orders or issued by Subcontractor, suppliers, or manufacturers, from the date of acceptance for operations (beneficial use) by the Owner as specified in Section 01740, Warranties and Bonds.
- B. The work shall be warranted to be free from defects in workmanship, design and materials. If any part of the work should fail during warranty period, it shall be replaced or restored to service at no expense to the Owner.

1.06 CONSTRUCTION CONDITIONS

The Contractor shall strictly adhere to the specific requirements of the governmental units(s) or agency(ices) having jurisdiction over the work. Wherever there is a difference in the requirements of a jurisdictional body and these Specifications, the more stringent shall apply.

1.07 PUBLIC NUISANCE

The Contractor shall not create a public nuisance, including, but not limited to, encroachment on adjacent lands, flooding of adjacent lands, or excessive noise.

1.08 SUSPENSION OF WORK DUE TO WEATHER

During inclement weather, all work which might be damaged or rendered inferior by such weather conditions shall be suspended. The orders and decisions of the Engineer as to suspensions shall be final and binding. The authority of the Engineer to issue such an order shall not be interpreted as a requirement to do so. During suspension of the work from any cause, the work shall be suitably covered and protected so as to preserve it from injury by the weather. Notwithstanding this provision, it is understood and agreed that the General Conditions shall control.

1.09 RELOCATIONS

The Contractor shall be responsible for the relocation of structures, including, but not limited to, light poles, signs, sign poles, fences, mailboxes, piping, conduits and drains that interfere with the positioning of the work as set out on the Drawings. The cost of all such relocations shall be included in the bid.

1.10 SALVAGE

Any existing equipment or materials, including, but not limited to, valves, pipes, fittings, couplings, etc., which are removed or replaced as a result of construction under this project may be designated as salvage by the Engineer and, if so, shall be removed and delivered to the Owner at a location directed by the Engineer.

1.11 PERMITS

Upon notice of award, the Contractor shall immediately apply for all applicable permits not previously obtained by the Owner to do the work from the appropriate governmental agency or agencies. No work shall commence until all applicable permits have been obtained and copies delivered to the Engineer. The costs for obtaining all permits shall be borne by the Contractor.

1.12 HAZARDOUS LOCATION

- A. The existing wet wells, manholes, sewers, force mains, pipes, and other related areas are hazardous locations in that explosive concentrations of sewage gas may be present. The Contractor is cautioned that the above areas, especially the wet well, may be deficient in oxygen. Checks shall be made by the Contractor whenever personnel are working in these areas to insure that adequate ventilation has been provided.
- B. In his operations in hazardous locations, the Contractor shall use spark-proof tools and explosion-proof temporary lighting and shall not use electric power tools, open flame devices, electric welding or any device or methods which might conceivably cause ignition or explosion.
- C. If a working is atmosphere is unsafe, the Contractor shall furnish, install, operate, and later remove such temporary auxiliary ventilating facilities as are necessary to provide a safe atmosphere.
- D. The Contractor shall also instruct and caution his employees and the employees of his subcontractors to avoid smoking while in the hazardous areas. Suitable prominent "No Smoking" signs shall be placed at locations where sewage gas could be present.

1.13 NOTIFICATION OF WORK ON EXISTING FACILITIES

Before commencing work on any of the existing structures or equipment, the Contractor shall notify the Engineer, in writing, at least ten (10) calendar days in advance of the date he proposes to commence such work.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

*** * END OF SECTION * ***

SECTION 01041

PROJECT COORDINATION

PART 1 GENERAL

1.01 Work Progress

The CONTRACTOR shall furnish personnel and equipment which will be efficient, appropriate, and large enough to secure a satisfactory quality of work and a rate of progress which will insure the completion of the work within the time stipulated in the contract. If at any time such personnel appear to the ENGINEER to be inefficient, inappropriate, or insufficient for performing the quality of work required or for producing the rate of progress aforesaid, he may order the CONTRACTOR to increase the efficiency, change the character or increase the personnel and equipment, and the CONTRACTOR shall conform to such order at his own expense. Failure of the ENGINEER to give such order shall in no way relieve the CONTRACTOR of his obligations to perform the work at the specified quality and rate of progress.

1.02 Private Land

The CONTRACTOR shall not enter or occupy private land outside of the OWNER'S land, right-of-ways, or servitudes except by written permission of both the OWNER and the Owner of the private land. Such permission shall be obtained by and at the expense of the CONTRACTOR and at no additional cost to the OWNER.

1.03 Work Locations

Work shall be located substantially as indicated on the Drawings, but the Engineer reserves the right to make such modifications in locations as may be found desirable to avoid interference with existing structures or for other reasons.

1.04 Open Excavations

All open excavations shall be adequately safeguarded by providing temporary barricades, caution signs, lights and other means to prevent accidents to persons and damage to property. The CONTRACTOR shall, at his own expense, provide suitable and safe bridges and other crossings for accommodating travel by the public, OWNER'S and ENGINEER'S personnel, and workmen.

1.05 Test Pits

Test pits for the purpose of locating underground utilities or structures which may interfere with installation of the Work shall be excavated in advance of the Work and backfilled by the CONTRACTOR. Test pits shall be backfilled immediately after their purpose has been satisfied and maintained in a manner satisfactory to the ENGINEER. The costs for such test pits shall be included in the cost of the work for which the test pits benefit.

1.06 Water for Construction Purposes

-
- A. In locations where public water supply is available, the CONTRACTOR shall purchase water for all construction purposes.
 - B. The CONTRACTOR shall make his own arrangements and pay all costs for connections to public water systems and for water used. Existing OWNER supplies or connections shall not be used without prior approval by OWNER.

1.07 Maintenance of Flow

The CONTRACTOR shall maintain the flow of sewers, drains, and water courses interrupted during the progress of the Work, including complete pumped bypass systems where necessary. The CONTRACTOR shall immediately remove all offensive matter. The entire procedure of maintaining existing flow shall be fully discussed with the ENGINEER well in advance of the interruption of any flow. All temporary works installed for flow maintenance shall be removed when the permanent work is finished and the areas cleaned and restored to good condition.

1.08 Protection of Construction and Equipment

- A. All newly constructed work shall be carefully protected from injury in any way. No wheeling or walking or placing of heavy loads on it shall be allowed. All portions of the work injured shall be reconstructed by the CONTRACTOR at his own expense.
- B. All structures shall be protected in a suitable manner. Should any parts of the structures become heaved, cracked or otherwise damaged, all such damaged portions of the work shall be completely repaired and made good by the CONTRACTOR at his own expense and to the satisfaction of the ENGINEER. If, in the final inspection of the work, any defects, faults or omissions are found, the CONTRACTOR shall cause the same to be repaired or removed and replaced by proper materials and workmanship without extra compensation for the materials and labor required. Further, the CONTRACTOR shall be fully responsible for the satisfactory maintenance and repair of the construction and other work undertaken herein for at least the guarantee period described in the contract.
- C. The CONTRACTOR shall take all necessary precautions to prevent damage to any structure due to water pressure (groundwater or surface water) during and after construction and until such structure is accepted and taken over by the OWNER.
- D. The CONTRACTOR is responsible for security of the site. Security of all equipment, material, tools, machinery, supplies, structures, buildings, vehicles and offices is the responsibility of the CONTRACTOR. Measures to affect job site security and limit unauthorized access, including temporary fencing, security guards, and other measures are the responsibility of the CONTRACTOR at his expense.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**** END OF SECTION ****

SECTION 01041.1

UTILITIES COORDINATION

PART 1 GENERAL

1.01 UTILITIES

Utilities for the purpose of these specifications shall be considered as including, but not limited to: pipelines, conduits, cables, transmission lines and appurtenances of Public Utilities and those of Special Utility Districts, Cities or Towns, businesses or individuals solely for their own use or for use of their tenants; and storm drains, sanitary sewers, street lighting, traffic signal and fire alarm systems.

1.02 UNDERGROUND INSTALLATIONS

Existing underground pipelines and utilities are indicated on the Drawings only to the extent such information was made available to or discovered by Engineer in preparing drawings. There is no guarantee as to the accuracy or completeness of such information, and all responsibility for the accuracy and completeness thereof is expressly disclaimed by the Owner and the Engineer.

1.03 UTILITIES LOCATED IN CITY RIGHT-OF-WAY

Unless otherwise provided or excepted herein, the removal, adjusting, relocation, or replacement of utility structures or facilities within City right-of-way which may be necessary for construction of the work in accordance with these Contract Documents, shall be at the expense of the Contractor.

It shall be the Contractor's responsibility to protect and maintain those utilities which, in the opinion of the Engineer, do not need to be disturbed in order to accomplish the work required by the contract.

1.04 RELOCATIONS OF EXISTING GAS LINES, TELEPHONE LINES, ELECTRIC LINES, CABLE TV LINES AND WATER LINES

The Contractor shall notify the proper authority of the utility involved when relocation of these lines is required. The Contractor shall coordinate all work by the utility so that the progress of construction will not be hampered.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 GENERAL

The Contractor, when the Notice to Proceed is received, shall notify the owners of utilities affected by the work, the approximate date upon which he will begin work, and shall submit a progress schedule of the proposed work. This shall be deemed sufficient notice if the project progresses according to the progress schedule submitted with the notification. If changes in the schedule of the

work occur, the Contractor shall appraise both the owner of the utility affected and the Engineer so that adjustments in the work schedule of utility can be made. The Contractor shall be responsible for damages to the utility facility and construction delays resulting from failure to notify the utility and the Engineer of changes in procedure or location.

3.02 PROTECTION OF EXISTING UTILITIES

- A. The attention of the Contractor is drawn to the fact that during excavation, the possibility exists of the Contractor encountering various water, gas, telephone, electrical, or other utility lines not shown on the Drawings. The Contractor shall exercise extreme care before and during excavation to locate and flag these lines so as to avoid damage to the existing lines. Should damage occur to an existing line, the Contractor shall repair the line at no cost to the Owner.
- B. The Contractor shall assume full responsibility for the protection of all utilities, public and private, including poles, services to buildings, gas pipes, water pipes, hydrants, sewers, drains, and electric and telephone cables, whether or not they are shown on the Drawings. The Contractor shall carefully support and protect all such utilities from injury of any kind. Any damage resulting from the Contractor's operation shall be repaired by him at his expense.

The protection and preservation of utility facilities which are located within the right-of-way, but outside the normal limits of construction, as determined by the Engineer, shall be the responsibility of the Contractor. The Contractor shall be responsible for all damage to utilities which are due to his negligence.

- C. The Contractor shall bear full responsibility for obtaining locations of all underground structures and utilities (including existing water services, drain lines, and sewer). Services to buildings shall be maintained, and all costs or charges resulting from damage thereto shall be paid by the Contractor.
- D. If, in the opinion of the Engineer, permanent relocation of a utility owned by the City is required, he may direct the Contractor, in writing, to perform the work. Work so ordered will be paid for at the Contract unit prices, if applicable, or as extra work under Article 10 of the General Conditions. If relocation of a privately owned utility is required, the Contractor will notify the Utility to perform the work as expeditiously as possible. The Contractor shall fully cooperate with the County and Utility and shall have no claim for delay due to such relocation.
- E. The Contractor shall notify public and private utility companies in writing at least two, but not more than five full days (excluding Saturdays, Sundays, and legal holidays) before excavating near their utilities.

3.03 UTILITIES TO BE ADJUSTED

The owners of utility facilities which require relocation, removal, adjustment or replacement shall, if possible and feasible, perform this work prior to the commencement of the Contractor's work. Where utility work must be done in conjunction with the Contractor's work on the project or in conjunction with the work of other utilities, arrangements for when, how and where the operation is to proceed

shall be worked out among the parties concerned. If disputes arise, the Engineer shall decide the course of action to be taken.

3.04 UTILITIES CONFLICTING WITH OPERATIONS

Those utility facilities which do not conflict with the improvement, but which are obstructions to the operations required for installation or which are obstructions to the operations required for installation of which present unusual difficulty due to their close proximity to the area of the operations, shall be located with certainty by the owners of the utility prior to the arrival of the Contractor's operation which would be hindered by the utility facility. The Contractor is required to preserve the utility facility in place without damage and shall be responsible for damages sustained, if the utility owner has located the facility by exposing it to the view of the Contractor or has otherwise made the Contractor aware, with certainty, of the location of the facility. Any other arrangements that the Contractor may make with a utility owner as a substitute for the requirements of this Section shall require the approval of the Engineer, in writing.

3.05 MISLOCATED UTILITIES

The owner of a utility shall be wholly responsible for the proper location of his facilities which are affected by construction work performed according to these specifications. Improperly located or mislocated facilities which are damaged during construction shall be the responsibility of the utility, providing proper notification has been given.

*** * END OF SECTION * ***

SECTION 01045
CUTTING AND PATCHING

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

Contractor shall be responsible for all cutting, fitting and patching, including attendant excavation and backfill, required to complete the Work to include:

- A. Make its several parts fit together properly.
- B. Uncover portions of the Work to provide for installation of ill-timed work.
- C. Remove and replace defective work.
- D. Remove and replace work not conforming to requirements of the Contract Documents
- E. Remove samples of installed work as specified for testing.

1.02 SUBMITTALS

- A. Submit a written request to the Engineer well in advance of executing any cutting or alteration which affects:
 - 1. Work of the Owner or any separate contractor.
 - 2. Structural value or integrity of any element of the Project or work.
 - 3. Integrity or effectiveness of weather-exposed or moisture-resistant elements or systems.
 - 4. Efficiency, operational life, maintenance or safety of operational elements.
 - 5. Visual qualities of sight-exposed elements.
- B. Request shall include:
 - 1. Identification of the work.
 - 2. Description of affected work.
 - 3. The necessity for cutting, alteration or excavation.
 - 4. Effect on work of Owner or any separate Contractor, or on structural or weatherproof integrity of work.

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5. Description of proposed work:
 - a. Scope of cutting, patching, alteration, or excavation.
 - b. Trades who will execute the work.
 - c. Products proposed to be used.
 - d. Extent of refinishing to be done.
 6. Alternatives to cutting and patching.
 7. Cost proposal, when applicable.
- C. Submit written notice to the Engineer designating the date and the time the work will be uncovered.

PART 2 PRODUCTS

2.01 MATERIALS

Comply with specifications and standards for each specific product involved.

PART 3 EXECUTION

3.01 INSPECTION

- A. Inspect existing conditions of Project, including elements subject to damage or to movement during cutting and patching.
- B. After uncovering work, inspect conditions affecting installation of products or performance or work.
- C. Report unsatisfactory or questionable conditions to the Engineer in writing; do not proceed with work until the Engineer has provided further instructions.

3.02 PREPARATION

- A. Provide adequate temporary support as necessary to assure structural value or integrity of affected portion of Work.
- B. Provide devices and methods to protect other portions of Project from damage.
- C. Provide protection from elements for the portion of the Project which may be exposed by cutting and patching work, and maintain excavations free from water.

3.03 PERFORMANCE

- A. Execute cutting and demolition by methods which will prevent damage to other work and will provide proper surfaces to receive installation of repairs.
- B. Execute excavating and backfilling by methods which will prevent settlement or damage to other work.
- C. Employ original installer or fabricator to perform cutting and patching for:
 - 1. Weather-exposed or moisture-resistant elements.
 - 2. Sight-exposed finished surfaces.
- D. Execute fitting and adjustment of products to provide a finished installation to comply with specified products, functions, tolerances and finishes.
- E. Restore work which has been cut or removed; install new products to provide completed work in accord with requirements of Contract Documents.
- F. Refinish entire surfaces as necessary to provide an even finish to match adjacent finishes:
 - 1. For continuous surfaces, refinish to nearest intersection.
 - 2. For an assembly, refinish entire unit.

*** * END OF SECTION * ***

SECTION 01050
FIELD ENGINEERING

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. The Contractor shall provide and pay for field engineering services for:
 - 1. Survey work required in execution of work.
 - 2. Civil, structural, or other professional engineering services specified or required to execute the Contractor's construction method.
- B. The method of field staking for the construction of the work shall be at the option of the Contractor. The Owner shall provide the engineering surveys to establish reference points which in his judgment are necessary to enable the Contractor to proceed with his work.
- C. The accuracy of any method of staking shall be responsibility of the Contractor. All engineering for vertical and horizontal control shall be the responsibility of the Contractor.
- D. The Contractor shall be held responsible for the preservation of all stakes and marks. If any stakes or marks are carelessly or willfully disturbed by the Contractor, the Contractor shall not proceed with any work until he has reestablished such points, marks, lines and elevations as may be necessary for the prosecution of the work.
- E. The Contractor shall retain the services of a competent surveyor, registered in the State of Mississippi, to layout the work and maintain a survey during construction. The Contractor shall be solely responsible for proper location of the work.

1.02 SURVEY REFERENCE POINTS

Locate and protect control points prior to starting site work, and preserve all permanent reference points during construction.

- 1. Make no changes or relocations without prior written notice to the Engineer.
- 2. Report to the Engineer when any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations.

1.03 PROJECT SURVEY REQUIREMENTS

- A. Establish temporary bench marks as needed, referenced to data established by survey control points. Record locations, with horizontal and vertical data, on Record Drawings.
- B. Establish lines and levels, and locate and lay out, by instrumentation and similar appropriate

means:

1. Site improvements, including utility slopes and invert elevations.
 2. Batter boards for structures.
- C. From time to time, verify layouts by same methods.
- D. Establish all lines and grades prior to construction of site improvements.

1.04 RECORDS

- A. Maintain a complete, accurate log of all control and survey work as it progresses.
- B. At Contract closeout, submit a survey of installation of water mains, fire hydrants, and valves at the same scale as the Engineer's drawings indicating elevations and channel stationing at 100 foot increments.

1.05 SUBMITTALS

- A. On request of the Engineer, submit documentation to verify accuracy of field engineering work.
- B. Submit Drawings showing locations of all pipes and structures constructed. This Drawing shall be included with the Record Drawings.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

*** * END OF SECTION * ***

SECTION 01060

REGULATORY REQUIREMENTS

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

Abbreviations and acronyms used in Contract Documents to identify reference standards are as indicated herein.

1.02 QUALITY ASSURANCE

- A. Applications: When a standard is specified by references, comply with requirements and recommendations stated in the standard, except when requirements are modified by the Contract Documents, or applicable codes establish stricter standards.
- B. Publications Date: The publication in effect on the date of issue of Contract Documents, except when a specific publication date is specified.

1.03 ABBREVIATIONS, NAMES, AND ADDRESSES OF ORGANIZATIONS

The following standards may be referenced in the Contract Documents. The contractor shall obtain copies of reference standards directly from the publication source when needed for proper performance of Work or when required for submittal by Contract Documents.

AAN	American Association for Nurserymen 1250 I Street N.W., Suite 500 Washington, DC 20005 (202) 789-2900
AASHTO	American Association of State Highway and Transportation Officials 444 North Capitol Street, N.W., Suite 225 Washington, DC 20001 (202) 624-5800
ACI	American Concrete Institute Post Office Box 19150 22400 W. Steven Mile Road Detroit, MI 48219 (313) 532-2600
ACPA	American Concrete Pipe Association 8320 Old Courthouse Road, Suite 201 Vienna, VA 22180 (703) 821-1990
AI	Asphalt Institute

	Asphalt Institute Building College Park, MD 20740-1802
AISC	American Institute of Steel Construction 400 North Michigan Avenue Chicago, IL 60611 (312) 670-2400
AISI	American Iron and Steel Institute 1133 15th Street N.W., Suite 300 Washington, DC 20005 (202) 452-7100
ANSI	American National Standard Institute 1430 Broadway New York, NY 10018 (212) 354-3300
ASCE	American Society of Civil Engineers 345 East 47th Street New York, NY 10017 1-800-548-ASCE 345 East 47th Street New York, NY 10017 (212) 705-7722
ASTM	American Society for Testing and Materials 1916 Race Street Philadelphia, PA 19103 (215) 299-5400
AWPA	American Wood Preserver's Association Post Office Box 849 Stevensville, MD 21666 (301) 643-4163
AWS	American Welding Society Post Office Box 351040 550 LeJeune Road, N.W. Miami, FL 33126 1-800-443-9353
AWWA	American Water Works Association 6666 W. Quincy Avenue Denver, CO 80235 (303) 794-7711
CLFMI	Chain Link Fence Manufacturers Institute

	1776 Mass Avenue N.W., Suite 500 Washington, DC 20036 (202) 659-3537
CRSI	Concrete Reinforcing Steel Institute 933 N. Plum Grove Road Schaumburg, IL 60173 (312) 517-1200
DIPRA	Ductile Iron Pipe Research Association 245 Rivercase Parkway E., Suite 100 Birmingham, AL 35244 (205) 988-9870
FS	Federal Specification General Services Administration Specifications and Consumer Information & Distribution Section (WFSIS) 7 and D Street S.W., Room 654 Washington, DC 20407 (202) 472-2140
IEEE	Institute of Electrical and Electronic Engineers Service Center 345 E. 47th Street New York, NY 10017 (212) 705-7900
MDOT	Mississippi Department of Transportation P. O. Box 1850 Jackson, Ms 39215-1850 (601) 359-1213
MIL	Department of the Navy Navel Publications and Forms Center 5801 Torbor Avenue Philadelphia, PA 19120-5099 (215) 697-2667
NEC	National Electric Code National Fire Protection Association Batterymarch Park Quincy, MA 02269 (617) 770-3000
NEMA	National Electrical Manufacturer's Association 2101 L Street, NW, Suite 300 Washington, DC 20037 (202) 457-8400
NSPE	National Society of Professional Engineers

	1420 King Street Alexandria, VA 22314 (703) 684-2835
OSCI	Office of Standards Code and Information National Bureau of Standards Gaithersburg, MD 20899 (301) 975-4029
PCA	Portland Cement Association 5420 Old Orchard Road Skokie, IL 60077 (312) 966-6200
PCI	Prestressed Concrete Institute 175 W. Jackson Blvd., Suite 1859 Chicago, IL 60604 (312) 786-0300
SMACNA	Sheet Metal and Air Conditioning Contractors' National Association Post Office Box 70 Merrifield, VA 22116 (703) 790-9890
SSPC	Steel Structures Painting Council 4400 5th Avenue Pittsburgh, PA 15213 (412) 268-3327
UL	Underwriter's Laboratories, Inc. 333 Pfingsten Road Northbrook, IL 60062 (312) 272-8800

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

*** * END OF SECTION * ***

SECTION 01200
PROJECT MEETINGS

PART 1 GENERAL

1.01 Requirements Included

- A. The ENGINEER shall schedule and administer a preconstruction meeting, construction progress meetings, and specially called meetings throughout the progress of the work. The ENGINEER will:
 - 1. Prepare agenda for meetings.
 - 2. Make physical arrangements for meetings.
 - 3. Preside at meetings.
 - 4. Record the minutes; include significant proceedings and decisions.
 - 5. Reproduce and distribute copies of minutes.
- B. The CONTRACTOR and representatives of, where appropriate, subcontractors and suppliers shall attend meetings. The representative shall be qualified and authorized to act on behalf of the entity each represents.
- C. The CONTRACTOR shall attend and identify at the meetings the actual status of the Contract Work and, when the Work is not being performed consistently with the Contract Documents and construction schedules, shall identify at the meetings the steps he is taking to resolve the inconsistency.

1.02 Pre-construction Meeting

- A. The CONTRACTOR shall participate in a preconstruction meeting to be held after the effective date of the Agreement and prior to the date of Notice to Proceed.
- B. The following are expected to be in attendance:
 - 1. OWNER'S Representative and other staff as appropriate.
 - 2. ENGINEER and his professional consultants as appropriate.
 - 3. ENGINEER's Resident Project Representative.
 - 4. CONTRACTOR's Representative and Construction Superintendent.
 - 5. Subcontractors as appropriate.
 - 6. Utility representatives as appropriate.
 - 7. Others as appropriate.
- C. The following matters are expected to be addressed:
 - 1. Distribution and discussion of:
 - a. List of major subcontractors.
 - b. Project construction schedules.
 - 2. Critical work sequencing.
 - 3. Project Coordination.
 - 4. Designation of responsible personnel.
 - 5. Procedures and processing of:

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- a. Field decisions.
 - b. Proposal requests.
 - c. Submittals.
 - d. Change Orders.
 - e. Applications for Payment.
 6. Distribution of Contract Documents.
 7. Procedures for maintaining Record Documents.
 8. Use of premises:
 - a. Office, work and storage areas.
 - b. OWNER'S requirements.
 9. Construction facilities, controls and construction aids.
 10. Temporary utilities.
 11. Housekeeping procedures.
 12. Insurance certifications.
 13. Liquidated damages for delay.
 14. Weekly job meetings.
 15. Laboratory testing of material requirements.

1.03 Construction Progress Meetings

- A. Construction progress meetings will be held monthly with the first meeting 30 days or less after the date of Notice to Proceed.
- B. Special construction progress meetings will be held as required by progress of the Work.
- C. The following are expected to be in attendance:
 1. OWNER Representative and other staff as appropriate.
 2. The ENGINEER and his professional consultants as appropriate.
 3. CONTRACTOR's Representative and/or construction Superintendent.
 4. Subcontractors as appropriate.
 5. Suppliers as appropriate.
 6. Others as appropriate.
- D. The following matters are expected to be addressed:
 1. Review and approve minutes of previous meeting.
 2. Review of work progress.
 3. Field observations, problems, conflicts.
 4. Problems which impede Construction Schedule.
 5. Review of off-site fabrication, delivery schedules.
 6. Corrective measures and procedures to regain Construction Schedule.
 7. Revisions to Construction Schedule.
 8. Progress and schedule during succeeding work period.
 9. Payment applications and processing.
 10. Submittals.
 11. Maintenance of quality standards.
 12. Changes, substitutions, and Change Orders.

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- 13. Review proposed changes for:
 - a. Effect on Construction Schedule and completion date.
 - b. Effect on other contracts of the Project.
 - 14. Other matters as appropriate.
 - 15. Record drawings.
- E. The CONTRACTOR shall be prepared to discuss the above topics and to make commitments for resolving deficiencies.
- F. The CONTRACTOR shall provide a current submittal log at each progress meeting in accordance with Section 01340.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**** END OF SECTION ****

SECTION 01310
CONSTRUCTION SCHEDULES

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Contractor shall comply with the General Conditions.
- B. Submit revised progress schedules periodically.

1.02 FORM OF SCHEDULES

- A. Prepare schedules in the form of a horizontal bar chart.
 - 1. Provide separate horizontal bar for each trade or operation.
 - 2. Horizontal time scale; identify the first work day of each week.
 - 3. Scale and spacing: To allow for notations and future revisions.
 - 4. Minimum sheet size: 8-1/2 inches by 11 inches.
- B. Format of listings: The table of contents of the Contract Documents.
- C. Identification of listings: Items of work.

1.03 CONTENT OF SCHEDULE:

- A. Construction Progress Schedule:
 - 1. Show the complete sequence of construction by activity.
 - 2. Show the dates for the beginning, and completion of each major element of construction.
 - 3. Show projected percentage of completion for each item, as of the first day of each month.
 - 4. Show an anticipated monthly payment schedule.
- B. Submittal Schedule for Shop Drawings, Product Data and Samples. Show:
 - 1. The dates for Contractor's submittal.
 - 2. The dates approved submittal will be required from the Engineer.

1.04 PROGRESS REVISIONS

- A. Indicate progress of each activity to date of submission.
- B. Show changes occurring since previous submission of schedule:
 - 1. Major changes in scope.
 - 2. Activities modified since previous submission.
 - 3. Revised projections of progress and completion.
 - 4. Other identifiable changes.
- C. Provide a narrative report as needed to define:
 - 1. Problem areas, anticipated delays, and the impact on the schedule.
 - 2. Corrective action recommended, and its effect.

1.05 SUBMISSIONS

- A. Submit initial schedules in accordance with the General Conditions.
 - 1. Engineer will review schedules and return review copy within ten (10) days after receipt.
 - 2. If required, Contractor shall resubmit within seven (7) days after return of review copy.
- B. Submit revised progress schedules with each Application for Payment.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**** END OF SECTION ****

SECTION 01340

SHOP DRAWINGS, PROJECT DATA, AND SAMPLES

PART 1 GENERAL

1.01 Requirements Included:

- A. The Contractor shall submit to the Engineer for review and exception, if any, such working drawings, shop drawings, test reports and data on materials and equipment (hereinafter in this article called data), and material samples (hereinafter in this article called samples) as are required for the proper control of work, including but not limited to those working drawings, shop drawings, data and samples for materials and equipment specified elsewhere in the Specifications and in the Contract Drawings.
- B. Within fifteen (15) calendar days after the Effective Date of the Agreement, the Contractor shall submit to the Engineer a complete list of preliminary data on items for which Shop Drawings are to be submitted. Included in this list shall be the names of all proposed manufacturers furnishing specified items. Review of this list by the Engineer shall in no way relieve the Contractor from submitting complete shop drawings, data, and samples in accordance with the Specifications. This procedure is required in order to expedite final review of Shop Drawings.
- C. The Contractor is to maintain an accurate updated submittal log and will bring this log to each scheduled progress meeting. This log should include the following items:
 - 1. Submittal Description and Number assigned.
 - 2. Date to Engineer.
 - 3. Date returned to Contractor (from Engineer).
 - 4. Status of Submittal (No exceptions taken, returned for confirmation or resubmittal, rejected).
 - 5. Date of Resubmittal and Return (as applicable).
 - 6. Date material released (for fabrication).
 - 7. Projected date of fabrication.
 - 8. Projected date of delivery to site.
 - 9. Status of O&M manuals submittal.

1.02 Contractor's Responsibility

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- A. It is the duty of the Contractor to check all drawings, data and samples prepared by or for him before submitting them to the Engineer for review. Each and every copy of the Drawings and data shall bear Contractor's stamp showing that they have been so checked. Shop drawings submitted to the Engineer without the Contractor's stamp or evidence that the Contractor has not performed the required review will be returned to the Contractor for conformance with this requirement. Shop drawings shall indicate any deviations in the submittal from requirements of the Contract Documents.
 - B. Determine and verify:
 - 1. Field measurements.
 - 2. Field construction criteria.
 - 3. Catalog numbers and similar data.
 - 4. Conformance with Specifications and indicate all variances from the Specifications.
 - C. The Contractor shall furnish the Engineer a schedule of Shop Drawing submittals fixing the respective dates for the submission of shop and working drawings, the beginning of manufacture, testing and installation of materials, supplies and equipment. This schedule shall indicate those that are critical to the progress schedule.
 - D. The Contractor shall not begin any of the work covered by a drawing, data, or a sample returned for correction until a revision or correction thereof has been reviewed and returned to him by the Engineer with no exceptions taken.
 - E. The Contractor shall submit to the Engineer all drawings and schedules sufficiently in advance of construction requirements to provide no less than twenty-one (21) calendar days for checking and appropriate action from the time the Engineer receives them.
 - F. The Contractor shall submit five (5) copies of shop drawings and descriptive or product data submittal to complement shop drawings to the Engineer which will be retained for his use.
 - G. The Contractor shall be responsible for and bear all cost of damages which may result from the ordering of any material or from proceeding with any part of work prior to the completion of the review by Engineer of the necessary shop drawings.
 - H. The Contractor shall utilize a Sequential Numbering System for submittals (1-999). Resubmittals or confirming material shall be assigned a letter next to the submittal number, i.e. A= second submittal, B= third submittal, etc.
 - I. Submittals shall include a certified statement of compliance to the requirements detailed in the specifications in addition to other submittal requirements. This certification shall be prepared by the manufacturer and not the local supplier. Validity of the authority and position of the person signing the certification shall be verified by a Notary Public. The statement of compliance shall address each point of conformance contained in the governing specifications with definite comments of either compliance or non-compliance. Statements of non-compliance with points of conformance shall be accompanied by a statement of

justification as to the reason for non-conformance and why the non-complying feature is considered to be either equal to or better than the specified feature. The Engineer will use the certified statement of compliance in his evaluation of the submittal rendering a judgment as to equality to the specified product and issuing a statement as to whether the product is acceptable for or rejected from incorporation into the work.

- J. When a manufacturer named in the controlling specification is chosen to supply a product and the details of manufacture, size, and installation are shown on this standard catalog cut sheets, the manufacturer may submit the certified statement of compliance as detailed above along with installation details specific to the work such as laying schedules, etc. as required, deleting the standardized catalog data.

1.03 Engineer's Review of Shop Drawings

- A. The Engineer's review of drawings, data and samples submitted by the Contractor will cover only general conformity to the Specifications, external connections, and dimensions which affect the installation.
- B. The review of drawings and schedules will be general, and shall not be construed:
 - 1. as permitting any departure from the Contract requirements;
 - 2. as relieving the Contractor of responsibility for any errors, including details, dimensions, omissions and materials;
- C. If the drawings or schedules as submitted describe variations per subparagraph (1.04.D), and show a departure from the Contract requirements which Engineer finds to be in the best interest of the Owner and to be so minor as not to involve a change in Contract Price or Time, The Engineer may return the reviewed Drawings without noting any exception.
- D. After the ENGINEER completes his review, the Shop Drawings will be marked with one of the following notations:
 - 1. No Exceptions Taken.
 - 2. Make Corrections Noted.
 - 3. Revise and Resubmit.
 - 4. Rejected.
 - 5. Submit Specified Item.
- E. If a submittal is acceptable, it will be marked "No Exception Taken" or "Make Corrections Noted". Three copies of the submittal will be returned to the CONTRACTOR.
- F. Upon return of a submittal marked "No Exception Taken" or "Make Corrections Noted", the CONTRACTOR may order, ship or fabricate the materials included on the submittal, provided it is in accordance with the corrections indicated.
- G. If a Shop Drawing action is "Make Corrections Noted" but has extensive corrections or corrections affecting other drawings or Work, the ENGINEER may require that the CONTRACTOR make the corrections indicated thereon and resubmit the Shop Drawings for

record purposes. In this case, the submittal will be marked "Make Corrections Noted-Resubmit".

- H. If a submittal is unacceptable, two copies will be returned to the CONTRACTOR with one of the following notations:
 - 1. "Revise and Resubmit"
 - 2. "Rejected"
- I. Upon return of a submittal marked "Revise and Resubmit", the CONTRACTOR shall make the corrections indicated and repeat the initial approval procedure. The "Rejected" notation is used to indicate material or equipment that is not acceptable. Upon return of a submittal so marked, the CONTRACTOR shall repeat the initial approval procedure utilizing acceptable material or equipment.
- J. Submittals lacking adequate details or information to allow the ENGINEER to determine whether or not the submittal meets the intent of the Contract specifications shall be marked "Submit Specified Item" and returned without further comment.
- K. Shop Drawings or other submittals not bearing the ENGINEER'S "No Exception Taken" or "Make Corrections Noted" notations shall not be issued to Subcontractors nor utilized for construction purposes. No Work shall be performed or equipment installed without a drawing or submittal bearing one of these notations.
- L. In the event the CONTRACTOR obtains the ENGINEER'S approval for the use of equipment other than that which is shown or specified, the CONTRACTOR shall, at his own expense and using methods approved by the ENGINEER, make all changes to the Work, including structures, piping, electrical, equipment and controls, that may be necessary to accommodate this equipment.
- M. Resubmittals will be handled in the same manner as first submittals. The Contractor shall direct specific attention to revisions other than the corrections requested by the Engineer on previous submissions by written details or markings on the resubmitted Shop Drawings. The Contractor shall make any corrections required by the Engineer.
- N. If the Contractor considers any correction indicated on the Drawings to constitute a change to the Contract Drawings or Specifications, the Contractor shall give written notice thereof to the Engineer.
- O. The Engineer will review a submittal/resubmittal a maximum of three times after which cost of review will be borne by the Contractor. The cost of engineering shall be equal to the Engineer's charges to the Owner under the terms of the Engineer's agreement with the Owner.
- P. When the Shop Drawings have been completed to the satisfaction of the Engineer, the Contractor shall carry out the construction in accordance therewith and shall make no further changes therein except upon written instructions or approval from the Engineer.

Q. No partial submittals will be reviewed. Submittals not complete will be returned to the Contractor, and will be considered "NOT APPROVED" until resubmitted.

1.13 SHOP DRAWINGS

- A. Shop drawings shall be complete and detailed.
- B. Drawings and schedules shall be checked and coordinated with the work of all trades involved, before they are submitted for review by the Engineer and shall bear the Contractor's stamp of approval as evidence of such checking and coordination. Drawings or schedules submitted without this stamp of approval shall be returned to the Contractor for resubmission.
- C. Each shop drawing shall have a blank area 3-1/2 inches by 3-1/2 inches, located adjacent to the title block. The title block shall display the following:
 - 1. Number and title of the drawing.
 - 2. Date of drawing or revision.
 - 3. Name of project building or facility.
 - 4. Name of contractor and subcontractor submitting drawing.
 - 5. Clear identification of contents and location of the work.
 - 6. Specification number and title.
- D. If Drawings show variations from Contract requirements because of standard Shop practice or other reasons, the Contractor shall describe such variations in his letter of transmittal. If acceptable, proper adjustment in the Contract shall be implemented where appropriate. If the Contractor fails to describe such variations, he shall not be relieved of the responsibility for executing the work in accordance with the Contract, even though such Drawings have been reviewed.
- E. Data on materials and equipment include, without limitation, materials and equipment lists, catalog data sheets, cuts, performance curves, diagrams, materials of construction and similar descriptive material as required. Materials and equipment lists shall give for each item thereon the name and location of the supplier or manufacturer, trade name, catalog reference, size, finish, and all other pertinent data.
- F. The Contractor shall provide a list including the equipment name, address, and telephone number of the manufacturer's representative and service company so that service and/or spare parts can be readily obtained for all mechanical and electrical equipment furnished.
- G. All manufacturers or equipment suppliers who proposed to furnish equipment or products shall submit an installation list to the Engineer along with the required Shop Drawings. The

installation list shall include at least five installations where identical equipment has been installed and has been in operation for a period of at least one (1) year.

- H. Only the Engineer will utilize the color red in marking Shop Drawing submittals.
- I. Before final payment is made, the Contractor shall furnish to Engineer five (5) sets of record shop drawings all clearly revised, complete and up to date showing the permanent construction as actually made for all reinforcing and structural steel, miscellaneous metals, process and mechanical equipment, yard piping, electrical system and instrumentation system.

1.13 Working Drawings

- A. Working drawings shall be considered to mean the Contractor's plans for temporary structures.
- B. Copies of working drawings as noted in subparagraph 1.02, shall be submitted to the Engineer where required by the Contract Documents or requested by the Engineer, and shall be submitted at least thirty (30) calendar days (unless otherwise specified by the Engineer) in advance of their being required for work.
- C. The Engineer will not review working drawings but shall use them as information to monitor the work performed by the Contractor.

1.14 Samples

- A. The Contractor shall furnish for the review of the Engineer samples required by the Contract Documents or requested by the Engineer. Samples shall be delivered to the Engineer as specified or directed and the Contractor shall prepay all shipping charges. Materials or equipment for which samples are required shall not be used in work until reviewed by the Engineer.
- B. Samples shall be of sufficient size and quantity to clearly illustrate:
 - 1. Functional characteristics of the product, with integrally related parts and attachment devices.
 - 2. Name of Contractor and Subcontractor
 - 3. Material or Equipment represented
 - 4. Place of Origin
 - 5. Name of Producer and Brand (if any).
 - 6. Location in Project

(Samples of finished materials shall have additional marking that will identify them under the finished schedules.)

- C. The Contractor shall prepare a transmittal letter in triplicate for each shipment of samples containing the information required in subparagraph 1.06B above. He shall enclose a copy of this letter with the shipment and send a copy of this letter to the Engineer under separate cover and the remaining copy shall be for the Contractor's records. Review of a sample shall be only for the characteristics or use named and shall not be construed to change or modify any Contract requirements.
- D. Reviewed samples not destroyed in testing shall be sent to the Engineer or stored at the site of the work. Reviewed samples of the hardware in good condition will be marked for identification and may be used in the work. Materials and equipment incorporated in work shall match the reviewed samples. Samples which failed testing or were rejected will be returned to the Contractor at his expense, if so requested at time of submission.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

*** * END OF SECTION * ***

SECTION 01410

TESTING LABORATORY SERVICES

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

Contractor will employ and pay for the services of an Independent Testing Laboratory to perform testing specifically indicated on the Contract Documents or specified in the Specifications and may at any other time elect to have materials and equipment tested for conformity with the Contract Documents.

- A. Employment of the laboratory shall in no way relieve Contractor's obligations to perform the Work of the Contract.

1.02 LIMITATIONS OF AUTHORITY OF TESTING LABORATORY

Laboratory is not authorized to:

- A. Release, revoke, alter or enlarge on requirements of Contract Documents.
- B. Approve or accept any portion of the Work.
- C. Perform any duties of the Contractor.

1.03 CONTRACTOR'S RESPONSIBILITIES

- A. Cooperate with laboratory personnel; provide access to Work, to Manufacturer's operations.
- B. Secure and deliver to the laboratory adequate quantities of representational samples of materials proposed to be used and which require testing.
- C. Provide to the laboratory the preliminary design mix proposed to be used for concrete, and other materials mixes which require control by the testing laboratory.
- D. Materials and equipment used in the performance of work under this Contract are subject to inspection and testing at the point of manufacture or fabrication. Standard specifications for quality and workmanship are indicated in the Contract Documents. The Owner may require the Contractor to provide statements or certificates from the manufacturers and fabricators that the materials and equipment provided by them are manufactured or fabricated in full accordance with the standard specifications for quality and workmanship indicated in the Contract Documents. All costs of this testing and providing statements and certificates shall be a subsidiary obligation of the Contractor, and no extra charge to the Owner shall be allowed on account of such testing and certification.
- E. Furnish incidental labor and facilities:
 - 1. To provide access to Work to be tested.

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2. To obtain and handle samples at the Project site or at the source of the product to be tested.
 3. To facilitate inspections and tests.
 4. For storage and curing of test samples.
- F. Notify laboratory at least 24 hours in advance of operations to allow for laboratory assignment of personnel and scheduling of tests.
- G. Employ and pay for the services of the same or a separate, equally qualified independent testing laboratory to perform additional inspections, sampling and testing required for the Contractor's convenience and as approved by the Owner.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

*** * END OF SECTION * ***

SECTION 01600

MATERIAL AND EQUIPMENT

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

Material and equipment incorporated into the Work shall:

- A. Conform to applicable specifications and standards.
- B. Comply with size, make, type, and quality specified to the greatest extent possible, detailing all aspects and providing explicit reasons for parameters not in compliance and specifically approved in writing by the Engineer.
- C. Manufactured and Fabricated Products:
 - 1. Design, fabricate, and assemble in accord with the best engineering and standard shop practices.
 - 2. Manufacture like parts of duplicate units to standard sizes and gauges, to be interchangeable.
 - 3. Two or more items of the same kind shall be produced, by the same manufacturer.
 - 4. Products shall be suitable for service conditions.
 - 5. Equipment capacities, sizes and dimensions shown or specified shall be adhered to unless variations are specifically approved in writing.
- D. Do not use material or equipment for any purpose other than that for which it is designed or is specified.

1.02 APPROVAL OF MATERIALS

- A. Only new materials and equipment shall be incorporated in the Work. All materials and equipment furnished by the Contractor shall be subject to the inspection and approval of the Engineer. No material shall be delivered to the Work without prior approval of the Engineer.
- B. The Contractor shall submit to the Engineer, data relating to materials and equipment he proposes to furnish for the work. Such data shall be in sufficient detail to enable the Engineer to identify the particular product along with references to the applicable section(s) of the specifications to form an opinion as to its conformity to the specifications. The data shall comply with Paragraph 1.06 of this Section.
- C. Facilities and labor for handling and inspection of all materials and equipment shall be furnished by the Contractor. If the Engineer requires, the Contractor shall submit samples of materials for such special tests as may be necessary to demonstrate that they conform to the

specifications. Such samples shall be furnished, stored, packed, and shipped as directed at the Contractor's expense. Except as otherwise noted, the Contractor will make arrangements for and pay for the tests. Where such tests confirm compliance with the specifications, the Owner will reimburse the actual charges of the testing firm paid by the Contractor.

- D. Contractor shall submit data and samples sufficiently early to permit consideration, approval, manufacture, and delivery of materials before they are necessary for incorporation in the work. Any delay of approval resulting from the Contractor's failure to submit samples or data promptly shall not be used as a basis of claim against the Owner or the Engineer.
- E. The materials and equipment used in the Work shall correspond to the approved samples or other data.

1.03 MANUFACTURER'S INSTRUCTIONS FOR INSTALLATION

- A. When Contract Documents require that installation of the Work shall comply with manufacturer's printed instructions, obtain and distribute copies of such instructions to parties involved in the installation, including five copies to the Engineer. One complete set of the installation instructions shall be available for use on the job site during and through completion of the Work.
- B. Handle, install, connect, clean, condition and adjust products as required by the manufacturer's instructions and in conformity with specified requirements.
 - 1. Should the specified requirements conflict with the manufacturer's instructions, the manufacturer's instructions shall have priority unless changes are authorized in writing by the manufacturer.
 - 2. Should job conditions conflict with the manufacturer's instructions, consult with the manufacturer for clarification.
 - 3. Clarifications of installation instructions shall be issued only by the manufacturer, shall be in writing, and shall be distributed to all parties involved in the installation as stated above and prior to alteration of the installation procedures.
 - 4. Do not proceed with the Work without clear instructions concerning the specific installation procedures.
- C. Do not omit any preparatory step or installation procedure unless specifically modified or exempted by the manufacturer.

1.04 TRANSPORTATION AND HANDLING

- A. Arrange deliveries of Products as required by the currently approved construction schedule coordinating each delivery to avoid conflict with other work and conditions at the site.
 - 1. Deliver Products in a undamaged condition, in the manufacturer's original containers or packaging and with identifying labels intact and legible.
 - 2. Prior to accepting delivery, inspect shipments to assure compliance with approved submittal, and that the Products have been properly protected and are undamaged.
- B. Provide equipment and personnel to handle Products preventing soiling or damage to the Products or their protective packaging.

1.05 STORAGE AND PROTECTION

- A. Store Products in accord with manufacturer's instruction, with seals and labels intact and legible.
 - 1. Store products subject to damage by the elements in weathertight enclosures.
 - 2. Maintain temperature and humidity within the ranges required by manufacturer's instructions.
 - 3. Store fabricated products above the ground, on blocking or skids, prevent spoiling, staining or corrosion. Cover products which are subject to deterioration with impervious sheet coverings and provide adequate ventilation to avoid condensation.
 - 4. Store loose granular materials in a well-drained area on solid surfaces to prevent mixing with foreign matter.
- B. All materials and equipment to be incorporated in the Work shall be handled and stored in a manner to prevent warping, twisting, bending, breaking, chipping, rusting, and other injury, theft or damage.
- C. Cement and lime shall be stored under a roof and off the ground and shall be kept completely dry at all times. All miscellaneous steel, structural steel and reinforcing steel shall be stored off the ground, kept free of accumulations of dirt and grease, and in areas free of standing water to minimize rusting. Precast concrete sections shall be handled and stored in a manner to prevent staining, chipping or cracking. Brick, block and similar masonry products shall be handled and stored in a manner to reduce staining, breaking, chipping, cracking, and spalling.
- D. All materials which, in the opinion of the Engineer, have become so damaged as to be unfit for the use intended, including aesthetics, shall be promptly removed from the site of the work.
- E. Arrange storage in a manner to provide easy access for inspection. Make periodic inspections and exercise or rotate moving parts of stored products as required by the

manufacturer to assure that products are maintained under specified conditions and free from damage or deterioration.

- F. Provide substantial coverings as necessary to protect installed products from damage caused by traffic and subsequent construction operations. Remove the protective covering when no longer needed.
- G. The Contractor shall be responsible for all material, equipment, and supplies sold and delivered to the Owner under this Contract until final inspection of the Work and acceptance thereof by the Owner. In the event any such material, equipment, and supplies are lost, stolen, damaged, or destroyed prior to final inspection and acceptance they shall be replaced by the Contractor.
- H. Should the Contractor fail to take proper action to properly store and handle equipment supplied under this Contract, the Owner retains the right to notify the Contractor in writing of the deficiencies, to correct all deficiencies and deduct the cost associated with these corrections from the contractor's Contract. These costs may be comprised of expenditures for labor, equipment usage, administration, clerical, engineering and any other costs associated with making the necessary corrections.

1.06 SUBSTITUTIONS AND PRODUCT OPTIONS

A. Products List:

Within fifteen (15) days after the Notice to Proceed, submit to the Engineer complete list of major products proposed to be used, with the name of the manufacturer and the installing subcontractor.

B. Contractor's Options:

- 1. For Products specified only by reference standard, select any product meeting that standard.
- 2. For Products specified by naming one or more Products or manufacturers and "or equal", Contractor must submit a request as for substitutions for any Product or manufacturer not specifically named.

C. Substitutions:

- 1. For a period of thirty (30) days after the Effective Date of the Agreement, the Engineer will consider written requests from Contractor for substitution of Products.

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2. Submit a separate request for each Product, supported with complete data, with drawings and samples as appropriate, including:
 - a. Comparison of the qualities of the proposed substitution with that specified.
 - b. Changes required in other elements of the work because of the substitution.
 - c. Effect on the construction schedule.
 - d. Cost data comparing the proposed substitution with the Product specified.
 - e. Any required license fees or royalties.
 - f. Availability of maintenance service, and source of replacement materials.
 3. The Engineer shall be the judge of the acceptability of the proposed substitution.
- D. Contractor's Representation:
- A request for a substitution constitutes a representation that Contractor:
1. Has investigated the proposed Product and determined that it is equal to or superior in all respects to that specified.
 2. Will provide the same warranties or bonds for the substitution as for the Product specified.
 3. Will coordinate the installation of an accepted substitution into the Work, and make such other changes as may be required to make the Work complete in all respects.
 4. Waives all claims for additional costs, under his responsibility, which may subsequently become apparent.

1.07 SPECIAL TOOLS

Manufacturers of equipment and machinery shall furnish any special tools required for normal adjustment, operations and maintenance, together with instructions for their use. The Contractor shall preserve and deliver to the Owner these tools and instructions in good order no later than upon completion of the Contract.

1.08 WARRANTY

For all major pieces of equipment, submit a warranty from the equipment manufacturer. The manufacturer's warranty period shall be concurrent with the Contractor's as stipulated in the specifications for each piece of equipment.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

*** * END OF SECTION * ***

SECTION 01630

SUBSTITUTIONS

PART 1 GENERAL

1.01 General

Requests for review of a substitution shall conform to the requirements of Article 6.05 of the General Conditions and shall contain complete data substantiating compliance of proposed substitution with Contract Documents.

1.02 Substitutions

- A. During a period of 60 days after execution of Contract, ENGINEER will consider written requests from CONTRACTOR for substitution of products or construction methods (if specified).
 - 1. After end of specified period, requests will be considered only in case of unavailability of products or other conditions beyond control of CONTRACTOR.
 - 2. If the CONTRACTOR proposes to use products other than named manufacturers in the technical Specification, the ENGINEER reserves the right to require the CONTRACTOR to submit information within the first 30 days after the NOTICE TO PROCEED verifying that the proposed equipment will comply with the Specifications.
- B. Requests for review of a substitution shall conform to the requirements of Article 6.05 of the General Conditions, and shall contain complete data substantiating compliance of proposed substitution with the Contract Documents.
- C. In making request for substitution, CONTRACTOR represents:
 - 1. CONTRACTOR has investigated proposed product or method, and determined that it is equal or superior in all respects to that specified.
 - 2. CONTRACTOR will provide the same or better warranties or bonds for proposed substitution as for product or method specified.
 - 3. CONTRACTOR waives all claims for additional costs or extension of time related to proposed substitution that subsequently may become apparent.
- D. Proposed substitutions will not be accepted if:
 - 1. They are only shown or implied on the Shop Drawings.
 - 2. Acceptance will require substantial revision of Contract Documents.
 - 3. They will change design concepts or Specifications.
 - 4. They will delay completion of the Work, or the work of other contractors.
- E. The ENGINEER will determine whether substitute brands or products are equal to those specified in the Contract Documents. No substitute will be ordered or installed without the ENGINEER'S prior written acceptance.
- F. The OWNER may require CONTRACTOR to furnish at CONTRACTOR'S expense a

special performance guarantee or other surety with respect to any substitute.

- G. If the ENGINEER determines that a proposed substitute is not equal to that specified or described in the Drawings or Specifications, CONTRACTOR shall furnish one of the brands or products specified or described, at no additional cost to the OWNER.
- H. Engineering Costs:
1. The ENGINEER will record all time required in evaluating substitutions proposed by CONTRACTOR and in making any change in the Drawings or Specifications occasioned thereby. Whether or not the ENGINEER accepts a proposed substitute CONTRACTOR will reimburse the OWNER for the actual cost of the ENGINEER for evaluating any proposed substitute which either does not meet the requirements of the Drawings and Specifications, or the acceptance of which would require changes to other portions of the Work.
 2. CONTRACTOR shall reimburse OWNER for all associated engineering costs, including redesign, additional shop drawing reviews, investigations, consultant fees and revision of the Contract Documents required because of the substitution.
- I. The time required by the ENGINEER to evaluate and either accept or reject proposed substitutes is included in the Contract Time and no extension of the Contract Time shall be allowed therefore.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

*** * END OF SECTION * ***

SECTION 01710

CLEANING

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

Cleaning shall include daily "policing" of the work and surrounding areas to clear general debris waste paper, wood scraps, broken concrete, loose riprap, and other objectionable material along with the final cleanup of site(s) required for project acceptance. **DAILY CLEANUP IS REQUIRED.**

1.02 DISPOSAL REQUIREMENTS

Conduct cleaning and disposal operations to comply with codes, ordinances, regulations, and anti-pollution laws.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 DURING CONSTRUCTION

- A. Execute daily cleaning to keep the Work, the site and adjacent properties, free from accumulations of waste materials, rubbish and windblown debris, resulting from construction operations.
- B. Provide onsite containers for the collection of waste materials, debris and rubbish. All waste materials including containers, food debris and other miscellaneous materials must be disposed of daily in onsite containers.
- C. Remove waste materials, debris and rubbish from the site periodically and dispose of at legal disposal areas away from the site.

3.02 FINAL CLEANING

- A. Employ skilled workmen for final cleaning.
- B. Remove grease, mastic, adhesives, dust, dirt, stains, fingerprints, labels, and other foreign materials from sight-exposed interior and exterior surfaces.
- C. Broom clean exterior paved surfaces; rake clean other surfaces of the grounds.
- D. Prior to final completion or Owner occupancy, Contractor shall conduct an inspection of sight-exposed interior and exterior surfaces and all work areas to verify that the entire Work is clean.

*** * END OF SECTION * ***

SECTION 01720
PROJECT RECORD DOCUMENTS

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

Maintain at the site for the Owner one record copy of:

- A. Conformed Drawings.
- B. Conformed Specifications.
- C. Change Orders and other Modifications to the Contract.
- D. Engineer's Field Orders or written instructions.
- E. Approved Shop Drawings, Working Drawings and Samples.
- F. Field Test records.
- G. Construction photographs.
- H. Latest, Approved Progress Schedule.

1.02 MAINTENANCE OF DOCUMENTS AND SAMPLES

- A. Store documents and samples in a manner and location to prevent damage.
 - 1. Provide files and racks for storage of documents.
 - 2. Provide secure storage space for storage of samples.
- B. File documents and samples in accordance with CSI section numbers.
- C. Maintain documents in a clean, dry, legible, condition and in good order. Do not use record documents for construction purposes.
- D. Make documents and samples available at all times for inspection by the Owner.
- E. As a prerequisite for monthly progress payments, the Contractor is to exhibit the currently updated "record documents" for review by the Owner.

1.03 MARKING DEVICES

Provide felt tip marking pens for recording information in the color code designated by the Owner.

1.04 RECORDING

- A. Label each document "PROJECT RECORD" with rubber stamp.
- B. Record information concurrently with construction progress and do not conceal any work until required information is recorded.
- C. Legibly mark drawings to record actual construction:
 - 1. The Contractor shall use the following color code in marking Contract Drawings:
 - a. Yellow for no change.
 - b. Red to indicate additions, deletions and changes.
 - 2. Elevations of various structure elements in relation to elevation datum.
 - a. Elevations referenced to control points established by the Owner's agent.
 - b. Specifically, elevations of drainage culvert inverts, ditch grades, top of roadway and driveway curbs, bridges, etc.
 - 3. Location of internal utilities and appurtenances concealed in the construction by referencing to visible and accessible features of the structure.
 - 4. Field changes of dimension and detail.
 - 5. Changes made by Field Order or by Change Order.
 - 6. Details not on original contract drawings.
- D. Specifications and Addenda; Legibly mark each Section to record:
 - 1. Manufacturer, trade name, catalog number, and Supplier of each Product and item of equipment actually installed.
 - 2. Changes made by Field Order or by Change Order.
- E. Shop Drawings (after final review):

-
- F. Certified site survey and line elevations and stationing at 100 foot increments and all points of change of direction of channel improvements (Section 01050) by a registered land surveyor.

1.05 SUBMITTAL

- A. At Contract close-out, deliver Record Documents to the Owner.
- B. Accompany submittal with transmittal letter in duplicate, containing:
1. Date.
 2. Project title and number.
 3. Contractor's name and address.
 4. Title and number of each Record Document.
 5. Signature of Contractor or his authorized representative.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

*** * END OF SECTION * ***

SECTION 01740

WARRANTIES AND BONDS

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Compile specified warranties and bonds, as in Articles 5 and 13 of the General Conditions.
- B. Co-execute submittals when so specified.
- C. Review submittals to verify compliance with Contract Documents.
- D. Submit to the Owner for review.

1.02 SUBMITTAL REQUIREMENTS

- A. Assemble and include warranties, bonds and service and maintenance contracts, executed by each of the respective manufacturers, couplers, and subcontractors including effective dates.
- B. Number of original signed copies required. Two (2) each.
- C. Table of Contents. Neatly typed in orderly sequence. Provide complete information for each item.
 - 1. Product or work item.
 - 2. Firm, with name of principal, address and telephone number.
 - 3. Scope.
 - 4. Date of beginning warranty, and bond.
 - 5. Duration of warranty.
 - 6. Provide information for Owner's personnel:
 - a. Proper procedure in case of failure.
 - b. Instances which might affect the validity of warranty or bond.
 - 7. Contractor, name of responsible principal, address and telephone number.

1.04 FORM OF SUBMITTALS

- A. Prepare in duplicate packets.
- B. Format:
 - 1. Size 8-1/2-inches x 11-inches, punch sheets for standard 3-post binder.
 - 2. Cover: Identify each packet with typed or printed title "WARRANTIES AND BONDS." List:
 - a. Title of Project.
 - b. Name of Contractor.
- C. Binders: Commercial quality, three-post binder, with durable and cleanable plastic covers and maximum post width of 2-inches, "D" ring.

1.05 WARRANTY REQUIREMENTS

- A. For all components of the work, unless stated otherwise in these specifications for each individual item of equipment, submit a written warranty from the manufacturer to replace promptly any component thereof which, in the sole opinion of the Engineer, has defects in design, workmanship, materials, or performance within a one (1) year period following the date of acceptance for operation (Substantial Completion) by the Owner. The manufacturer's warranty period shall be concurrent with the Contractor for one (1) year, unless otherwise specified, commencing at the time of acceptance for operation (beneficial use) by the Owner and shall be read in conjunction with the Contractor's warranty which shall operate together to provide for replacement of defective components and restoration of proper operation. The Contractor shall be solely responsible for both warranties and the warranty below.
- B. 25-Year Warranty applicable to all lighting equipment including poles, luminaires, drivers, cross arms, contactors, and control panel(s): Each manufacturer shall supply a signed warranty covering the system's components for 25 years from the date of shipment. Warranty shall guarantee specified light levels. Manufacturer shall maintain specifically-funded financial reserves to insure fulfillment of the warranty for the full term. Warranty may exclude damage caused by weather events such as lightning or hail damage, improper installation, vandalism or abuse, unauthorized repairs or alterations, or product made by other manufacturers.
- C. Maintenance: Manufacturer shall monitor the performance of the lighting system (maintain 30 foot candles during warranty period), including on/off status, hours of usage and luminaire outage for 25 years from the date of equipment shipment. Parts and labor shall be covered such that individual luminaire outages will be repaired when the usage of any field is materially impacted. Manufacturer is responsible for removal and replacement of failed luminaires, including all parts, labor, shipping, and equipment rental associated with maintenance. Owner shall be responsible to check fuses in the event of a luminaire outage.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION(NOT USED)

*** * END OF SECTION * ***

SECTION 16010

GENERAL REQUIREMENTS

PART 1 – GENERAL

1.01 Governing Clause

The phrase "CONTRACTOR shall furnish and install" unless specified or indicated otherwise, shall be omitted for the sake of brevity in these specifications. However, these phrases are implied. Any mention of material and/or operations in the specifications or drawings will require CONTRACTOR to furnish and install such materials and perform each and every operation required for a complete and operable system and to the complete satisfaction of the ENGINEER. The drawings are diagrammatic and may not necessarily show each and every wire, conduit, conduit routing, junction electrical box and/or final connection required for all pieces of equipment. However, the intent of this paragraph is to require that the CONTRACTOR furnish labor and materials to make all required final electrical power connections whether or not shown to all equipment shown on the drawings issued as bidding documents for this project.

1.02 General Conditions

- A. General Conditions, Supplementary General Conditions, Information to Bidders, General Requirements, Special Conditions, Addenda, Wage Rates, and other pertinent documents issued under these specifications and shall be complied with in every respect as though fully written herein.
- B. Notwithstanding Any Reference in the Specifications to Any Article, Device, Product, material, fixture, form or type of construction by name, make or catalog number, such reference shall be interpreted as establishing a standard of quality and performance and shall not be construed as limiting competition; and in such cases, may at his option use any article, device, product, material, fixture, form or type of construction which in the final judgment of the ENGINEER expressed in writing, is an approved equal to that specified.

1.03 Record Drawings and Operating and Maintenance Manuals

Furnish to the ENGINEER at job acceptance and completion, the following in compliance with Section 01720:

- A. Record Drawings: One set of blue line prints marked in black, showing an accurate location of all variations of the work actually installed related to the original drawings. The drawings shall include all approved and installed Change Orders, field condition changes, and other variations from the original plans and specifications.
- B. Operation and Maintenance Manuals: Furnish three copies of an operation and maintenance manual for each electrical system and for each piece of equipment. Three copies of the complete manuals bound in a 3-inch, 3-ring black binder with color coded tabs as directed by the ENGINEER labeling all shop drawings, approved manufacturers brochures, control diagrams, maintenance instructions and other data required by the contract documents reflecting the record fabrication and installation of all systems or equipment installed. One manual shall be furnished prior to the time that the system or equipment tests are performed.

The remaining two manuals shall be furnished to the ENGINEER before the contract is closed out.

- C. The following identification shall be inscribed in minimum : "-high alphabet type letters on the outside front corner: The words "OPERATING AND MAINTENANCE MANUAL", the name and location of the project and the contract number. The manual shall include the names, addresses, and telephone number of each subcontractor. Installing equipment and systems, the local manufacturer=s representative for each item of equipment and each system. This information shall be contained on the first page of the binder. Lettering shall be permanent signage and not stick-on type.
- D. The manual shall have a typewritten table of contents with the tab sheets placed before instructions covering the subject. The instruction sheets shall be legible with large sheets of drawings folded in. The manual shall include a system layout showing circuits, devices, and controls; control diagrams with explanation of operation and control of each component; start-up control sequence, and operation; a detailed description of the function of each principal component of the system; the procedure for starting; the procedure for operating; shut-down instructions; installation instructions, maintenance and overhaul instructions; lubrication schedule including type, grade, illustrations; test procedures; performance data; and parts list. The parts list for equipment shall indicate the sources of supply, recommended spare parts, and the service organization which is reasonably convenient to the site. The manual shall be complete in all respects for all equipment, controls, and accessories provided.

1.04 Tests and Inspections

The complete job shall be, during actual construction, and for the warranty provision period, subject to the supervision of the ENGINEER and will have the following tests and inspections conducted without any additional cost to the contract.

- A. By ENGINEER'S inspections and tests conducted by him or for him in his presence. Upon written notice, CONTRACTOR shall furnish not to exceed two men, one to include the job foreman and tools to assist and be directed by the ENGINEER for a reasonable amount of time to make such tests and inspections as are requested by the ENGINEER pertaining to the safety and operation of any device or system installed.
- B. By complete insulation break-down tests with a megger of each and every branch circuit, and service entrance. All 600 volt conductors shall meet a minimum of resistance of 1,000,000 OHMS. Tests shall be performed prior to any connections to overcurrent devices, devices or equipment. All readings shall be made in the ENGINEER'S presence or his authorized representative and a type-written report of same submitted to him before the job is subject to his approval. The manufacturer, cat. no. and type or megger shall be noted on the report.
- C. By any federal, state or local authority having jurisdiction of the project.
- D. By the Mississippi State Rating Bureau. After inspection by this agency, corrections of any deficiencies shall be made which were found adversely affecting the insurance to be carried by the OWNER. Acceptance of the Rating Bureau's report or subsequent reports lie with the ENGINEER or OWNER. Electrical contractor/subcontractor shall pay all cost for this work.

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- E. Properly phase out the entire electrical system to balance all loads as close as possible.
 - F. Certified Test Reports: Before any equipment or materials are delivered to the project site, certified copies of all test reports specified in the individual sections of this specification shall be submitted to the ENGINEER for his approval.

1.05 Guarantee

- A. Guarantee to the OWNER all work performed and all equipment installed under this contract shall be free from defects in workmanship and materials for a period of one year unless noted otherwise from date of final written acceptance by the ENGINEER and the OWNER.
- B. Defects shall be corrected arising during this one year period at the CONTRACTOR'S own expense, upon written notice of the OWNER or his authorized representative.

1.06 General Information

- A. Plans are diagrammatic. Judgment and care shall be exercised to install all electrical work in a practical manner which shall function properly and fit the construction and finishes. Electrical devices not shown or specified which shall be required or any device or system to produce a complete and operative system shall be brought to the ENGINEER'S attention at least five days prior to the bid date in order for such devices to be noted or clarified in an addendum, otherwise furnished at his own expense.
- B. Cooperate with others in laying out work so that the electrical phase of the work will properly fit the construction and finishes. Space requirements, etc. other than that shown on the plans required to facilitate the electrical construction, shall be brought to the ENGINEER'S attention prior to commencing any work so that proper action may be taken to remedy this.
- C. Exact location of equipment shall be determined on the job. Do not scale electrical drawings for exact location of any equipment. All mounting heights shall be verified prior to rough-in.
- D. ENGINEER reserves the right to change the location of any equipment improperly installed and to change the exact location of any equipment connection location up to twenty feet prior to rough-in with no additional cost to the contract.
- E. Circuit grouping, conduit or cable runs are indicated diagrammatically with number of conductors shown in each raceway to clarify the operation and function of various systems. Provide the proper number of conductors and conduits or cables to produce an operative system as specified herein. Where conductors not shown, consult manufacturer's recommendations.
- F. Branch circuit shall be indicated as 2 or 3 wire circuits unless otherwise noted. No two ungrounded conductors will be connected to the same ungrounded main in any panel. There shall be no splicing of branch circuit conductors in any panel, safety switch or non-automatic circuit breaker in separate enclosures.
- G. All materials shall be new (unless otherwise noted on the drawings or specified herein) and of approved equal or superior quality to those specified. All equipment or materials shall

conform to the latest requirements of Underwriter's Laboratories, National Electrical Code, National, State or local agency having jurisdiction, American National Standards Institute (ANSI), National Electrical Safety Code and National Fire Protection (NFPA) Codes.

- H. All conductors shall be color coded as specified herein. All conductors not complying with the specified color code shall be removed and replaced solely at the electrical subcontractor's expense.
- I. All materials, devices, equipment, etc. shall be installed, tested and connected in strict compliance with manufacturer's recommendations.
- J. Install all materials, equipment, devices, etc. in a neat and workmanlike manner. Use only experienced labor or employ appropriate subcontractor to do all cutting and patching necessary for the installation of his materials.
- K. Protect from damage all apparatus and equipment furnished on this project. Equipment and materials shall be properly stored and adequately protected and carefully handled to prevent damage before and during installation. Equipment and materials shall be handled, stored and protected in accordance with the manufacturer's recommendations and as approved by the ENGINEER. Electrical conduit shall be stored to provide protection from the weather and accidental damage. Plastic conduit shall be stored on even supports and in locations not subject to direct sun rays or excessive heat. Cables shall be sealed, stored and handled carefully to avoid damage to the outer covering or insulation and damage from moisture and weather. Any piece of equipment or material marred or damaged shall be repaired, repainted and/or replaced to the complete satisfaction of the ENGINEER.
- L. Any piece of equipment, switch, device, etc. shown mounted on and/or adjacent to any installed equipment which, if installed, may impair the proper operation of that equipment, shall be removed by the electrical contractor/subcontractor as required in order that installed equipment shall function properly. ENGINEER shall be notified immediately if any such condition exists.

1.07 Removal of Salvage Material and Debris

It shall be the responsibility of the CONTRACTOR to have all trash, salvage material, etc. related to the electrical work completely removed from the project site at all times during construction.

1.08 Trenching and Backfilling

- A. All trenching shall be done by mechanical means and all sides straight and vertical. Width of trenches shall not exceed eight inches on either side of placed equipment.
- B. All backfill shall be made with red sand (unless otherwise specified) and packed by mechanical means every six inches and left with a six-inch layer above finish grade to allow settling unless asphalt or concrete topping is to be provided.
- C. Where required by safety or recommended standards and where any excavated trench or hole is more than five feet deep, install shoring on all sides to protect against sides caving in. Shoring method and material shall be the CONTRACTOR's responsibility.

1.09 Cutting, Patching, Finishing and Painting

- A. The CONTRACTOR shall be responsible for all cutting required to install his work. All existing walls shall be carefully trenched, cut, etc. to depths required to completely recess conduit and boxes. Where masonry walls are encountered, blocks and/or brick shall be carefully saw cut to exact box dimensions and conduit shall be routed in cavities, air spaces, etc.
- B. It shall be the responsibility of the CONTRACTOR to have all patching, finishing, painting, etc. done by qualified personnel related to his work.
- C. It shall be the responsibility of the CONTRACTOR to have all exposed conduit, piping and wireways painted where exposed in any space or location.

1.10 Corrosion Protection

It is the intent of these specifications to have all joints, connections, etc. exposed to climatic conditions to be completely watertight using the following:

- A. Nylon gland rings on all Liquid-tite conduit connectors.
- B. Nylon gland rings on all locknuts installed in boxes subject to moisture.
- C. Insulated throat connectors on all compression connectors.
- D. Corrosion inhibitors shall be placed in all environmental, control panels, exposed to damp or wet locations. Inhibitors shall be an approved equal to "Hoffman" A-HCI-1, A-HCI-5 and A-CI-40 and shall be sized in accordance with volume content of the device to be protected.
- E. Where equipment is exposed to severe conditions such as salts, acids, alkalies, sewer gases, etc., all equipment shall be sprayed inside and out with two coats of General Electrical Glyptal No. 1201-A or an approved equal.

1.11 Project Site Inspection

It shall be the responsibility of the CONTRACTOR to visit the proposed sites and make his own observation of the work to be done under the plans and specifications and same shall be contained in his bid proposal. Failure to do so will not relieve him of any responsibility and will not be justification for requesting additional money from the OWNER.

1.12 Coordination of Existing Utilities

It shall be the responsibility of the CONTRACTOR to coordinate all existing utilities location both overhead and underground and verify their locations with the various utilities prior to commencing any work. CONTRACTOR shall call Mississippi One Call 811 and obtain a utility location request number and refer to this number each time a utility company is notified of diggings or trenching near their utilities. Failure to do this shall not relieve him of any responsibility and will not be justification for requesting additional money from the OWNER due to damage of any of these utility lines.

1.13 Construction Tools, Utilities and Buildings

The CONTRACTOR shall furnish all tools, utilities, job office and storage buildings required for his use and to protect all electrical equipment as directed by the ENGINEER.

1.14 Payment Items

Progress payments shall be made to the CONTRACTOR based on the percentage of work performed on various payment items. The electrical payment items shall be included with the preliminary schedule of values and payment requests submitted by the CONTRACTOR.

1.15 Manufacturer's Recommendations

Where installation procedures are specified to be in accordance with the recommendations of the manufacturer of the material or equipment being installed, printed copies of these recommendations shall be furnished to the ENGINEER by the CONTRACTOR prior to installation. Installation of the item will not be allowed to proceed until the recommendations are received. Failure to furnish these recommendations can be cause for rejection of the material.

1.16 Submittals

Specific items requiring submittals shall be as specified herein. Shop drawings shall be submitted and approved before procurement, fabrication or delivery of such items to the project site. Partial submittals are not acceptable; such submittals will be returned without review.

- A. **Manufacturer's Data:** Submittals for each manufactured item shall be manufacturer's descriptive literature, equipment drawings, diagrams, performance and characteristic curves and catalog cuts. Each submittal shall include the manufacturer's name, trade name, catalog model or number, nameplate data, size, layout dimensions, capacity, specification reference, applicable federal, military and industry specification references and all other information necessary to establish contract compliance.
- B. **Shop drawings** shall show types, sizes, accessories, elevations, plans, sectional view, installation details, elementary diagrams and wiring diagrams. Wiring diagrams shall identify circuit terminals and shall indicate the internal wiring for each item of equipment and the interconnection between the items. Drawings shall also indicate adequate clearance for operation, maintenance and replacement of operating equipment devices. If any equipment is disapproved, the drawings shall be revised to show acceptable equipment and be resubmitted.
- C. **Standards Compliance:** When materials or equipment must conform to the standards of organizations such as the American National Standards Institute (ANSI), American Society for Testing and Materials (ASTM), National Electrical Manufacturer's Association (NEMA) and Underwriters' Laboratories (UL), proof of such conformance shall be submitted to the ENGINEER for approval. If any organization uses a label or listing to indicate compliance with a particular standard, the label or listing will be acceptable evidence, unless otherwise specified in the individual sections. In lieu of the label or listing, the CONTRACTOR shall submit a certificate from an independent testing organization, which is competent to perform acceptable tests and is approved by the ENGINEER. The certificate shall state that the item has been tested in accordance with the specified organization's test methods and that the item conforms to the specified organization's standard. For materials and equipment whose

compliance with organizational standards or specifications is not regulated by an organization using its own listing or label as proof of compliance, a certificate of compliance from the manufacturer shall be submitted for approval. The certificate shall identify the manufacturer, the product and the referenced standard and shall simply state that the manufacturer certifies that the product conforms to all requirements of the project specification and of the referenced standards listed.

PART 2 – PRODUCTS

2.01 Materials and Equipment

All materials, equipment and devices shall, as a minimum standard, meet the requirements of UL where UL standards are established for those items and the requirements of NFPA 70. All items shall be new unless specified or indicated otherwise.

2.02 Nameplates

Fed. Spec. L-P-387. Provide laminated plastic nameplates for each panel, transformer, relay, contactor, starter, safety switch and device. Each nameplate inscription shall identify the equipment and serving panel, and when applicable, the location. Nameplates shall be melamine plastic, 0.125-inch thick, white with black center core. Surface shall be matte finish. Corners shall be square. Accurately align lettering and engrave into the black core. Minimum size of nameplates shall be as follows:

- A. Style No. 1: 1.0 inch by 2.5 inches for panelboard and terminal cabinet enclosures.
- B. Style No. 2: 0.5 inch by 1.5 inches for safety switches, enclosed individually mounted circuit breakers, small junction/terminal boxes, etc.

2.03 Warning Signs

ANSI Z35.1. Provide warning signs for the electric panel boards. Provide signs with the legend "DANGER HIGH VOLTAGE KEEP OUT" printed in three lines of nominal 3-inch high letters.

PART 3 – EXECUTION

3.01 Nameplate Mounting

Provide number, location and letter designation of nameplates. Fasten nameplates to the device or enclosure with a minimum of two oval head stainless steel screws.

3.02 Painting of Equipment

- A. Factory Applied: Electrical equipment shall have factory-applied painting systems which shall, as a minimum, meet the requirements of NEMA ICS 6 corrosion-resistance test.
- B. Field Applied: Paint electrical equipment as required to match finish or to meet safety criteria. Painting shall be a minimum of three coats consisting of primer and two finish coats. Touch-up paint of all equipment shall be required where equipment has become

damaged as a result of handling, rusting, etc. Paint shall be applied in even three coats, consisting of prime coat and two finish coats. See plans for special PVC applications.

****END OF SECTION****

SECTION 16020

CODES AND STANDARDS

PART 1 – GENERAL

1.01 Description

The following codes and standards shall be complied with as though fully written herein in these specifications and shall be applicable to CONTRACTOR, supplier and manufacturer. Dates and amendments shall be the latest edition thereof in force at time of project bid date. Bidders shall be responsible for obtaining their own copies of these codes and standards and pay all cost thereof. Bidders may request addresses of codes and standards issuing agency from ENGINEER in writing in sufficient time to obtain required copies from issuing standards institute.

- A. National Fire Protection Association (NFPA)
 - NFPA 70 National Electrical Code (N.E.C.)
 - NFPA 78 Lightning Protection Code
 - NFPA 77 Recommended Practice on Static Electricity
- B. American National Standards Institute (ANSI)
 - ANSI B16.11 Forged Steel Fittings, Socket Welding and Threaded
 - ANSI C57.12.01 General Requirements for Dry-Type Distribution and Power Transformers
 - ANSI C57.12.91 Test Code for Dry-Type Distribution and Power Transformers
 - ANSI Z35.1 Accident Prevention Signs
 - C80.1 Specification for Rigid Steel Conduit, Zinc-Coated
- C. Occupational Safety and Health Act (OSHA) Requirements
- D. Underwriters Laboratories (UL)
 - UL 6 Rigid Metallic Conduit
 - UL 50 Cabinets and Boxes
 - UL 360 Liquid-Tite Flexible Steel Conduit
 - UL 467 Grounding and Bonding Equipment
 - UL 486A Wire Connectors and Soldering Lugs for Use with Copper Conductors
 - UL 468C Splicing Wire Connectors
 - UL 489 Molded Case Circuit Breakers
 - UL 508 Enclosures
 - UL 510 Insulating Tape
 - UL 514A Outlet Boxes and Fittings
 - UL 651 Schedule 40 and 80 Rigid PVC Conduit
 - UL 854 Service-Entrance Cables
 - UL 869 Service Equipment
 - UL 943 Ground-Fault Circuit Interrupters
 - UL 1059 Terminal Blocks
 - UL 1449 Transient Voltage Surge Suppressors
 - UL 1561 Dry-Type General Purpose and Power Transformers

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- | | |
|---------|--|
| UL 1581 | Reference Standard for Electrical Wires, Cables and Flexible Cords |
|---------|--|
- E. National Electrical Manufacturer's Association (NEMA)
- | | |
|------|--|
| WC3 | Rubber-Insulated Wire and Cable for the Transmission and Distribution of Electrical Energy |
| TC3 | PVC Fittings for Use with Rigid PVC Conduit and Tubing |
| RN1 | PVC Externally Coated Rigid Galvanized Steel Conduit and Electrical Metallic Tubing |
| ICS1 | General Standards for Industrial Control and Systems |
| ICS2 | Standards for Industrial Control Devices, Controllers and Assemblies |
| ICS6 | Terminal Blocks for Industrial Control Equipment and Systems |
| TC2 | Electrical Plastic Tubing (EPT) and Conduit EPC-40 and EPC-80 |
| TR1 | Transformers, Regulators and Reactors |
| WD1 | General Purpose Wiring Devices |
| LA1 | Surge Arrestors |
- F. Institute of Electrical and Electronic Engineers (IEEE): Standard Dictionary of Electrical and Electronics Terms
- G. American Society for Testing and Materials (ASTM)
- | | |
|------|---|
| A53 | Pipe, Steel, Black and Hot-Dipped Zinc-Coated |
| A123 | Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products |
| A153 | Zinc Coating (Hot-Dip) on Iron and Steel Hardware |
| B8 | Concentric-Lay-Stranded Copper Conductors, Hard, Medium-Hard or Soft |
| A525 | General Requirements for Steel Sheet, Zinc-Coated (Galvanized) by the Hot-Dip Process |
| A780 | Repair of Damaged Hot-Dip Galvanized Coatings |

PART 2 – PRODUCT NOT USED

PART 3 – EXECUTION NOT USED

****END OF SECTION****

SECTION 16030

ELECTRICAL SYSTEMS SCHEDULE

PART 1 – GENERAL

1.01 DESCRIPTION

- A. CONTRACTOR to furnish all materials and labor and perform all operations, including, but not limited to, coordination with general construction shop and field drawings, manufacturer's recommendations and installation instructions, to produce a complete and operative system. It is specifically noted that the plans are diagrammatic and the specifications are descriptive and do not show every piece of equipment, conduit, wiring boxes, etc.; however, where any mention of a system or system operation is indicated in the contract documents, CONTRACTOR shall provide material and labor for that system to be fully operational to the satisfaction of the ENGINEER and OWNER.
- B. The following operative systems shall be applicable to this project.
 - 1. Secondary underground 480-volt service and distribution system, complete with conduit, conductors, termination lugs, trenching and backfill, and testing.
 - 2. Site power system (600-volt and below) complete with final electrical connections to all panels, auxiliary equipment controls, distribution equipment, transformers, lights, etc.
 - 3. Lighting systems complete with fixtures, accessories, mounting hardware, lamps, poles, etc.
 - 4. Grounding protection system complete with wiring, connectors, ground rods, exothermic connections, compression connectors and certification from supplier.

PART 2 – PRODUCTS NOT USED

PART 3 – EXECUTION NOT USED

****END OF SECTION****

SECTION 16040

BASIC MATERIALS AND METHODS

PART 1 – GENERAL

1.01 Description

- A. Equipment and materials specified by manufacturer's name and catalog number or an approved equal by the ENGINEER unless otherwise specifically stated herein.
- B. CONTRACTOR shall submit to the ENGINEER in triplicate, typewritten copies of all electrical materials and equipment proposed for use on the project within ten (10) days after award of contract. If this list is not received prior to fifteen (15) days after award of contract, CONTRACTOR is required to furnish specified items by manufacturer and catalog number.
- C. Verbal or written requests by sales agents, manufacturer's agents, CONTRACTOR'S or subcontractors for substitutions of specified equipment by manufacturer and catalog number prior to opening of bids will not be considered or approved. In no case will prior approval be given verbally or in writing of any equipment whether specified by manufacturer and catalog or not prior to opening of bids.
- D. CONTRACTOR shall not place any orders or release shipment of any piece of equipment or materials until all formal submittals have been approved by ENGINEER including any supplemental submittal requirements requested by the ENGINEER.
- E. Samples of any equipment or materials may be required at the ENGINEER's request. This shall apply to specified items and substituted items. Samples shall be made available to the ENGINEER at his designated location. Special equipment such as motor control centers, generators, automatic transfer switch, radio equipment, fire alarm or intrusion alarm systems would be required to be set up and inspections made available at the manufacturer's plant locations. All expenses for travel, per diem, etc. will be paid for by the CONTRACTOR. This expense may include an OWNER'S representative.
- F. The ENGINEER's opinion shall be final and binding on the approved equal status for equality of any substituted item from that listed by manufacturer and/or manufacturer catalog number.
- G. Submittals for approval by ENGINEER shall include shop drawings, manufacturer's brochures and data sheets, samples where required such as paint, waterproofing, marking tape, wiring and cable; test reports, testing procedures, finishes, etc. Refer to Section 01340.
- H. Submittals shall be required, but not limited to, the following:
 - 1. Transformers.
 - 2. Wire and cable
 - 3. Conduit and fittings
 - 4. Boxes, covers and plates
 - 5. Branch circuit compression connectors

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6. Marking and identification devices
 7. Grounding system
 8. Paint
 9. Lighting fixtures
 10. Panelboards
 11. Metering Equipment
 12. Miscellaneous as shown on drawings
 13. Lamps
 14. Poles

PART 2 – PRODUCTS NOT USED

PART 3 – EXECUTION NOT USED

****END OF SECTION****

SECTION 16050
UTILITY SERVICE

PART 1 – GENERAL

1.01 Description

- A. Scope: Furnish all labor materials, equipment and incidentals required to provide electric utility service for the project from the serving utility. The services consist of one 4-wire services, 277/480-volt 3-Phase Services. In general, the following work shall be performed by the Contractor.
 - 1. Ball field complex secondary wiring from pole-mounted transformers to disconnect on structure shall be installed by Mississippi Power Company.
 - 2. Contractor shall install power service secondary structure with all components, all conduit and conductors to all lighting, building and miscellaneous components and make final connections
- B. Coordination: Contractor shall make all arrangements with regard to the service connections required. It shall be the responsibility of the Contractor to fully coordinate with the serving utility requirements.
- C. Work performed by others: The following work will be performed by the serving utility: Supply of distribution transformer and primary lines.

1.02 Quality Assurance

Work in connection with electric utility shall be done in strict conformance with the requirements of the serving utility.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 16111
CONDUIT AND FITTINGS

PART 1 – GENERAL

1.01 Description

- A. Metal conduit.
- B. Flexible metal conduit.
- C. Liquid-Tite flexible metal conduit.
- D. Non-metal conduit.
- E. PVC-coated metal conduit.
- F. Fittings and conduit bodies.

1.02 Related Sections

- A. Section 16130, Boxes.
- B. Section 16170, Grounding and Bonding.
- C. Section 16190, Supporting Devices.
- D. Section 16195, Electrical Identification.

1.03 References

- A. ANSI C80.1 – Rigid Steel Conduit, Zinc Coated
- B. ANSI/NEMA PB 1 – Fittings, Cast Metal Boxes and Conduit Bodies for Conduit and Cable Assemblies.
- C. ANSI/NFPA 70 – National Electrical Code.
- D. NECA "Standard of Installation".
- E. NEMA RN 1 – Polyvinyl Chloride (PVC) Externally Coated Galvanized Rigid Steel Conduit and Intermediate Metal Conduit.
- F. NEMA TC 2 – Electrical Plastic Tubing (EPT) and Conduit (EPC-40 and EPC-80)
- G. NEMA TC 3 – PVC Fittings for Use with Rigid PVC Conduit and Tubing.

1.04 Design Requirements

Conduit Size: ANSI/NFPA 70 (unless noted otherwise on the drawings and contained herein.

1.05 Submittals

- A. Submit under provisions of Section 16010 and Section 01340, Shop Drawings, Project Data and Samples.
- B. Product Data: Provide for metallic conduit, Liquid-tite flexible metal conduit, non-metallic conduit, conduit bodies and fittings.

1.06 Project Record Documents

- A. Submit under provisions of Section 16010.
- B. Accurately record actual routing of all underground conduits and mark on record drawings.

1.07 Field Samples

- A. Provide under provisions of Section 16040.
- B. Provide field sample of PVC-coated steel conduit, one each at two feet long.
- C. Provide field sample of connectors and fittings.

1.08 Delivery, Storage and Handling

- A. Deliver, store, protect and handle products to site.
- B. Accept conduit on site. CONTRACTOR shall, prior to acceptance, inspect for damage.
- C. Protect conduit from corrosion and entrance of debris by storing above grade. Provide appropriate covering.
- D. Protect PVC conduit from sunlight.

1.09 Project Conditions

- A. Verify all field measurements as required or shown on drawings.
- B. Verify routing and termination locations of conduit prior to rough-in.
- C. Conduit routing is shown on drawings in approximate locations unless dimensioned. Route as required parallel and perpendicular to structures.

PART 2 – PRODUCTS

2.01 Conduit Requirements

- A. All wiring shall be installed in conduit, including power and low voltage unless otherwise noted on drawings as Direct Burial.
- B. Minimum size conduit shall be as follows: 2-inch for power and branch circuit wiring, unless noted otherwise on the drawings.
- C. Conduit shall be installed in accordance with the following schedule:
 - 1. In all poured construction concrete, **thick** wall galvanized rigid steel conduit (GRC) or Schedule 80 PVC.
 - 2. In exposed locations outdoors: Galvanized thick wall rigid steel (GRC).
 - 3. Underground installations: Schedule 40 PVC.

2.02 Fittings

- A. Where conduits, 2-inch through 1-inch conduits, enter junction boxes, pullboxes, panels, cabinets, gutters, etc. use insulated throat connectors, Raco Cat. #1003 and 1004, Locknuts #1133 and 1134, insulated throat bushing and #1222, 1223, and 1224, insulated throat ground bushings for rigid conduit, Raco Cat. #2912, 2913, 2914, for EMT. Raco Cat. #3302, 3303, 3304 for flexible metal conduit. Raco Cat. 3512, 3513 and 3514 for Liquid-Tite connectors. Conduits 13-inch and above entering junction boxes, pullboxes, panels, cabinets, gutters, etc. shall have insulated throat grounding bushings equal to Raco Cat. #1225, 1226, 1228, 1230, 1232, 1234 and 1236.
- B. Only threaded joint connectors and malleable iron no thread compression box connectors shall be used on rigid conduit. No fittings requiring set screws or indoor type applications, including BM connectors, will be allowed.

2.03 Conduit Straps and Hangers

Two-hole push-on stamped straps Raco Cat. #2232, 2233, 2234, 2235, 2236 and 2238 for rigid conduit. These anchors shall be used on surface areas such as concrete, masonry, wide flange beams, columns and wood. All screws shall be stainless steel.

2.04 Expansion and Seal off Fittings

Install seal-off fittings where required by code or shown on the drawings for the job. Fittings shall be Crouse-Hinds Type EYS for vertical runs, Type EZS for horizontal and vertical runs, or Type EYS elbow seals, or approved equal in Killark or Appleton. All seals shall be properly installed using a non-hardening sealing compound and shall be sealed as soon as cable is installed.

2.05 Rigid Metal Conduit

- A. Manufacturers:
 - 1. Allied
 - 2. Wheatland
 - 3. Republic
 - 4. Approved equal

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- B. Rigid Galvanized Steel Conduit (GRC): ANSI C801. UL 6.

2.06 PVC-Coated Metal Conduit

- A. Manufacturers:
1. Robroy
 2. Approved equal.
- B. Description: NEMA RN1; rigid steel conduit with external and internal PVC coating, 20 mil, 0.05 mm thick.
- C. Fittings and Conduit Bodies: ANSI/NEMA FB1; steel fittings with external and internal PVC coating to match conduit.

2.07 Liquid-tight Flexible Metal Conduit

- A. Manufacturers:
1. Alflex
 2. Anamet
 3. AFC
 4. Approved equal
- B. Description: Interlocked aluminum construction with PVC jacket.
- C. Fittings: ANSI/NEMA FB1.

2.08 Non-metallic Conduit

- A. Manufacturers:
1. Carlon
 2. Approved equal
- B. Description: NEMA TC2; Schedule 40 PVC.
- C. Fittings and Conduit Bodies: NEMA TC3.

PART 3 – EXECUTION

3.01 Installation

- A. Install conduit in accordance with NECA "Standard of Installation".
- B. Install non-metallic conduit in accordance with manufacturer's instructions.
- C. Arrange supports to prevent misalignment during wiring installation.
- D. Support conduit using coated steel straps with stainless steel screws.

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- E. Fasten conduit supports to structures and surfaces under provisions of this section.
 - F. Do not support conduit with wire or perforated pipe straps in any type structure. Remove wire used for temporary supports.
 - G. Route all conduit, whether exposed or concealed, parallel and perpendicular to structures, etc.
 - H. Route conduit in and under slab or above ceiling from point-to-point.
 - I. Maintain 12-inch (300 mm) clearance between conduit and surfaces with temperatures exceeding 104E F. (40E C.).
 - J. Bring conduit to shoulder of fittings, fasten securely.
 - K. Join non-metallic conduit using cement as recommended by manufacturer. Wipe non-metallic conduit dry and clean before joining. Apply full even coat of cement to entire area inserted in fitting. Allow joint to cure for 20 minutes, minimum.
 - L. Use conduit hubs for sealing locknuts to fasten conduit to cast boxes. All conduit entering top or sides of all junction boxes, pullboxes, wiring gutters, etc., exposed to weather shall have myers hub connectors.
 - M. Install no more than equivalent of four 90-degree bends between boxes. Use conduit bodies to make sharp changes in direction, as around beams. Use factory elbows for bends in metal conduit larger than 2-inch (50 mm) size. All bends shall be long radius. All field bends on conduit shall be made in accordance with tables in Article 346, NFPA 70.
 - N. Avoid moisture traps; provide junction box with drain fitting at low points in conduit system.
 - O. Provide suitable fittings to accommodate expansion and deflection where conduit crosses control and expansion joints.
 - P. Provide suitable nylon pull string or No. 14 AWG steel wire in each conduit except sleeves and nipples.
 - Q. Use suitable caps to protect installed conduit against entrance of dirt and moisture.
 - R. Ground and bond conduit under provision of Section 16170.
 - S. Identify conduit under provisions of Section 16195.
 - T. All conduit male threads shall be coated with "General Electric" RTV silicone sealer where conduit is installed outdoors, in contact with concrete or earth.
 - U. All feeders shall be run in galvanized or sheradized thick wall rigid steel (GRC), or IMC.
 - V. All conduits shall be sized as noted on the drawings and contained therein. Where size is not shown, consult ENGINEER.

-
- W. All upturned conduits shall be capped during construction rough-in to prevent moisture or debris from entering. Pull through each and every conduit a dry swab of sufficient size to remove any and all moisture. Seal all conduit terminations with GE Silicone or duct putty prior to final acceptance of the project.
 - X. Maximum length of flexible liquid-tite conduit shall not exceed 5 feet.
 - Y. Assure ground continuity on all branch circuitry conduits with two locknuts, one inside and one outside of all boxes, cabinets and gutters for rigid conduit.
 - Z. Conduit Curb:
 - 1. In concrete slabs or floors, provide a 2-inch high curb extending 2-inches from the outer surface of the conduit penetrating the floor, to prevent corrosion.
 - 2. Terminate conduit stub-ups in couplings, slightly above the finished concrete curb.
 - 3. Paint the stub-up with Scotch-Clad Protective Coating #1706 or equal, a minimum of 6-inches above and below the finished surface of the concrete.

3.02 Conduit Supports

Support conduits as follows:

- A. Galvanized rigid thick wall conduit (GRC), IMC and EMT, within three (3) feet of all outlet boxes, junction boxes, cabinets, gutters or fittings. Horizontally anchored at 10'-0" maximum intervals. Other spacings are noted on the plans.
- B. Liquid-tite flexible conduit (Sealtite), within 12 inches of all outlet boxes, junction boxes, cabinets, gutters or fittings and bends or turns. Horizontally anchored at 2-foot intervals. Minimum size permitted is 3/4-inch.

****END OF SECTION****

SECTION 16120
WIRE AND CABLE

PART 1 – GENERAL

1.01 Description

- A. Building wire.
- B. Cable including instrumentation, control, etc.
- C. Wiring connections and terminations.

1.02 References

- A. NEMA WC 3 – Rubber-insulated wire and cable for the transmission and distribution of electrical energy.
- B. NEMA WC 5 – Thermoplastic-insulated wire and cable for the transmission and distribution of electrical energy.

1.03 Submittals

- A. Submit manufacturer's product data under the provisions of Section 16010, Shop Drawings Submittal.
- B. Submit manufacturer's instructions.

PART 2 – PRODUCTS

2.01 Conductors

- A. Thermoplastic insulated building wire: NEMA WC5.
- B. Rubber insulated wire: NEMA WC3.
- C. Feeders and branch circuits: copper, stranded conductor, 600 volt insulation THHN-THWN in conduit.
- D. Service entrance cable: copper, stranded conductor, 600 volt insulation, THHN-THWN in conduit.

PART 3 – EXECUTION

3.01 General Wiring Methods

- A. Use no wire smaller than #12 AWG for power circuits and no smaller than #14 AWG for control wiring.
- B. Place an equal number of conductors for each phase of a circuit in same raceway or cable.
- C. Splice only in junction or outlet boxes.
- D. Neatly train and lace wiring inside boxes, equipment and panelboards.

3.02 Wiring Installation in Raceways

- A. Pull all conductors into a raceway at the same time. Use UL listed wire pulling lubricate for pulling #4 AWG and larger wires.
- B. Completely and thoroughly swab raceway system before installing conductors.

3.03 Cable Installation

Provide protection for exposed cables where subject to damage.

3.04 Wiring Connections and Terminations

- A. Splice only in accessible junction boxes.
- B. Thoroughly clean wires before installing lugs and connectors.
- C. Make splices, taps and terminations to carry full ampacity of conductors without perceptible temperature rise.
- D. Terminate spare conductors with electrical tape and wire nut.
- E. Splices in all junction boxes shall be made by the compression method. Crimp connectors shall be "Buchanan" Cat. #2006S, #2008S or #2011S with #2007, #2014 or #3007B caps or approved equal.

3.05 Field Quality Control

- A. Field inspection and testing will be performed under provisions of Section 16010.
- B. Inspect wire and cable for physical damage and proper connection.
- C. Torque test conductor connections and terminations to manufacturer's recommended values.
- D. Perform continuity test on all power and equipment branch circuit conductors. Verify proper

phasing connections.

3.06 Wire and Cable Installation Schedule

- A. Exterior Locations: Conductors in raceways.
- B. Underground Locations: Conductors in raceways.
- C. Color Coding (Power System): The following conductor color coding shall be used:

480Y/277-Volt System

Phase A – Brown
Phase B – Orange
Phase C – Yellow
Neutral – Gray
Equipment Ground – Green

240/120-V, 3-Wire, Single-Phase System

One Hot Leg – Black
One Hot Leg – Red
Neutral – White
Equipment Ground Green

208Y/120-Volt System

Phase A – Black
Phase A – Switch Leg – Gray
Phase B – Red
Phase B – Switch Leg – Pink
Phase C – Blue
Phase C – Switch Leg – Purple
Travelers – Yellow
Neutral – White
Equipment Ground – Green

****END OF SECTION****

SECTION 16130

BOXES

PART 1 – GENERAL

1.01 Description

- A. Wall and ceiling outlet boxes.
- B. Pull and junction boxes.

1.02 Related Sections

- A. Section 16111, Conduit and Fittings.
- B. Section 16141, Wiring Devices.
- C. Section 16160, Cabinets and Enclosures.
- D. Section 16180, Equipment Wiring Systems.

1.03 References

- A. ANSI/NEMA FB 1 – Fittings and Supports for Conduit and Cable Assemblies.
- B. ANSI/NEMA OS 1 – Sheet-steel Outlet Boxes, Device Boxes, Covers, and Box Supports.
- C. ANSI/NEMA OS 2 – Nonmetallic Outlet Boxes, Device Boxes, Covers and Box Supports.
- D. ANSI/NFPA 70 – National Electrical Code.
- E. NEMA 250 – Enclosures for Electrical Equipment (1000 Volts Maximum).

1.04 Project Record Documents

- A. Submit under provisions of Section 01720.
- B. Accurately record actual locations and mounting heights of outlet, pull, and junction boxes.

1.05 Regulatory Requirements

- A. Conform to requirements of ANSI/NFPA 70.
- B. Furnish products listed and classified by Underwriters Laboratories, Inc. as suitable for purpose specified and shown.

1.06 Project Conditions

- A. Verify field measurements as shown on Drawings.
- B. Verify locations of boxes and outlets in plant laboratory, offices and work areas prior to rough-in.
- C. Electrical boxes are shown on Drawings in approximate locations unless dimensioned. Install at location required for box to serve intended purpose. Include installation within 20 feet of location shown.

PART 2 – PRODUCTS

2.01 Outlet Boxes

- A. Sheet Metal Outlet Boxes: ANSI/NEMA OS 1, galvanized steel.
 - 1. Luminaire and Equipment Supporting Boxes: Rated for weight of equipment supported; include 1/2-inch or 3/4-inch male fixture studs where required.
 - 2. Only 4-inch square boxes with raised gang covers will be allowed.
- B. Cast Boxes: NEMA FB 1, Type FD, aluminum. Provide gasketed cover by box manufacturer. Provide threaded hubs as required.

2.02 Pull and Junction Boxes

- A. Sheet Metal Boxes: NEMA OS 1, galvanized steel.
- B. Surface-Mounted Cast Metal Box: NEMA 250, Type 3R; flat-flanged, surface-mounted junction box.
 - 1. Material: Cast aluminum.
 - 2. Cover: Furnish with ground flange, neoprene gasket, and stainless steel cover screws.
- C. In-Ground or Concrete Cast Metal Box: NEMA 250, Type 6, inside flanged, recessed cover box for flush mounting.
 - 1. Material: Galvanized cast iron.
 - 2. Cover: Nonskid cover with neoprene gasket and stainless steel cover screws.
 - 3. Cover Legend: ELECTRIC, COMM.

PART 3 – EXECUTION

3.01 Installation

- A. Install electrical boxes as shown on Drawings, and as required for splices, taps, wire pulling, equipment connections and compliance with regulatory requirements.
- B. Install electrical boxes to maintain headroom and to present neat mechanical appearance.

-
- C. Install pull boxes and junction boxes above accessible ceilings and in unfinished areas only.
 - D. Inaccessible Ceiling Areas: Install outlet and junction boxes no more than 6 inches (150 mm) from ceiling access panel or from removable recessed luminaire.
 - E. Install boxes to preserve fire resistance rating of partitions and other elements.
 - F. Align adjacent wall-mounted outlet boxes for switches, thermostats, and similar devices with each other.
 - G. Use flush mounting outlet boxes in finished areas with raised gang covers.
 - H. Do not install flush mounting boxes back-to-back in walls; provide minimum 6 inch (150 mm) separation. Provide minimum 24 inches (600 mm) separation in acoustic rated walls.
 - I. Secure flush mounting box to interior wall and partition studs. Accurately position to allow for surface finish thickness.
 - J. Use stamped steel bridges to fasten flush mounting outlet box between studs. Span between studs.
 - K. Install flush mounting box without damaging wall insulation or reducing its effectiveness.
 - L. Use adjustable steel channel fasteners for hung ceiling outlet box.
 - M. Do not fasten boxes to ceiling support wires.
 - N. Support boxes independently of conduit, except cast box that is connected to two rigid metal conduits both supported within 12 inches of box.
 - O. Use gang box where more than one device is mounted together. Do not use sectional box.
 - P. Use gang box with plaster ring for single device outlets.
 - Q. Use cast outlet box in exterior locations exposed to the weather and wet locations.
 - R. Large Pull Boxes: Boxes larger than 100 cubic inches (1600 cubic centimeters) in volume or 12 inches (300 mm) in any dimension.
 - 1. Interior Dry Locations: Use hinged enclosure under provisions of Section 16160.
 - 2. Other Locations: Use surface-mounted cast metal box.

3.02 Interface with Other Products

- A. Coordinate installation of outlet box for mechanical equipment furnished under Division 15.
- B. Locate flush mounting box in masonry wall to require cutting of masonry unit corner only. Coordinate masonry cutting to achieve neat opening. Use raised gang square covers.

-
- C. Coordinate mounting heights and locations of outlets mounted above counters, benches and backsplashes.
 - D. Position outlet boxes to locate luminaires as shown on drawings.

3.03 Adjusting

- A. Adjust flush-mounting outlets to make front flush with finished wall material. Maximum tolerance is 1/8-inch recess in finished wall.
- B. Install knockout closure in unused box opening.

****END OF SECTION****

SECTION 16140
WIRING DEVICES

PART 1 – GENERAL

1.01 Description

Furnish and install wiring devices as shown or noted on plans, including all required mounting hardware, etc.

PART 2 – PRODUCTS

2.01 Safety Switches

- A. Type: Horsepower rated, heavy-duty, single throw, three pole with visible blade and safety handle. Fused and/or unfused as specified elsewhere and/or designated on the Drawings and/or as required by NEC. Sized as required by NEC and/or as shown on the Drawings.
- B. Each switch shall have indented plastic phenolic sign (minimum 1/8-inch lettering) identifying load served with voltage and horsepower attached to switch with stainless steel screws.
- C. Enclosure: Painted Steel NEMA 3R for outdoor locations.
- D. Manufacturers:
 - 1. Square D Co.
 - 2. General Electric Co.
 - 3. Westinghouse.
 - 4. Or equal.

2.02 Receptacle

- A. Indoor Locations:
 - 1. Duplex grounding receptacle, two pole, three wire, 125 volt AC, 20 ampere, stainless steel cover plates. Products and Manufacturers:
 - a. Cat. #5362-CR, by Arrow-Hart Inc.
 - b. Cat. #53CM62, by Harvey Hubbell Inc.
 - c. Or equal.
 - 2. Single grounding receptacle, corrosion resistant, two pole, three wire, 125 volt AC, 20 ampere, stainless steel cover plates. Products and Manufacturers:
 - a. Cat. #5361-CR, by Arrow-Hart Inc.
 - b. Cat. #53CM61, by Harvey Hubbell Inc.
 - c. Or equal.

-
- B. Ground Fault Receptacle Where Designated on the Drawings:
 - 1. Type: UL listed, 20 ampere, 125 volt AC, sensitivity of 5 mA, three wires, and weather-proof cover plates.
 - 2. Manufacturer:
 - a. Hubbell, No. 6F-5362-GY with a 5221 cover plate.
 - b. Or equal.
 - C. Weatherproof Receptacle Where Designated on the Drawings: Type UL listed duplex grounding receptacle, corrosion resistant, two pole, three wire, 20 ampere, 125 volt AC, weather-proof cover plates.

2.03 Switches

- A. Indoor Non-Hazardous Locations:
 - 1. Single pole AC toggle switch, quiet type, 120/277 volt AC, 20 ampere, Brown, specification grade with stainless steel cover, screws and grounding terminal. Products and Manufacturers:
 - a. Cat. #20AC1 by Pass & Seymour, Inc
 - b. Cat. #CS 120 by Hubbell.
 - c. Or equal.
 - 2. Toggle switches of the three-way type shall be quiet type, 120/277 volt AC, 20 ampere, specification grade with stainless steel cover, screws and grounding terminal. Products and Manufacturers:
 - a. Cat. #20AC3 by Pass & Seymour, Inc.
 - b. #CS 320 by Hubbell.
 - c. Or equal.
 - 3. Toggle switches of the four-way type shall be of the same grade and manufacture as the single pole and three-way type.
 - 4. Toggle switches of the two-pole, single throw type shall be of the same grade and manufacturer as above.
- B. Horsepower-Rated Switches:
 - 1. Type: Toggle operated, horsepower rated with thermal overload protection.
 - 2. Enclosure: NEMA 1 for dry, indoor locations and NEMA 4 for outdoor and damp or wet indoor locations.
 - 3. Products and Manufacturers: Provide one of the following:
 - a. Type 609T by Allen-Bradley.
 - b. Class 2510 by Square D Co.
 - c. Or equal.

2.04 Fuses

- A. Type: Dual-element, current-limiting, UL Class RK5, 600 volts, unless otherwise noted or specified.
- B. Interrupting Capacities (UL Listed): 200,000 RMS amperes.

-
- C. Coordination:
 - 1. Coordinated for installation in existing and new equipment.
 - 2. Properly coordinated for size, type and rating as required for equipment and circuits to be protected.
 - D. Repair Parts: One replacement fuse for each and every fuse installed under this Contract.
 - E. Manufacturers: Provide products from one of the following:
 - 1. Bussman Division, McGraw Edison Company.
 - 2. Gould Inc., Circuit Protection Division.
 - 3. Or equal.

2.05 Surge Protection Device

Surge protection device shall be Surge Suppression SDLB3 Series rated for 180KA or approved equal.

PART 3 – EXECUTION

3.01 Mounting

- A. Safety switches shall be mounted on structural frame with minimum of four points of attachment using stainless or galvanized steel hardware.
- B. Install one spare set of fuses inside fused switch enclosure attached to side.
- C. In non-hazardous locations, install wiring devices in outlet or device boxes.
- D. Mount wall switches four feet, zero inches above finished floor unless otherwise noted.

END OF SECTION

SECTION 16160

CABINETS AND ENCLOSURES

PART 1 – GENERAL

1.01 Description

- A. Hinged cover enclosures
- B. Cabinets
- C. Mounting panel
- D. Terminal blocks and accessories

1.02 References

- A. NEMA 250 – Enclosures for electrical equipment (1,000 volts maximum).
- B. ANSI/NEMA ICS 1 – Industrial control and systems.
- C. ANSI/NEMA ICS 4 – Terminal blocks for industrial control equipment and systems.
- D. ANSI/NEMA ICS 6 – Enclosures for industrial control equipment and systems.
- E. UL 50 – Enclosures.

1.03 Submittals

- A. Submit shop drawings and product data under provisions of Sections 16010 and 01340, Shop Drawings Submittal.
- B. Shop Drawings for Equipment and Enclosure Panels: Include wiring schematic diagram, wiring diagram, outline drawings and construction diagram as described in ANSI/NEMA ICS 1.

PART 2 – PRODUCTS

2.01 Hinged Cover Enclosures

- A. Construction: NEMA 250; Type 3, steel, for indoor, NEMA 3R for outdoor installation.
- B. Finish: Dark gray, rust inhibitor.
- C. Covers: Continuous hinge, held closed by hasp and staple for padlock.

2.02 Cabinets

- A. Construction:
 - 1. 14-gauge G-90 grade galvanized steel
 - 2. Drip shield top and seam-free sides, front and back
 - 3. 16-gauge galvanized steel continuous hinge with stainless steel pin
 - 4. Cover fasteners with captive plated steel screws
 - 5. Hasp and staple for padlocking
 - 6. Knockouts in bottom
 - 7. Collar studs with back mounting panel
 - 8. Dark gray epoxy finish.
 - 9. Corrosion inhibitors
 - 10. Electric heater with thermostat where located outdoors
 - 11. Size: Verify size required with equipment to be housed or as noted on drawings.
- B. Manufacturer and Catalog No.: Hoffman Cat. No. scheduled with back panel or approved equal.

2.03 Terminal Blocks and Accessories

- A. Terminal Blocks: ANSI/NEMA ICS 4; UL listed.
- B. Power Terminals: Unit construction type, closed-back type, with tubular pressure screw connectors, rated 600 volts.
- C. Signal and control Terminals: Modular construction type, channel mounted; tubular pressure screw connectors, rated 300 volts.

PART 3 – EXECUTION

3.01 Installation

- A. Install cabinets and enclosures plumb; anchor securely to structural supports at each corner with galvanized bolts, nuts and Belleville washers.
- B. Install trim plumb.

****END OF SECTION****

SECTION 16170

GROUNDING AND BONDING SYSTEMS

PART 1 – GENERAL

1.01 Description

- A. Power system grounding.
- B. Electrical equipment and raceway grounding and bonding.
- C. Building ground grids.

1.02 System Description

- A. Ground the electrical service system neutral at service entrance equipment to grounding electrode.
- B. Bond together system neutrals, service equipment enclosures, exposed non-current carrying metal parts of electrical equipment, metal raceway systems, grounding conductor in raceways and cables, receptacle ground and connectors.

1.03 Submittals

- A. Submit maintenance and grid layout data and shop drawings under provisions of Sections 16010 and 01340.
- B. Indicate location of system grounding electrode connections and routing of grounding electrode conductor.

PART 2 – PRODUCTS

2.01 Materials

- A. Ground Rods: Copper-encased steel, 5/8-inch diameter, minimum length 10 feet.
- B. Ground Electrode Conductor: Size as noted on drawings with THHN-THWN insulation.
- C. Exothermic welds shall be as scheduled on the drawings.

PART 3 – EXECUTION

3.01 Installation

- A. Provide a separate, insulated equipment grounding conductor in branch circuits. Terminate each end on a grounding lug, bus or bushing.

-
- B. Connect grounding electrode conductors to ground electrode by exothermic weld using cable to rod connection.
 - C. Grounding Electrode: Use driven ground rod as shown on plans.
 - D. Use minimum #6 AWG copper conductor for communications service grounding conductor. Leave six feet (3 m) slack conductor at terminal cabinet or backboard.
 - E. Provide grounding and bonding at utility company's metering equipment.
 - F. Refer to drawings for schedule of exothermic connections.

3.02 Field Quality Control

- A. Inspect grounding and bonding system conductors and connections for tightness and proper installation.
- B. Measure ground resistance from system neutral connection at service entrance to convenient ground reference point using suitable ground testing equipment. Resistance shall not exceed 5 ohms. Where resistance exceeds 5 ohms, additional ground rods shall be driven. Top of all rods shall be minimum of 2'-0" below finish grade elevation.

****END OF SECTION****

SECTION 16180
EQUIPMENT WIRING SYSTEMS

PART 1 – GENERAL

1.01 Description

Make all final electrical connections to all equipment shown on drawings or required for a complete and operable system.

All final electrical connections shall be made in strict compliance with NPFA-70 National Electrical Code, latest edition.

1.02 Related Sections

- A. Section 16010, General Provisions.
- B. Section 16020, Codes and Standards.
- C. Section 16111, Conduit and Fittings.
- D. Section 16120, Wire and Cable.
- E. Section 16130, Boxes.
- F. Section 16170, Grounding and Bonding Systems.

1.03 Project Record Documents

Submit documents in accordance with provisions of Section 01720.

PART 2 – PRODUCTS

Products are listed under related sections of the specifications.

PART 3 – EXECUTION

3.01 Instructions

- A. Shall be installed in conduit where and as shown on the drawings and in accordance with drawings and specifications.
- B. Power connections shall be as follows:
 - 1. Run all conduits and wiring for all control systems specified on this project.
 - 2. Run circuits from Panel boards to all equipment and make final electrical connections.

****END OF SECTION****

SECTION 16190
SUPPORTING DEVICES

PART 1 – GENERAL

1.01 Description

- A. Conduit and equipment supports.
- B. Fastening hardware.

1.02 Related Work

Refer to Sections 03200, 03250, 03300 and 03600.

1.03 Coordination

Coordinate size, shape and location of concrete pads with details on drawings and manufacturer's recommendations.

1.04 Quality Assurance

Support systems shall be adequate for weight of equipment and conduit, including wiring, which they carry.

PART 2 – PRODUCTS

2.01 Material

- A. Support Channel: Galvanized.
- B. Hardware: Corrosion-resistant.

PART 3 – EXECUTION

3.01 Installation

- A. Fasten hanger rods, conduit clamps and outlet and junction boxes to structure using stainless steel screws and galvanized bolts, nuts and Bellville washers. Do not use spring steel clips and clamps.
- B. Do not fasten supports to conduit.
- C. Fabricate supports from steel angle and steel channel, rigidly welded or bolted to present a neat appearance. Use hexagon head bolts with Bellville washers under all nuts.

****END OF SECTION****

SECTION 16195

ELECTRICAL IDENTIFICATION

PART 1 – GENERAL

1.01 Description

- A. Nameplates.
- B. Wire and cable markers.

1.02 Related Work

Section 16010, General Requirements.

1.03 Submittals

- A. Submit shop drawings under provisions of Sections 16010 and 01340.
- B. Include schedule for nameplates.

PART 2 – PRODUCTS

2.01 Materials

- A. Nameplates: Engraved three-layer laminated plastic, white letters on a black background.
- B. Wire and Cable Markers: Cloth markers, split sleeve or tubing type.

PART 3 – EXECUTION

3.01 Installation

- A. Degrease and clean surfaces to receive nameplates.
- B. Install nameplates parallel to equipment lines.
- C. Secure nameplates to equipment fronts and panels using stainless steel screws.

3.02 Wire Identification

Provide wire markers on each conductor in enclosures and at load connection. Identify with branch circuit number for power circuits and with control wire number as indicated on equipment manufacturer's shop drawings for control wiring.

3.03 Nameplate Engraving Schedule

Provide nameplates to identify all electrical distribution and control equipment and loads served. Letter Height: 1/8 inch (3 mm) for individual switches and loads served and 1/4 inch (6 mm) for control equipment panel identification unless noted otherwise.

****END OF SECTION****

SECTION 16402

UNDERGROUND ELECTRICAL SERVICE

PART 1 - GENERAL

1.01 Description

Underground secondary service.

1.02 Related Sections

- A. Section 16010, General Requirements.
- B. Section 16111, Conduit and Fittings.

1.03 System Description

This section defines the method and manner by which the underground service shall be installed.

1.04 Project Record Documents

- A. Submit documents under provisions of Section 16020.
- B. Accurately record all underground electrical service routing, showing dimensions from curbs, buildings, etc.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.01 Trenching and Backfilling

Refer to Section 16010.

3.02 Laying Conduit

- A. Make bends with sweeps of not less than 48-inch radius or 5° angle couplings.
- B. Make a transition from non-metallic duct to rigid steel conduit ten feet from where duct banks enter structures, other than manholes or turn upward for continuation above grade.
- C. Install a warning ribbon approximately 18-inches below finished grade over all underground conduit carrying cables of 120 volts and higher. The identifying ribbon shall be a polyvinyl chloride tape, 3-inches wide, yellow color, permanently imprinted with "CAUTION BURIED ELECTRIC LINE BELOW" in black letters.

*** * END OF SECTION * ***

SECTION 16461

DRY TYPE TRANSFORMERS

PART 1 - GENERAL

1.01 DESCRIPTION

Dry-type transformers for free-standing floor mounted or wall mounted.

1.02 RELATED WORK SPECIFIED ELSEWHERE

Section 16170 Grounding and Bonding Systems.

1.03 SUBMITTALS

Submit under provisions of Sections 16010 and 01340.

PART 2 - PRODUCTS

2.01 TRANSFORMERS

- A. Requirements for 208Y/120 volts shall be supplied by dry-type transformers furnished and installed where shown on drawings.
- B. Transformer shall be three-phase, connected 480-volt, three-phase Delta on primary side and 208Y/120-volt, three-phase, four-wire, 60 Hz on secondary side, 2-22% taps above and below nominal voltage.
- C. Transformers shall have 115EC. temperature rise above 40EC. ambient. All insulating materials to be in accordance with NEMA ST20 standards for 220EC., UL component recognized insulation system.
- D. Transformer coils shall be of the continuous wire wound construction and shall be impregnated with non-hygroscopic, thermosetting varnish. Each layer shall have end fillers, or tie-downs, to provide maximum mechanical strength. Materials must have a minimum of one year of proven field usage. Accelerated laboratory tests not acceptable in lieu of actual field experience. Insulation system used shall be component recognized by Underwriter's Laboratories. The coils shall also have a final wrap of electrical insulating material to prevent mechanical injury to the wire as well as increasing the electrical breakdown strength. Coils with exposed wire will not be accepted.
- E. Core shall be constructed of high grade, non-aging silicone steel with high magnetic permeability and low hysteresis and eddy current losses. Magnetic flux densities are to be kept well below the saturation point. The core laminations shall be clamped together with structural steel angles. The completed core and coil shall then be bolted to the base of the enclosure but isolated from the base of the enclosure by means of rubber, vibration-

absorbing mounts. There shall be no metal-to-metal contact between the core and coil and the enclosure. On transformers 500 KVA and smaller, the vibration isolating system shall be designed to provide a permanent fastening of the core and coil to the enclosure. Sound isolating systems requiring the completed removal of all fastening devices will not be acceptable.

- F. The entire transformer enclosure shall be degreased, cleaned, phosphatized, primed and finished with a gray, baked enamel.
- G. The core of the transformer shall be visibly grounded to the enclosure by means of flexible grounding conductor sized in accordance with applicable NEMA and NEC standards.
- H. Sound levels shall be guaranteed by the manufacturer not to exceed to the following:
 - 1. 25 to 50 KVA 45 DB
 - 2. 51 to 150 KVA 50 DB
- I. The transformer shall be listed by Underwriters' Laboratory for the specified temperature rise.
- J. Product and Manufacturer: Provide equipment manufactured by one of the following:
 - 1. Square D Company.
 - 2. General Electric Company.
 - 3. Westinghouse Electric Company.
 - 4. Or equal.

PART 3 - EXECUTION

3.01 FREE-STANDING TRANSFORMERS

- A. Mount on floor on minimum of 2-inch vibration neoprene pad.
- B. Electrical connections on each side shall be flexible metal conduit and wiring.

3.02 WALL-MOUNTED TRANSFORMERS

- A. Mount on wall with manufacturers recommended mounting devices.
- B. Electrical connections on each side shall be flexible metal conduit and wiring.

**** END OF SECTION ****

SECTION 16470

LIGHTING AND POWER PANELBOARDS

PART 1 – GENERAL

1.01 Description

Lighting and power panelboards.

1.02 Related Sections

- A. Section 16010, General Provisions.
- B. Section 16170, Grounding and Bonding Systems.
- C. Section 16195, Electrical Identification.

1.03 Submittals

- A. Submit under provisions of Section 01340.
- B. Submit manufacturer's data indicating bussing, enclosure, circuit numbering, sizes, etc.

PART 2 – PRODUCTS

2.01 Panelboards

- A. Shall be dead-front construction with solderless pressure terminals.
- B. Main and neutral busses shall be of capacity scheduled on drawings. Bussing shall be tin-plated, copper-based on maximum current density in accordance with UL Standard 891.
- C. Complete typewritten directory with transparent plastic cover inside of door. All panels shall be identified as they are designated on the drawings by 3/4-inch plastic phenolic sign with 1/4-inch indented letters on front face of panel attached with minimum of two (2) screws.
- D. Trim and door with lock and catch with two (2) keys. Keys shall be common to all panelboards.
- E. Circuit Breakers:
 - 1. Circuit breakers shall be quickmake and quickbreak on manual or automatic operation, with minimum interrupting capacity of 10,000 amps RMS symmetrical.
 - 2. Breakers shall be trip-free. Each breaker shall have trip indication independent of the ON or OFF positions.
 - 3. All breakers shall be UL listed and meet NEMA Standards Publication No. AB1 and

Federal Specification No. WOCO375a and any amendments to the above where applicable.

4. All breakers shall be calibrated for operation in an ambient temperature of 40E C.
5. All two- and three-pole breakers shall be common trip.
6. Automatic operation of the circuit breaker shall be obtained by means of thermal and/or magnetic tripping devices located in each pole. Thermal devices shall provide the time-delay tripping on overloads and the magnetic device shall provide instantaneous tripping on short circuits.
7. All breakers shall be bolt-on type.

PART 3 – EXECUTION

3.01 Installation

- A. Panels shall be securely mounted with through bolts, anchors or other approved means.
- B. Mount all panelboards with top breaker handle not more than 6'-6" above finish floor.
- C. Connect the phase wires of three (and/or four) wire home runs to breakers connected to separate phase busses of the panelboard. Panelboard circuits shall be numbers in sequence vertically and all circuits shall appear in the panel exactly as they are shown on the drawings.
All branch circuit neutral connections shall be identified by adhesive number tags to identify with their branch circuit phase conductors where neutral connections connect to the panel neutral bus.
- D. Neutrals and equipment ground conductors shall not be connected together in any panel beyond service entrance main.
- E. No two ungrounded conductors shall be connected to the same circuit breaker terminal.
- F. There shall be no splicing of conductors in panelboards.
- G. Panelboards shall be as scheduled on the drawings and as manufactured by Square D Company, Type NQOD, or approved equal.

****END OF SECTION****

SECTION 16501

LAMPS

PART 1 - GENERAL

1.01 Description

Lighting fixture lamps.

1.02 Related Sections

- A. Section 16010, General Requirements.
- B. Section 16510, Exterior Lighting System.

1.03 Submittals

- A. Submit under provisions of Section 01340.
- B. Submit manufacturer's data sheets showing manufacturer, wattage, type, lumens and general characteristics of each type lamp.

PART 2 - PRODUCTS

2.01 Drivers For LED Fixtures

- A. Electronic Driver for LED Fixtures: Comply with UL 1310 Class 2 requirements for dry and damp locations. Include the following features unless otherwise indicated:
 - 1. Rated for 50,000 hours of life, unless otherwise noted.
 - 2. Sound Rating: Class A.
 - 3. Total Harmonic Distortion Rating: 15 percent or less.
 - 4. Current Crest Factor: 1.5 or less.

2.02 LED Fixtures

- A. Except as otherwise indicated, provide LED luminaires, of types and sizes indicated on fixture schedules.
- B. Include the following features unless otherwise indicated:
 - 1. Each Luminaire shall consist of an assembly that utilizes LEDs as the light source. In addition, a complete luminaire shall consist of a housing, LED array, and electronic driver (power supply).
 - 2. Each luminaire shall be rated for a minimum operational life of 50,000 hours utilizing a minimum ambient temperature of (25°C).

-
3. Light Emitting Diodes tested under LM-80 Standards for a minimum of 12,000 hours.
 4. Color Rendering Index (CRI) of 82 at a minimum.
 5. Color temperature 3500 K, unless otherwise indicated.
 6. Fixture efficacy of 60 Lumens/Watt, minimum.
 7. 25 year luminaire warranty, minimum.
 8. Photometry must comply with IESNA LM-79.
 9. The individual LEDs shall be constructed such that a catastrophic loss of the failure of one LED will not result in the loss of the entire luminaire.

C. Technical Requirements

1. Luminaire shall have a minimum efficacy of 60 lumens per watt. The luminaire shall not consume power in the off state.
2. Operation Voltage: The luminaire shall operate from a 50 HZ to 60 HZ AC line over a voltage of 480 VAC. The fluctuations of line voltage shall have no visible effect on the luminous output.
3. Power Factor: The luminaire shall have a power factor of 0.9 or greater.
4. THD: Total harmonic distortion (current and voltage) induced into an AC power line by a luminaire shall not exceed 15 percent.
5. Operational Performance: The LED circuitry shall prevent visible flicker to the unaided eye over the voltage range specified above.

D. Thermal Management

1. The thermal management (of the heat generated by the LEDs) shall be of sufficient capacity to assure proper operation of the luminaire over the expected useful life.
2. The LED manufacturer's maximum thermal pad temperature for the expected life shall not be exceeded.
3. Thermal management shall be passive by design. The use of fans or other mechanical devices shall not be allowed.

-
4. The luminaire shall have a minimum heat sink surface such that LED manufacturer's maximum junction temperature is not exceeded at maximum rated ambient temperature.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. Lighting fixtures: Set level, plumb, and square with ceilings and walls. Install lamps in each fixture.
- B. Comply with NFPA 70 for minimum fixture supports.
- C. Suspended Lighting Fixture Support:
 1. Pendants and Rods: Where longer than 48 inches (1200 mm), brace to limit swinging.
 2. Stem-Mounted, Single-Unit Fixtures: Suspend with twin-stem hangers.
 3. Continuous Rows: Use tubing or stem for wiring at one point and tubing or rod for suspension for each unit length of fixture chassis, including one at each end.

END OF SECTION

SECTION 16520

FIELD LIGHTING SYSTEM

PART 1 – GENERAL

1.01 Description

A. Instructions

1. The fields shall be lighted with 1500-watt LED fixtures at top of pole and 575-watt up light at 16 feet above grade on precast concrete base with galvanized steel pole.
2. Lighting levels shall be as given below and are average maintained values assuming yearly cleaning of fixtures and a LLF of 0.95.
Multi-Purpose Field – 30 FC
Levels shall have average to minimum ratios not to exceed 1.4 for the multi-purpose field.
3. The quantities indicated on the drawings shall be minimum required. If successful manufacturer determines additional fixtures are required to meet criteria, the fixtures will be furnished including all mounting and electrical service necessary.
4. Manufacturer shall supply with shop drawings a complete field layout with aiming diagram and FC plot.
5. Fixtures shall be MUSCO or equal.
6. Manufacturer will supply all drivers and supporting electrical equipment.
 - a. Remote drivers and supporting electrical equipment shall be mounted approximately 10 feet above grade in aluminum enclosures. The enclosures shall be touch-safe and include drivers and fusing with indicator lights on fuses to notify when a fuse is to be replaced for each luminaire. Disconnect per circuit for each pole structure will be located in the enclosure. Integral drivers are not allowed.
 - b. Manufacturer shall provide surge protection at the pole equal to or greater than 40 kA for each line to ground (Common Mode) as recommended by IEEE C62.41.2_2002.
7. Precast concrete base with galvanized steel poles to be round tapered, designed to withstand 130-mph basic wind speed (3-second gust). Pole height to be as required to establish minimum fixture mounting height. Manufacturer to be approved by Engineer. Poles to have manufacturer-furnished wiring hubs and mounting screw holes for equipment shown on the drawings. The poles shall comply with ASTM C 1089 and AASHTD LTS-5, 2009.
8. After final installation, a footcandle plot shall be made by Contractor using approved meter. This plot to be given to Engineer. After Engineer determines all is ready, a final check shall be made by Engineer to verify all values.
9. Final aiming may be required to be done with Engineer present and may occur at night. Contractor shall include these costs in his bid.
10. All components of the poles, including cross arms and fixtures, shall be rated for 130-mph basic wind speed (3-second gust).
11. Cross arms shall be tubular steel.
12. The lighting control panel shall contain the following items for operation of the field lighting:
 - a. Instant On/Off Capabilities: System shall provide for instant on/off of luminaires.

-
- b. Lighting contactor cabinet(s) constructed of MEMA Type 4 aluminum, designed for easy installation with contactors, labeled to match field diagrams and electrical design. Manual off-on-auto selector switches shall be provided.
 - c. Dimming: System shall provide for 3-stage dimming (high-medium-low). Dimming will be set via scheduling options (Website, app, phone, fax, email).
 - d. Remote Lighting Control System: System shall allow owner and users with a security code to schedule on/off system operation via a web site, phone, fax or email up to ten years in advance. Manufacturer shall provide and maintain a two-way TCP/IP communication link. Trained staff shall be available 24/7 to provide scheduling support and assist with reporting needs.

The owner may assign various security levels to schedulers by function and/or fields. This function must be flexible to allow a range of privileges such as full scheduling capabilities for all fields to only having permission to execute “early off” commands by phone. Scheduling tool shall be capable of setting curfew limits.

Controller shall accept and store 7-day schedules, be protected against memory loss during power outages, and shall reboot once power is regained and execute any commands that would have occurred during outage.

- e. Remote Monitoring System: System shall monitor lighting performance and notify manufacturer if individual luminaire outage is detected so that appropriate maintenance can be scheduled. The controller shall determine switch position (manual or auto) and contactor status (open or closed).
- f. Management Tools: Manufacturer shall provide a web-based database and dashboard tool of actual field usage and provide reports by facility and user group. Dashboard shall also show current status of luminaire outages, control operation and service. Mobile application will be provided suitable for IOS, Android and Blackberry devices.

Hours of Usage: Manufacturer shall provide a means of tracking actual hours of usage for the field lighting system that is readily accessible to the owner.

1. Cumulative hours: shall be tracked to show the total hours used by the facility.
 2. Report hours saved by using early off and push buttons by users.
- g. Communication Costs: Manufacturer shall include communication costs for operating the control and monitoring system for a period of 25 years.
 - h. Communication with luminaire drivers: Control system shall interface with drivers in electrical components enclosures by means of powerline communication.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

EAST SIDE PARK COMBO BASEBALL /FOOTBALL FIELD LIGHTING PROJECT

MAYOR

TOBY BARKER

CHIEF ADMINISTRATIVE OFFICER

ANN JONES

ENGINEERING DIRECTOR

LAMAR RUTLAND, P.E.

DIRECTOR OF PARKS & RECREATION

CHRIS McGEE

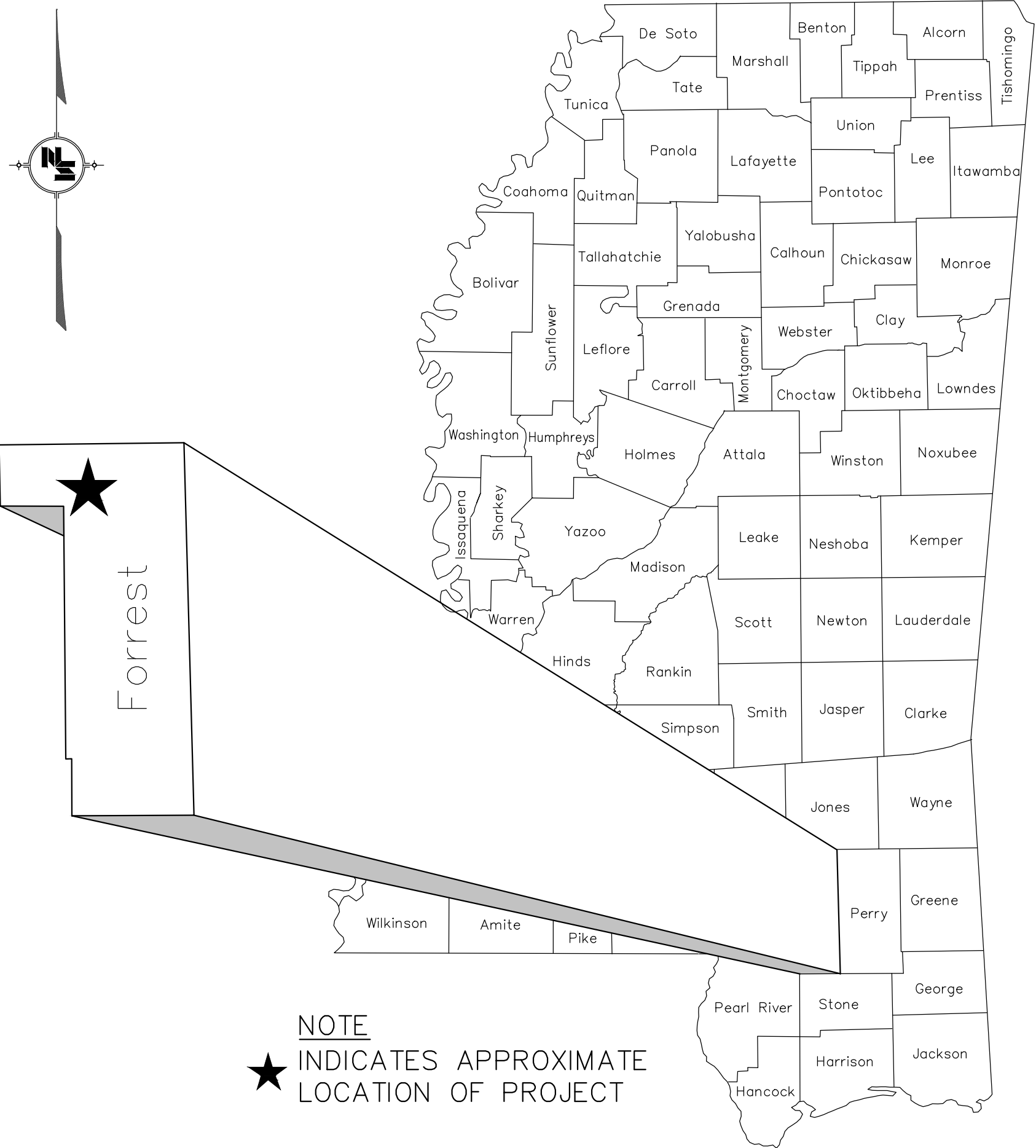
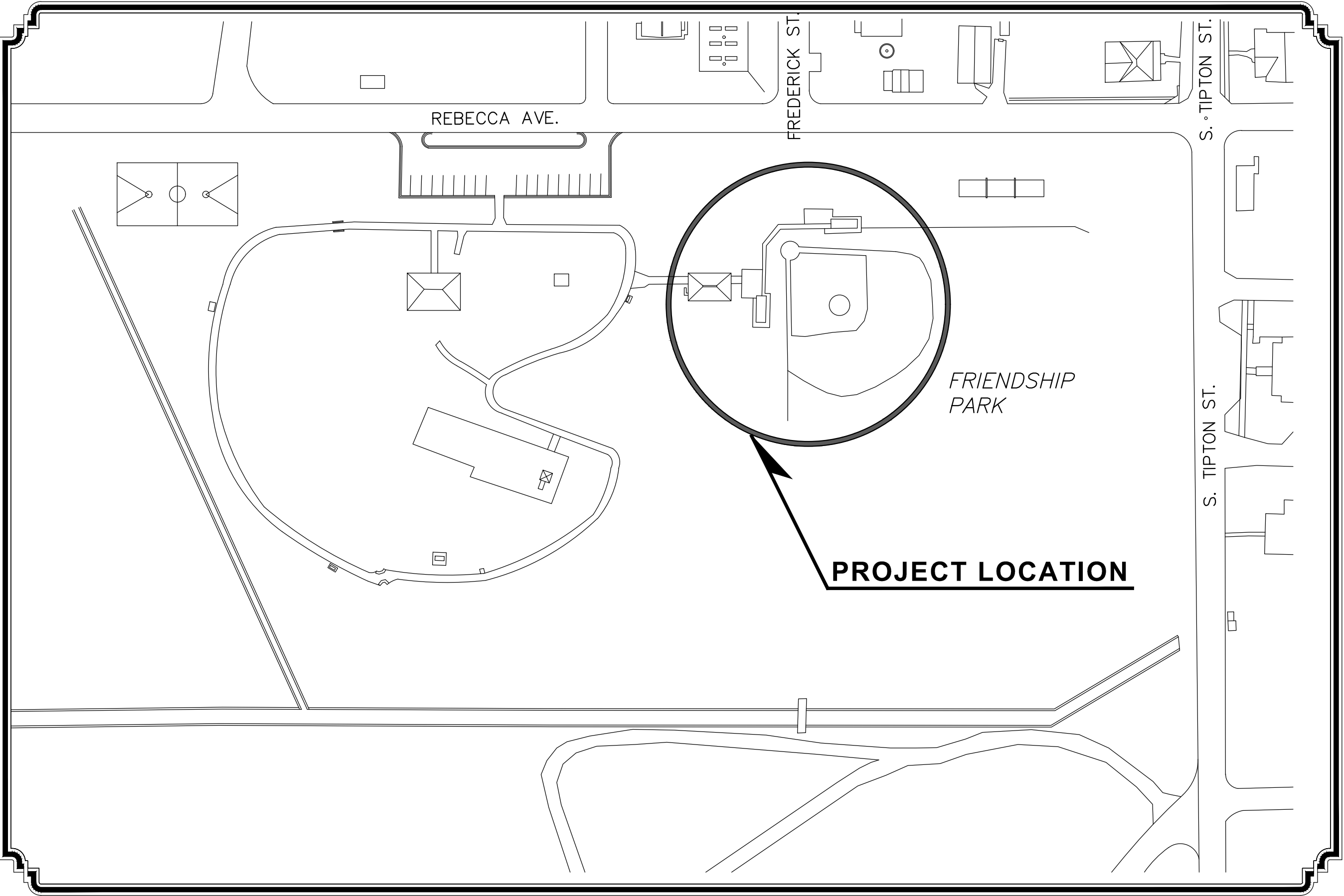
COUNCIL MEMBERS

JEFFREY GEORGE	WARD 1
DEBORAH D. DELGADO	WARD 2
CARTER CARROLL	WARD 3
DAVE WARE	WARD 4
NICHOLAS BROWN	WARD 5

UTILITIES

CITY OF HATTIESBURG
MISSISSIPPI POWER
AT&T
WILLMUT GAS
C-SPIRE

CITY OF HATTIESBURG HATTIESBURG, MISSISSIPPI FORREST COUNTY



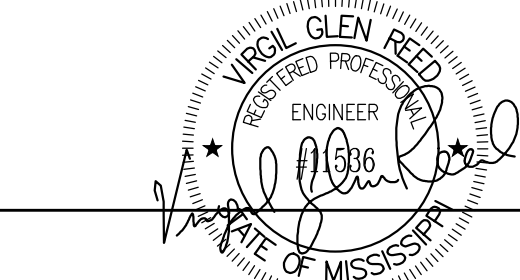
NOTE
★ INDICATES APPROXIMATE
LOCATION OF PROJECT

VICINITY MAP PROJECT LOCATION

NS ACCOUNT NO. NS.16247.000

OCTOBER 2021

PREPARED BY :



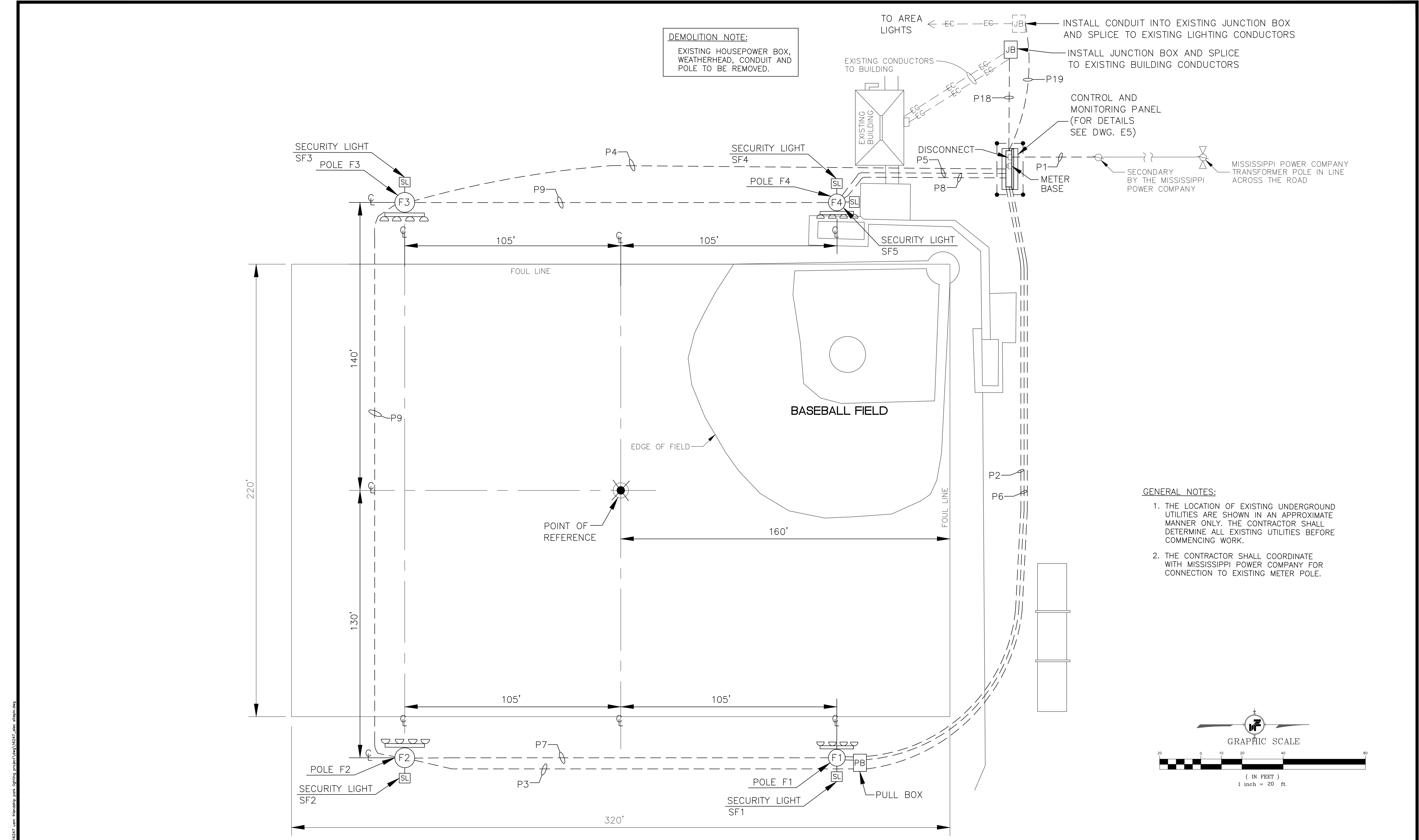
DATE : 10-13-21

VIRGIL GLEN REED, P.E.
MISSISSIPPI LICENSE NO. 11536

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DESCRIPTION OF SHEET		WKG. NO.	SHT. NO.	GENERAL NOTES
TITLE SHEET (1)			E1	
DETAILED INDEX & GENERAL NOTES (1)				
DETAILED INDEX AND GENERAL NOTES		DI-1	E2	
PLAN SHEET (1)				
ELECTRICAL SITE PLAN		ESP-1	E3	
DETAIL SHEETS (6)				1. CONTRACTOR SHALL REMOVE ALL DEBRIS FROM THE SITE THAT IS FOUND TO EXIST PRIOR TO OR IS GENERATED AS A RESULT OF PROJECT CONSTRUCTION. 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY AND ALL DAMAGES THAT OCCUR TO EXISTING STRUCTURES. THE CONTRACTOR SHALL FIX OR REPLACE DAMAGED ITEMS TO AN EQUAL OR BETTER CONDITION AT NO ADDITIONAL EXPENSE TO THE CITY OF HATTIESBURG. 3. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROTECT EXISTING STRUCTURES SUCH AS PIPES, INLETS, APRONS, BRIDGES, ETC. FROM DAMAGE WHICH MIGHT OCCUR DURING CONSTRUCTION. THE CONTRACTOR SHALL REPLACE OR REPAIR, AS DIRECTED BY THE ENGINEER, ANY STRUCTURES DAMAGED DURING THE LIFE OF THE CONTRACT. NO PAYMENT WILL BE MADE FOR REPLACEMENT OR REPAIR OF DAMAGED ITEMS. 4. EXISTING UNDERGROUND UTILITY LINES ARE SHOWN ON THE DRAWINGS BASED UPON THE BEST INFORMATION AVAILABLE TO THE ENGINEER. THE ENGINEER CAN NOT AND DOES NOT WARRANT THAT THIS INFORMATION IS COMPLETE OR ACCURATE. THE CONTRACTOR MUST COORDINATE DIRECTLY WITH THE INVOLVED UTILITY OWNERS TO HAVE UNDERGROUND UTILITY LINES FIELD LOCATED IN ADVANCE OF CONSTRUCTION. 5. THE EXISTING PARK AREA SHALL BE PROTECTED FROM DAMAGE FROM ANY EQUIPMENT SUCH AS TRENCHERS AND TRUCKS.
ELECTRICAL DETAILS I		ED-1	E4	
ELECTRICAL DETAILS II		ED-2	E5	
ELECTRICAL DETAILS III		ED-3	E6	
ELECTRICAL DETAILS IV		ED-4	E7	
ELECTRICAL DETAILS V		ED-5	E8	
ELECTRICAL DETAILS VI		ED-6	E9	
TOTAL SHEETS		9		

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					DSGN: VR/KC	DATE: 10/2021					
					DRWN: JEM	DATE: 10/2021					
					CHKD: GPC	DATE: 10/2021					
					QA/QC:	DATE:					



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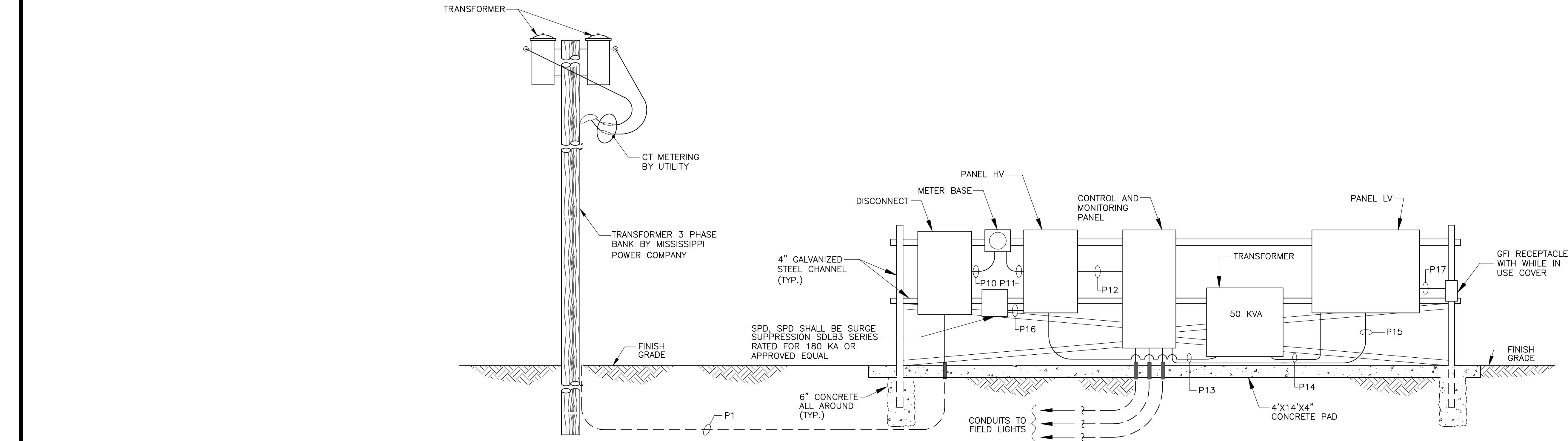
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PANEL HV SCHEDULE												
CIRCUIT NUMBER	WIRE SIZE	BREAKER SIZE	DESCRIPTION OF LOAD	LOAD KVA	KVA PER PHASE			LOAD KVA	DESCRIPTION OF LOAD	BREAKER SIZE	WIRE SIZE	CIRCUIT NUMBER
					A	B	C					
1	#8	20A/3P	POLE F1	3.00	6.00			3.00	POLE F2	30A/3P	#8	2
3	#8	—		3.00		6.00		3.00	—	—	#8	4
5	#8	—		3.00			6.00	3.00	—	—	#8	6
7	#8	20A/3P	POLE F3	3.00	6.00			3.00	POLE F4	30A/3P	#8	8
9	#8	—		3.00		6.00		3.00	—	—	#8	10
11	#8	—		3.00			6.00	3.00	—	—	#8	12
13	#10	20A/2P	SECURITY SF1, SF2	0.20	0.40			0.20	SECURITY SF3, SF4, SF5	20A/2P	#10	14
15	#10	—		0.20		0.40		0.20	—	—	#10	16
17	#1/0	150A/2P	TRANS T1	25.00			25.00					18
19	#1/0	—		25.00	25.00							20
21												22
23												24
25												26
27												28
29												30
31												32
33												34
35												36
37												38
39												40
41												42
POWER PANEL HV LOCATED ON STRUCTURE			TOTAL KVA	37.40	12.40	37.00	SERVICE CHARACTERISTICS: 277/480 V — 3 PHASE — 4 WIRE — 60 Hz. 200 AMP. MAIN BREAKER WITH 200 AMP. BUS PROVIDE PROVIDE GROUND BUS NEMA 3R CABINET					
			GRAND CONNECTED TOTAL KVA	86.80								

PANEL LV SCHEDULE												
CIRCUIT NUMBER	WIRE SIZE	BREAKER SIZE	DESCRIPTION OF LOAD	LOAD KVA	KVA PER PHASE			LOAD KVA	DESCRIPTION OF LOAD	BREAKER SIZE	WIRE SIZE	CIRCUIT NUMBER
					A	B	C					
1	#12	20A/3P	LIGHTING CONTROLLER	0.50	6.30			5.80	RESTROOM BUILDING	60A/2P	#6	2
3	#8	20A/2P	EXISTING LIGHTING	2.90		8.70		5.80	—	—	#6	4
5	#8	—		2.90	8.70			5.80	RESTROOM BUILDING	60A/2P	#6	6
7	#8	30A/2P	EXISTING LIGHTING	2.90		8.70		5.80	—	—	#6	8
9	#8	—		2.90	2.90				SPARE	20A/1P		10
11	#12	20A/1P	RECEPTACLE	0.20		0.20						12
13		20A/1P	SPARE									14
15		30A/1P	SPARE									16
17												18
19												20
21												22
23												24
25												26
27												28
29												30
POWER PANEL LV LOCATED ON STRUCTURE			TOTAL KVA	17.90	17.60		SERVICE CHARACTERISTICS: 120/240 V – 1 PHASE – 3 WIRE – 60 Hz. 200 AMP. MAIN BREAKER WITH 200 AMP. BUS PROVIDE PROVIDE GROUND BUS NEMA 3R CABINET					
			GRAND CONNECTED TOTAL KVA	35.50								

CONDUIT AND WIRING SCHEDULE				
CONDUIT	FROM	TO	CONDUIT AND WIRE	USE
P1	TRANSFORMER POLE	DISCONNECT	INSTALLED BY MISSISSIPPI POWER COMPANY	POWER
P2	CONTROL AND MONITORING PANEL	POLE F1	1" C W/3#8, 1#8 GRD	POWER
P3	CONTROL AND MONITORING PANEL	POLE F2	1" C W/3#8, 1#8 GRD	POWER
P4	CONTROL AND MONITORING PANEL	POLE F3	1" C W/3#8, 1#8 GRD	POWER
P5	CONTROL AND MONITORING PANEL	POLE F4	1" C W/3#8, 1#8 GRD	POWER
P6	CONTROL AND MONITORING PANEL	SF1	1" C W/2#10, 1#10 GRD	POWER
P7	SF1	SF2	1" C W/2#10, 1#10 GRD	POWER
P8	CONTROL AND MONITORING PANEL	SF4/SF5	1" C W/2#10, 1#10 GRD	POWER
P9	SF4	SF3	1" C W/2#10, 1#10 GRD	POWER
P10	DISCONNECT	METER BASE	2" C W/4#3/0, 1#2 GRD	POWER
P11	METER BASE	PANEL HV	2" C W/4#3/0, 1#2 GRD	POWER
P12	PANEL HV	CONTROL AND MONITORING PANEL	2" C W/12#8, 4#10, 1#8 GRD	POWER
P13	PANEL HV	TRANSFORMER	1—1/2" C W/2#1/0, 1#2 GRD	POWER
P14	TRANSFORMER	PANEL LV	2" C W/3#3/0, 1#2 GRD	POWER
P15	PANEL LV	CONTROL AND MONITORING PANEL	1" C W/2#12, 1#12 GRD	POWER
P16	PANEL HV	SPD	1" C W/3#6, 1#6 GRD	POWER
P17	PANEL LV	RECEPTACLE	1/2" C W/2#12, 1#12 GRD	POWER
P18	PANEL LV	JUNCTION BOX	2" C W/6#6, 1#6 GRD	POWER
P19	PANEL LV	JUNCTION BOX	2" C W/6#8, 1#8 GRD	POWER

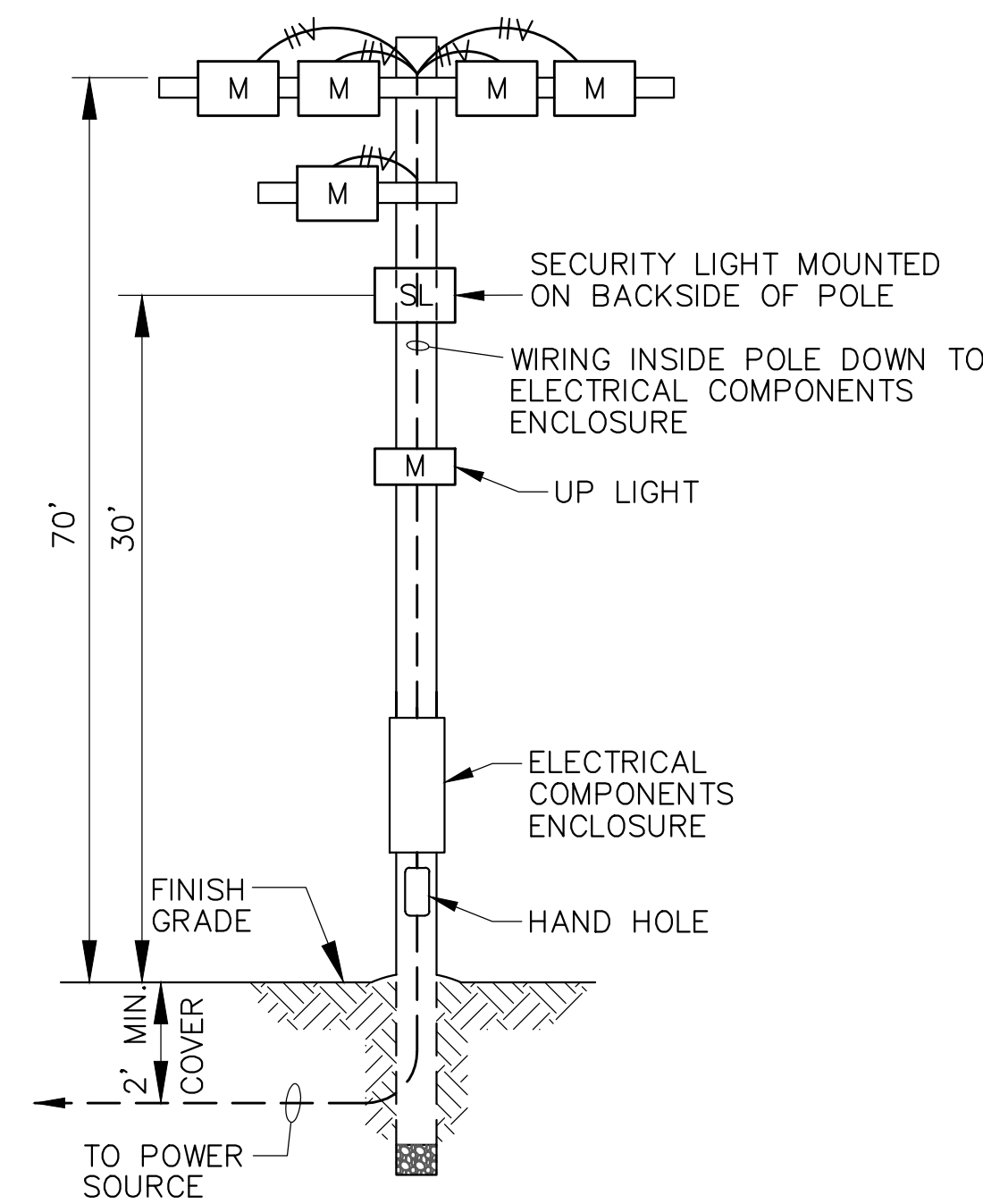
NOTICE TO DRAWING HOLDER NEEL-SCHAFFER, INC., HEREINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.	REVISIONS			DRAWING INFORMATION		EAST SIDE PARK COMBO BASEBALL /FOOTBALL FIELD LIGHTING PROJECT CITY OF HATTIESBURG HATTIESBURG, MS FORREST COUNTY	WIGIL GLEN RED REGISTERED PROFESSIONAL ENGINEER 0316 STATE OF MISSISSIPPI 10-13-21	NEEL-SCHAFFER Solutions you can build upon	ELECTRICAL DETAILS I	
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					SURVEYED BY:					
					DSGN: VR/KC	DATE: 10/2021				
					DRWN: JEM	DATE: 10/2021			WORKING NUMBER: ED-1	DRAWING NUMBER: E4
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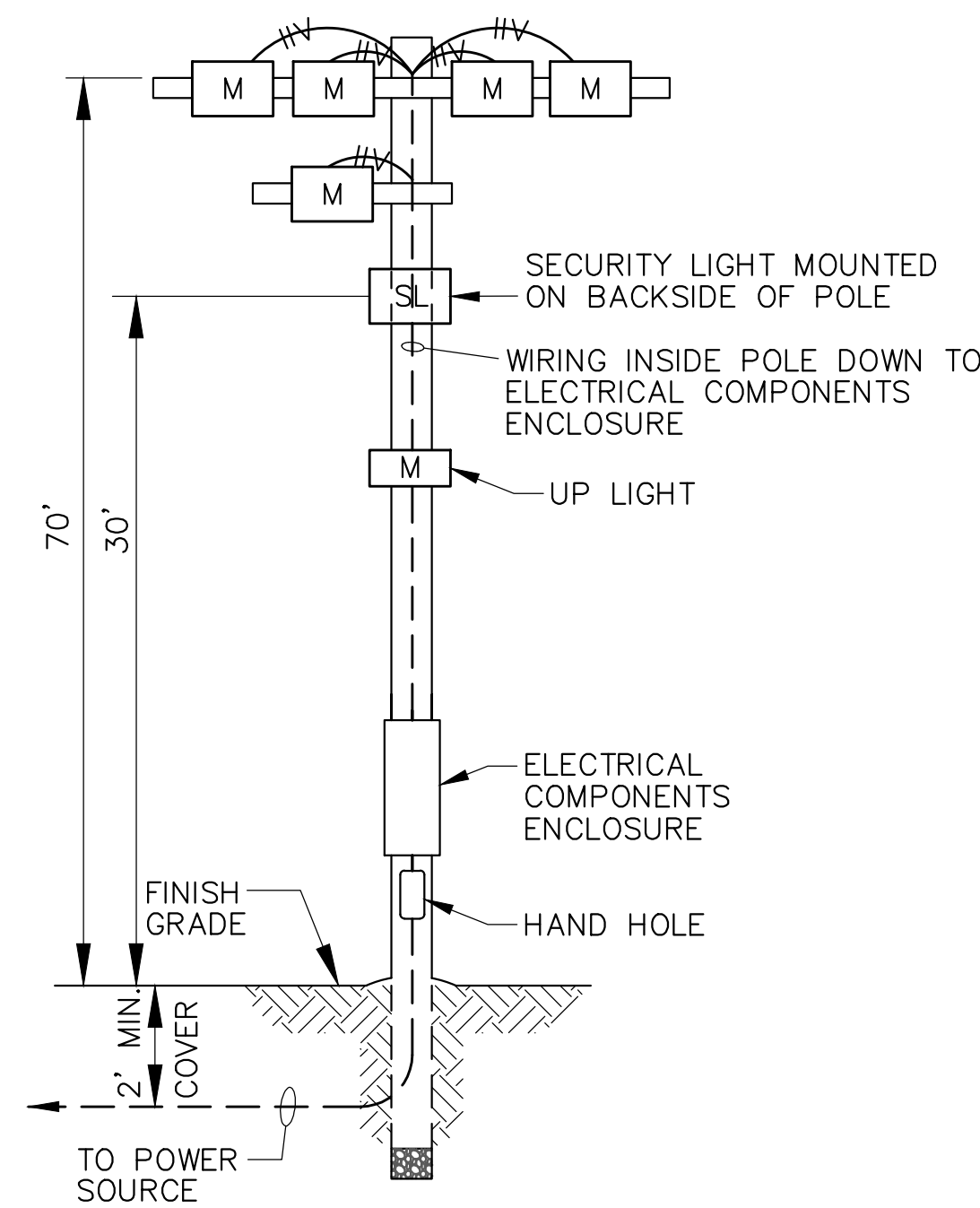
ONE LINE DIAGRAM
N.T.S.

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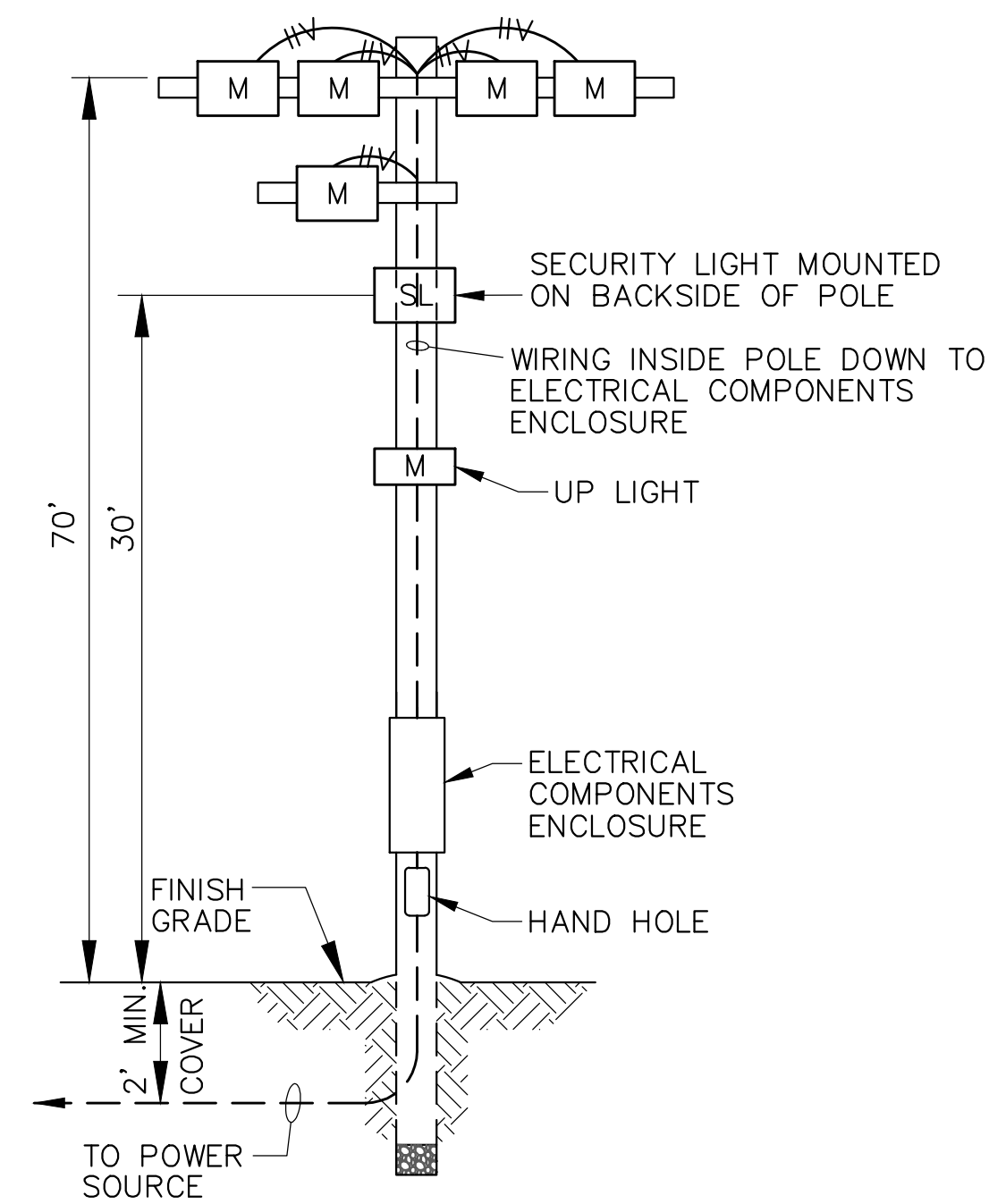
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					SURVEYED BY:					E5	
					DSGN: VR/KC	DATE: 10/2021					
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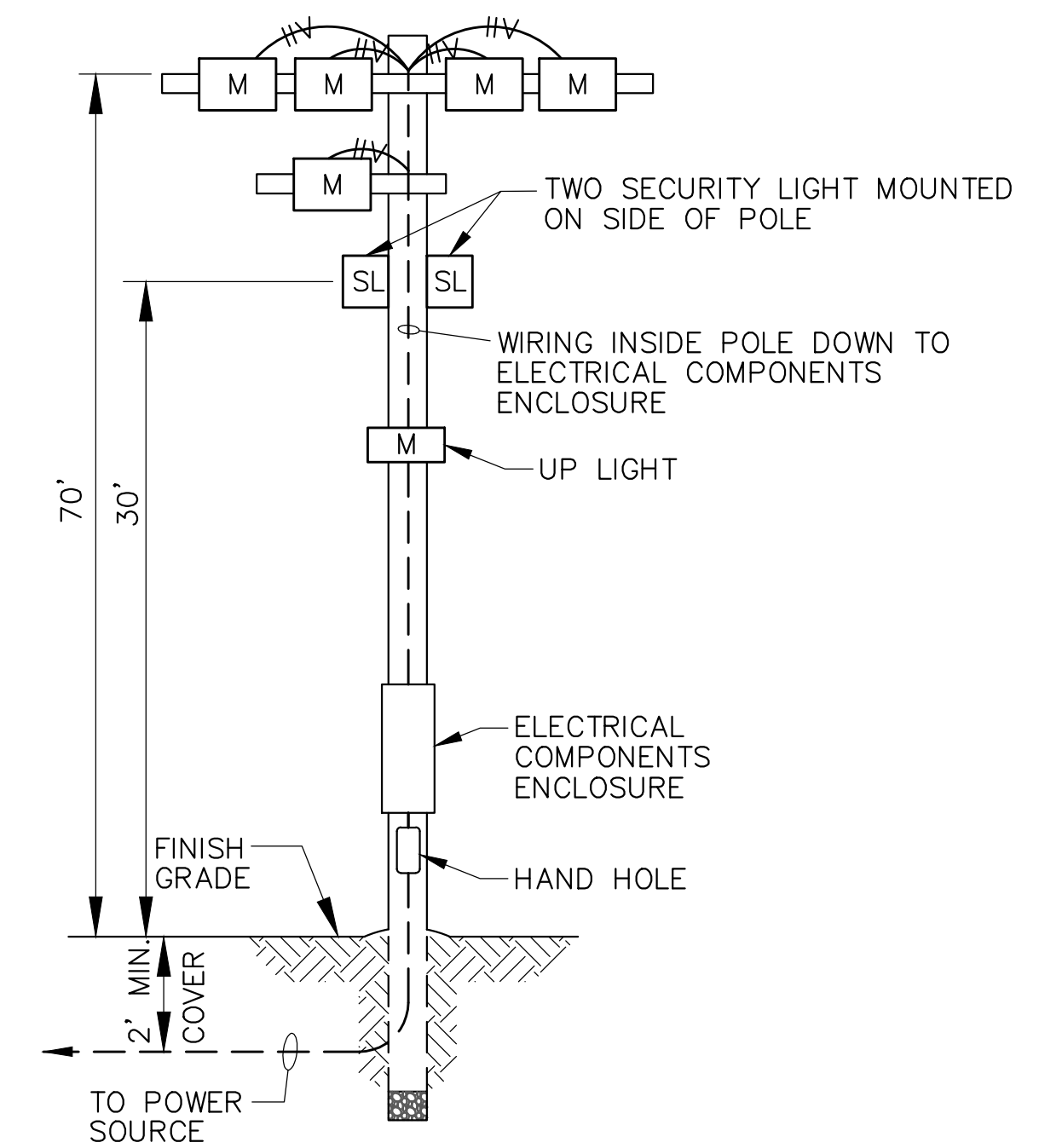
POLE F1
MOUNTING HEIGHT 70' (F1)



POLE F2
MOUNTING HEIGHT 70' (F2)



POLE F3
MOUNTING HEIGHT 70' (F3)



POLE F4
MOUNTING HEIGHT 70' (F4)

NOTES:

1. LETTER IN FIXTURE ON POLE INDICATES NEMA BEAM SIZE
M - MEDIUM

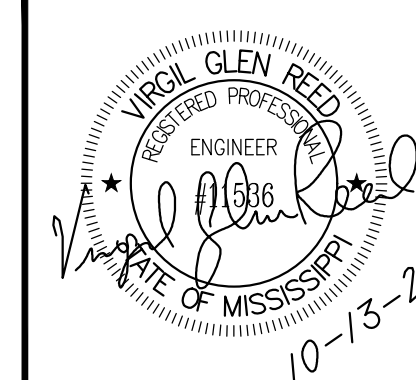
NOTICE TO DRAWING HOLDER

NEEL-SCHAFFER, INC., HEREINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.

REVISIONS				DRAWING INFORMATION	
NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 16247	
				FILENAME: 16247_Elec Det-3.dwg	
				SCALE: N.T.S.	
				SURVEYED BY:	
				DSGN: VR/KC	DATE: 10/2021
				DRWN: JEM	DATE: 10/2021
				CHKD: GPC	DATE: 10/2021
				QA/QC:	DATE:

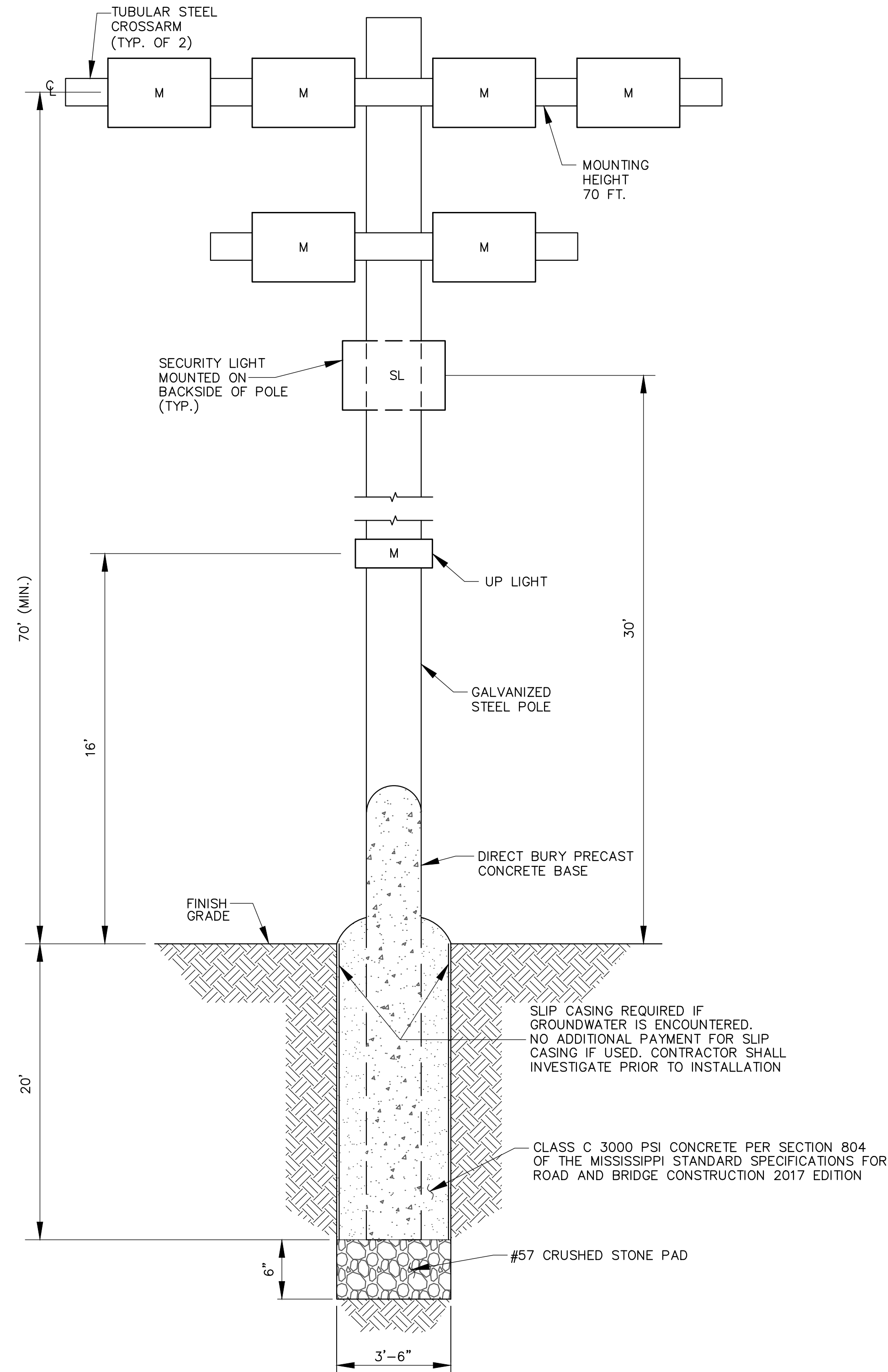
**EAST SIDE PARK COMBO BASEBALL
/FOOTBALL FIELD LIGHTING PROJECT**

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY

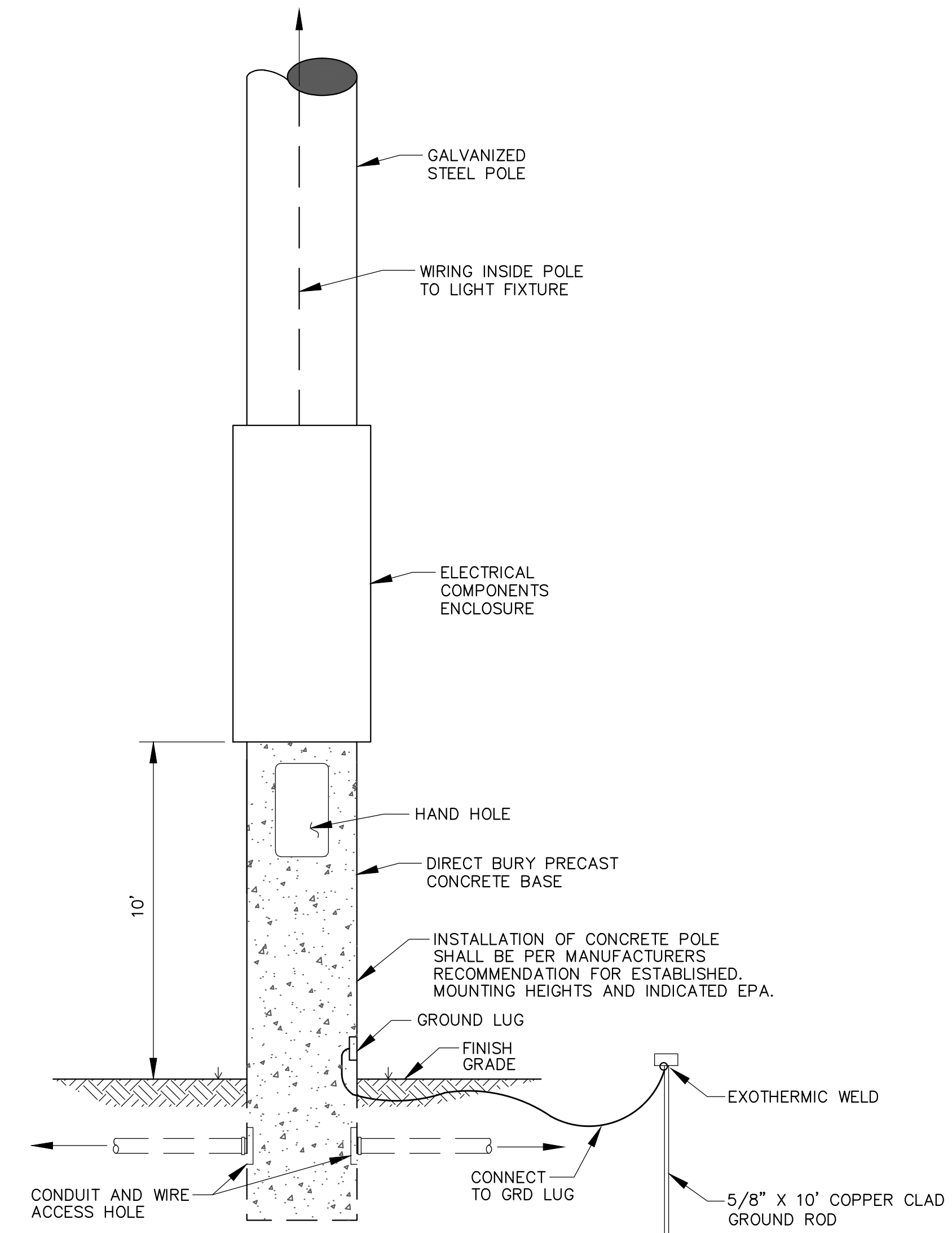


ELECTRICAL DETAILS III

WORKING NUMBER: ED-3	DRAWING NUMBER: E6
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TYPICAL POLE FOUNDATION DETAIL
N.T.S.



CONCRETE POLE INSTALLATION
DETAIL
N.T.S.

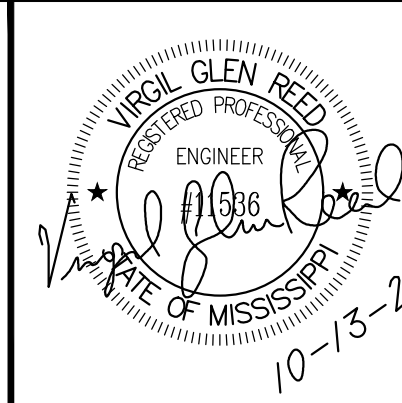
10/13/2021 3:58 PM I:\projects\office\16247_elec\16247_elec.dwg

NOTICE TO DRAWING HOLDER
NEEL-SCHAFFER, INC., HEREINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.

REVISIONS				DRAWING INFORMATION	
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				SCALE: N.T.S.	
				SURVEYED BY:	
				DSGN: VR/KC	DATE: 10/2021
				DRWN: JEM	DATE: 10/2021
				CHKD: GPC	DATE: 10/2021
				QA/QC:	DATE:

EAST SIDE PARK COMBO BASEBALL
/FOOTBALL FIELD LIGHTING PROJECT

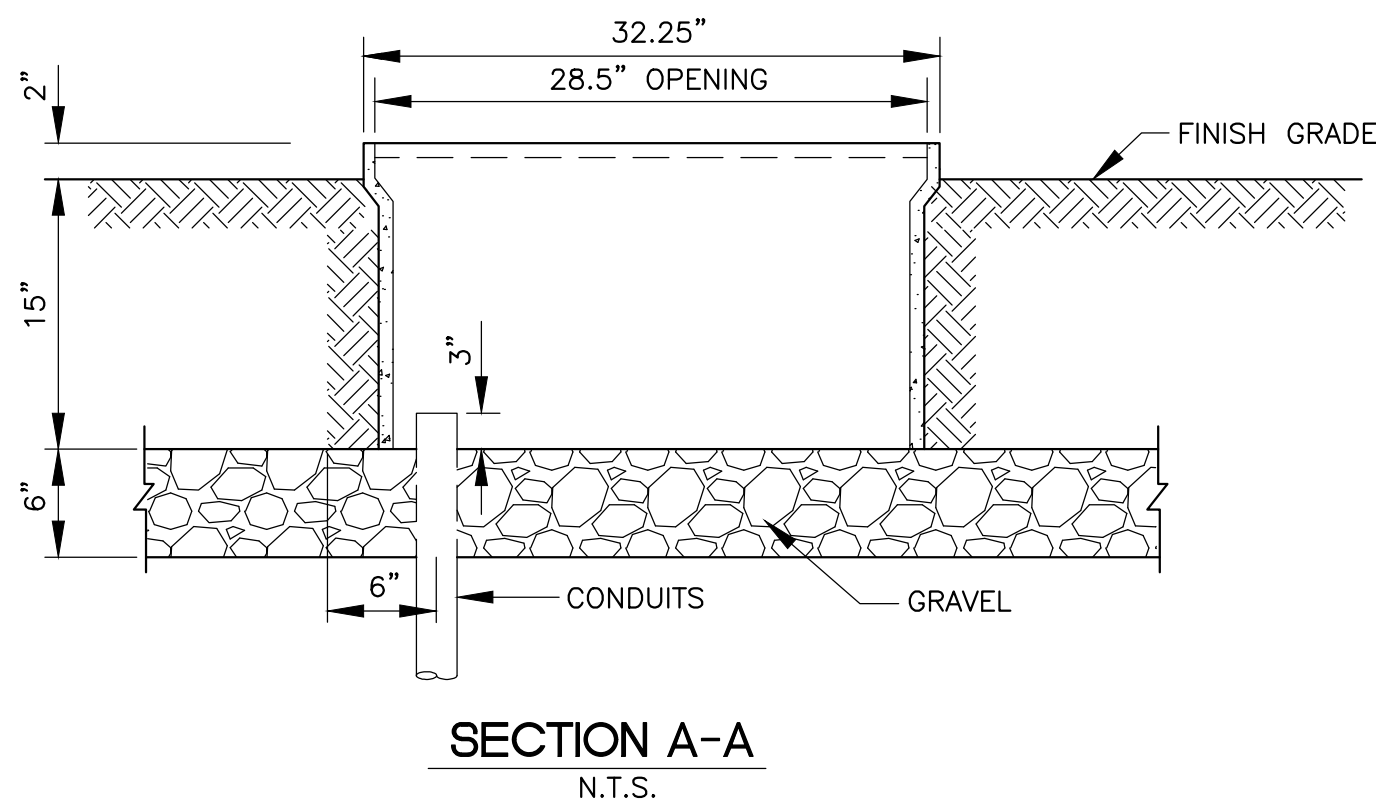
CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY



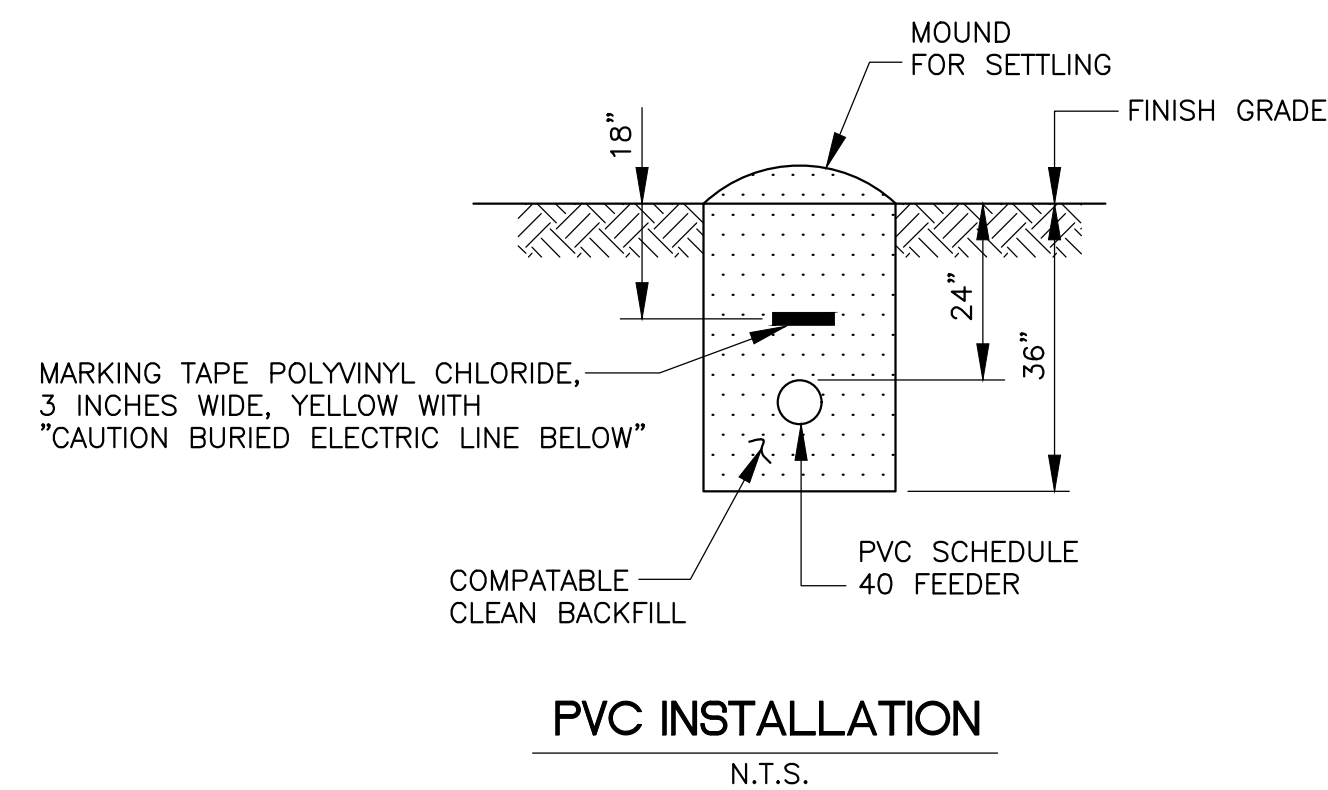
ELECTRICAL DETAILS IV

WORKING NUMBER: ED-4	DRAWING NUMBER: E7
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ELECTRICAL PLAN SYMBOLS LEGEND	
	POWER SUPPLY PANEL
	BRANCH CIRCUIT CONCEALED IN WALL OR UNDERGROUND
	BRANCH CIRCUIT CONCEALED IN FLOOR
	BRANCH CIRCUIT EXPOSED
	HOME RUN TO PANEL; THREE CONDUCTORS PLUS GRD.
	HOME RUN TO PANEL, 2 CIRCUITS IN ONE RACEWAY
S	SINGLE POLE TOGGLE SWITCH
S ₂	DOUBLE POLE TOGGLE SWITCH
S ₃	THREE WAY SWITCH
S ₄	FOUR WAY SWITCH
S _p	SINGLE POLE TOGGLE SWITCH WITH PILOT LIGHT
	NON-FUSED DISCONNECT SWITCH
	SIMPLEX CONVENIENCE OUTLET
	DUPLEX CONVENIENCE OUTLET (# = INCHES ABOVE FLOOR)
	CONV. OUTLET W/ GROUND FAULT INTERRUPTER
	WEATHERPROOF CONV. OUTLET W/ G.F.I. AND WHILE IN USE COVER
	LIGHTING FIXTURE, CEILING MOUNTED/WALL MOUNTED
	FLUORESCENT LIGHTING FIXTURE
	MOTOR (H.P.)
	THERMOSTAT
P/C	PHOTOCELL
	NEMA 6-30R RECEPTACLE
	SCOREBOARD
	PULL BOX
	PAD MOUNTED TRANSFORMER
	INDICATES POLE LOCATION AND FIXTURES FACING 180° (POLE BEING SHARED BY TWO FIELDS)
	INDICATES POLE LOCATION AND FIXTURES TO ONE SIDE (SECURITY LIGHT MOUNTED ON BACKSIDE OF POLE)
	PRIMARY PULL BOX
	JACK OR BORE
	ENTERGY RISER POLE
	EXISTING CONDUCTOR



PULL BOX FLUSH MOUNTED
N.T.S.

[illegible]

NEEL-SCHAFFER, INC., HEREINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.

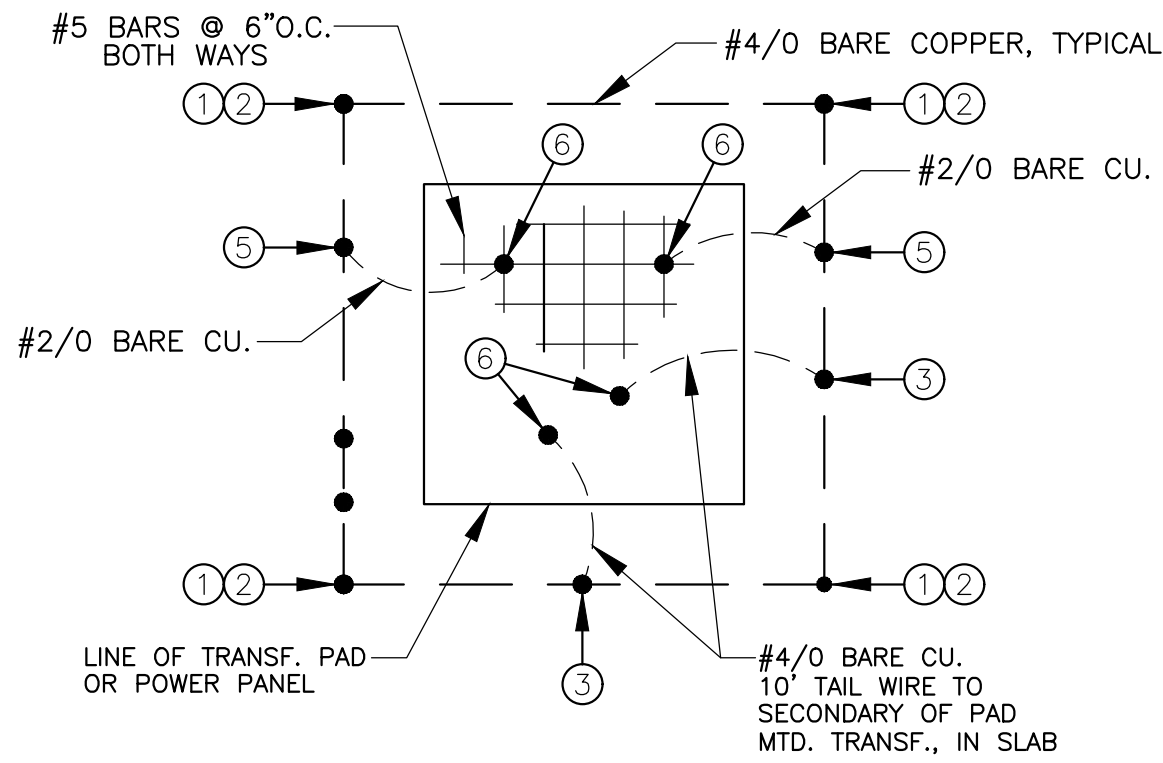
REVISIONS				DRAWING INFORMATION	
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				SURVEYED BY:	
				DSGN: VR/KC	DATE: 10/2021
				DRWN: JEM	DATE: 10/2021
				CHKD: GPC	DATE: 10/2021
				QA/QC:	DATE:

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY



WORKING NUMBER: ED-5	DRAWING NUMBER: E8
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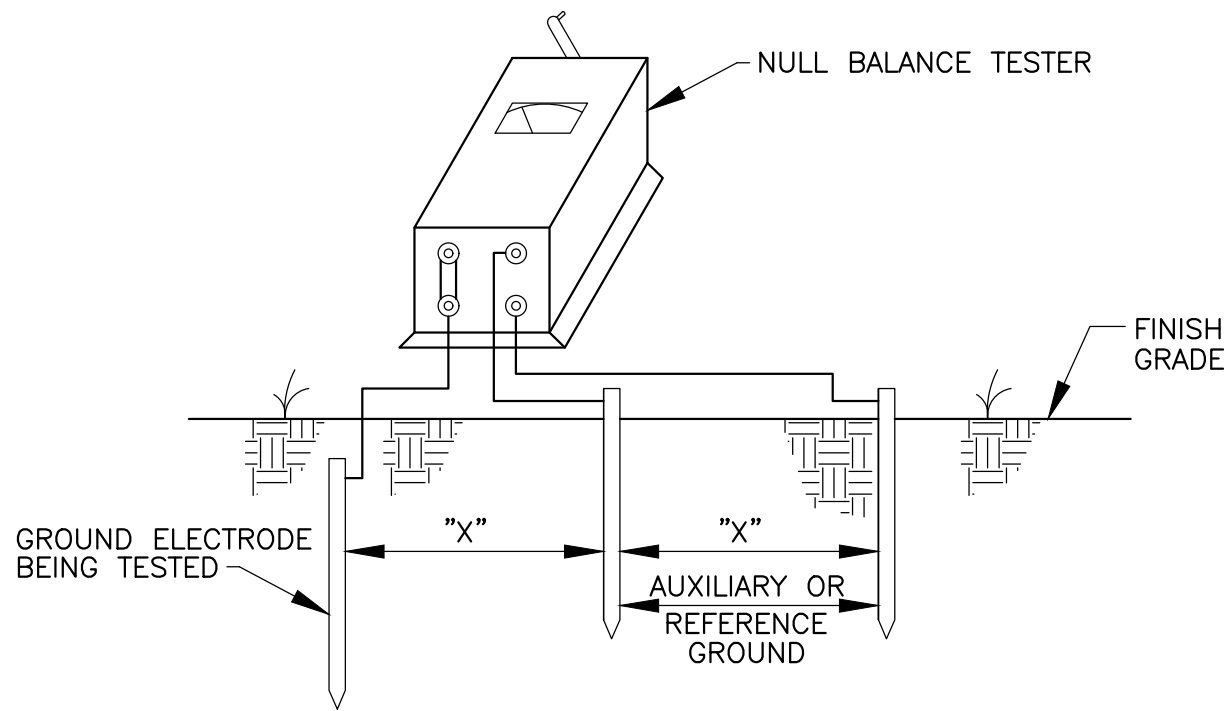
SCHEDULE GROUND GRID SYSTEM				
ITEM	DESCRIPTION	MANUFACTURER	CAT. NO.	REMARKS
①	3/4" x 10' COPPERCLAD GND. ROD	-----	-----	20' O.C. W/ TOP 1'-6" BELOW GRADE
②	CABLE TO GROUND ROD	ERICO "CADWELD"	GTC-162Q	W/ #115 WELD METAL
③	#4/0 CABLE #4/0 CABLE	ERICO "CADWELD"	TAC-2Q2Q	W/ #150 WELD METAL
④	#4/0 CABLE TO STEEL COLUMN	ERICO "CADWELD"	VBC-2Q	W/ #150 WELD METAL
⑤	#4/0 CABLE TO 2/0 CABLE	ERICO "CADWELD"	TAC-2Q2G	W/ #90 WELD METAL
⑥	#2/0 CABLE TO #5Ø REIN. BAR	ERICO "CADWELD"	RDM-532G	W/ #115 WELD METAL



DISTRIBUTION SYSTEM
GROUND GRID DETAIL

N.T.S.

(TYPICAL FOR POWER PANEL FOUNDATION)



- NOTES:
- ① DISTANCE "X" SHALL BE THE SAME BUT NOT LESS THAN 50'. ALL RODS SHALL BE IN A STRAIGHT LINE.
 - ② ALL READINGS SHALL BE DONE IN THE ENGINEERS PRESENCE AND RECORDED FOR PERMANENT RECORD.
 - ③ THIS TEST IS TO BE PERFORMED ON EACH OF THE ELECTRICAL DISTRIBUTION SYSTEM GROUND GRIDS.

GROUND TEST DETAIL

N.T.S.

NOTICE TO DRAWING HOLDER

NEEL-SCHAFER, INC., HERINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.

REVISIONS				DRAWING INFORMATION	
NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 16247	
				FILENAME: 16247_Elec Det-6.dwg	
				SCALE: N.T.S.	
				SURVEYED BY:	
				DSGN: VR/KC	DATE: 10/2021
				DRWN: JEM	DATE: 10/2021
				CHKD: GPC	DATE: 10/2021
				QA/QC:	DATE:

EAST SIDE PARK COMBO BASEBALL
/FOOTBALL FIELD LIGHTING PROJECT

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY



ELECTRICAL DETAILS VI

WORKING NUMBER:
ED-6

DRAWING NUMBER:
E9



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Chris McGee, Director of Parks and Recreation

cc:

Date: Tuesday, November 2, 2021

Re: Approve the sale of grave spaces, per attached Memo's, Receipts, and Deeds.
File Number: 2021-1273
Minute Book #

Summary

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

Recommendation Statement

I am recommending approval of the sale of grave spaces.

Please place this on the November 2, 2021 City Council meeting for consideration.

To: CITY COUNCIL

From: Deborah Bourne, Division Manager of Cemeteries

Date: October 15, 2021

John Ira Rogers

(4) Spaces \$ 700.00

North Half (N ½)

Lot 80, Section 4, Highland Cemetery

Melanie Sims

(1) Space \$ 175.00

South Half (S ½) of the Northeast Quarter (NE ¼)

Lot 24, Section 39, Highland Cemetery

Ka'Mayia Puckett

(1) Space \$ 37.50

Baby Space # 16

Lot 3, Section 1, South Hill Cemetery

To: CITY COUNCIL

From: Deborah Bourne, Division Manager of Cemeteries

Date: October 22, 2021

Van E. & Joyce Craft

(4) Spaces \$ 700.00

West Half (W ½)

Lot 90, Section 38, Highland Cemetery

Theresa Smith

(1) Space \$ 175.00

North Half (N ½) of the Northeast Quarter (NE ¼)

Lot 79, Section 34, Highland Cemetery

Wilber & Alice Chambers

(4) Spaces \$ 700.00

South Half (S ½)

Lot 42, Section 3, Highland Cemetery

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 10/14/ 2021

SOLD TO:

Mr. Mrs. Miss Van E. & Joyce Craft

ADDRESS 9 Wimbourne DR, Hattiesburg MS. 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

W $\frac{1}{2}$ — $\frac{1}{4}$ Lot No. 90 Section No. 38 in Highland Cemetery

Number of grave spaces 4 Price per grave space \$ 175.⁰⁰

Price Received \$ 700.⁰⁰

CK# 1301

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Bourne
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 10-20- 2021

SOLD TO:

Mr. Mrs. Miss Theresa Smith

ADDRESS 1258 Richburg Rd. Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N $\frac{1}{2}$ NE $\frac{1}{4}$ Lot No. 79 Section No. 34 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.⁰⁰

Price Received \$ 175.⁰⁰

CK# 5132

Forrest

CITY OF HATTIESBURG, MISSISSIPPI

By Andy Parker
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 10-12- 2021

SOLD TO:

Mr. Mrs. Miss Wilber & Alice Chambers

ADDRESS 416 St. Annes Dr. Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S $\frac{1}{2}$ — $\frac{1}{4}$ Lot No. 42 Section No. 3 in Highland Cemetery

Number of grave spaces 4 Price per grave space \$ 175.⁰⁰

Price Received \$ 700.⁰⁰

CK# 21621

CITY OF HATTIESBURG, MISSISSIPPI

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 10-08- 2021

SOLD TO:

Mr. Mrs. Miss

Ka' Mayia Puckett

ADDRESS

315 Mitchell St. Pata, MS 39465

desires to purchase the grave space described below, subject to Cemetery regulations.

Grave Space # 116

1/2 1/4 Lot No. 3

Section No. 1

in South Hill Cemetery

Number of grave spaces 1

Price per grave space \$ 37.50

Price Received \$ 37.50

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]

Supt. of City Cemeteries

cord

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 10-08- 2021

SOLD TO:

Mr. Mrs. Miss

Melanie Sims

ADDRESS

211 West 7th St Apt. 211 Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 NE 1/4 Lot No. 24

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

cord

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 10-14- 2021

SOLD TO:

Mr. Mrs. Miss

JOHN IRA ROGERS

ADDRESS

15 Alex Lane, HATTIESBURG MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 1/4 Lot No. 80

Section No. 4

in HIGHLAND Cemetery

Number of grave spaces 4

Price per grave space \$ 175.00

Price Received \$ 700.00

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]

Supt. of City Cemeteries

Chris 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 THIRTY-SEVEN AND 50/100 Dollars (\$37.50), 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 Ka'Mayia Puckett subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Baby Space# 16

Lot Number: 3

Section Number: 1

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as South Hill Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 2nd day of November 2021.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

DEPUTY 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 2nd day of November 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 Melanie Sims, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Northeast Quarter (NE¼)

Lot 24 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 2nd day of November, 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 2nd day of November, 2021.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of SEVEN HUNDRED AND NO/100 Dollars (\$700.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto John Ira Rogers, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Lot 80 North Half (N½)
Section Number: 4

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing Four (4) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 2nd day of November, 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 2nd day of November 2021.

My Commission Expires:

NOTARY PUBLIC

**STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS**

DEED TO CEMETERY LOT HIGHLAND CEMETERY

For and in consideration of the sum of SEVEN HUNDRED AND NO/100 Dollars (\$700.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Van E. & Joyce Craft, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

West Half (W $\frac{1}{2}$)
Lot 90 Section Number: 38

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing Four (4) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 2nd day of November, 2021.

CITY OF HATTIESBURG, MISSISSIPPI

MAYOR

(SEAL)

**STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR**

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 2nd day of November 2021.

NOTARY PUBLIC

1000

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of SEVEN HUNDRED AND NO/100 Dollars (\$700.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Wilber & Alice Chambers, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Lot 42 South Half (S½) Section Number: 3

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing Four (4) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 2nd day of November, 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 2nd day of November 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 Theresa 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:

North Half (N½) of the Northeast Quarter (NE¼)

Lot 79 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 2nd day of November, 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 2nd day of November, 2021.

My Commission Expires:

NOTARY PUBLIC



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, November 2, 2021

Re: Approve claims docket for the period ending October 31, 2021.
File Number: 2021-1285
Minute Book #

Summary

Recommendation Statement

Please place this on the November 2, 2021 City Council meeting for consideration.

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/1 TO 2022/1		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
001000											BALANCE SHEET
001000	060100										GAS/LUBRICANT-CITY BARN
	003497	MAPLES GAS COMPANY		214058	225116	2022	1	INV P	18,382.10	103121	287503 GAS FOR FUEL STATIO
	003497	MAPLES GAS COMPANY		214630	225208	2022	1	INV P	22,354.22	103121	287503 GAS FOR FUEL STATIO
									40,736.32		
									ACCOUNT TOTAL		40,736.32
						ORG 001000		TOTAL			40,736.32
001001											REVENUES
001001	332000										POLICE FINES
	004271	SOUTHERN FINANCIAL	S	CMCHAT 9/16-9/29/21	0	2022	1	INV P	16.40	103121	287561 POLICE FINE COLLECT
	004271	SOUTHERN FINANCIAL	S	CMCHAT 9/30-10/18/21	0	2022	1	INV P	129.90	103121	287561 POLICE FINE COLLECT
	004271	SOUTHERN FINANCIAL	S	CMCHAT2 9/16-9/29/21	0	2022	1	INV P	204.20	103121	287561 POLICE FINE COLLECT
	004271	SOUTHERN FINANCIAL	S	CMCHAT29/30-10/18/21	0	2022	1	INV P	466.39	103121	287562 POLICE FINES COLLEC
	004271	SOUTHERN FINANCIAL	S	CMCHAT3 9/16-9/29/21	0	2022	1	INV P	709.51	103121	287561 POLICE FINE COLLECT
	004271	SOUTHERN FINANCIAL	S	CMCHAT39/30-10/18/21	0	2022	1	INV P	1,018.78	103121	287563 POLICE FINES COLLEC
									2,545.18		
									ACCOUNT TOTAL		2,545.18
						ORG 001001		TOTAL			2,545.18
001003											CITY COUNCIL
001003	601000										AUDITING AND ACCOUNTING
	004442	TMH		217500	0	2022	1	INV P	35,000.00	103121	287576 INTERIM BILL FY 21
									ACCOUNT TOTAL		35,000.00
001003	606000										TELEPHONE AND TELEGRAPH
	002160	AT&T MOBILITY		287373578351X1008202	0	2022	1	INV P	291.58	103121	287397 MB2106-287/WIRELESS
									ACCOUNT TOTAL		291.58
						ORG 001003		TOTAL			35,291.58
001015											CITY COURT
001015	604901										OTHER PROF-TECHNOLOGY
	003917	PINE BELT MENTAL HEA		2021-09	0	2022	1	INV P	11,452.80	103121	287532 GR#1H79TI081923-01
	004482	TYLER TECHNOLOGIES	IN	025-344350	0	2022	1	INV P	7,800.00	103121	287579 MB# 2020-29 COURT T
	004482	TYLER TECHNOLOGIES	IN	025-349221	0	2022	1	INV P	3,120.00	103121	287579 MB# 2020-29 COURT T
	004482	TYLER TECHNOLOGIES	IN	025-355057	0	2022	1	INV P	5,719.40	103121	287579 MB#2020-29 COURT TY
									16,639.40		
									ACCOUNT TOTAL		28,092.20
001015	606000										TELEPHONE AND TELEGRAPH

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/1 TO 2022/1		ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
002160	AT&T MOBILITY	287373578351X1008202	0		2022	1	INV P	461.87	103121	287397 MB2106-287/WIRELESS
							ACCOUNT TOTAL	461.87		
001015	630500						ELECTRICITY			
003700	MS POWER COMPANY	E2021 10/11	0		2022	1	INV P	1,336.29	103121	287515 MISSISSIPPI POWER V
							ACCOUNT TOTAL	1,336.29		
							ORG 001015 TOTAL	29,890.36		
001020							MAYOR/ADMIN.			
001020	507000						BOOKS			
003414	LEXISNEXIS MATTHEW B	27530868	0		2022	1	INV P	573.57	103121	287496 MS CODE 2021 SUP PK
							ACCOUNT TOTAL	573.57		
001020	511500						FOOD			
002500	COCA COLA BOTTLING C	19873219053	0		2022	1	INV P	123.75	103121	287429 WATER
							ACCOUNT TOTAL	123.75		
001020	606000						TELEPHONE AND TELEGRAPH			
002160	AT&T MOBILITY	287373578351X1008202	0		2022	1	INV P	172.28	103121	287397 MB2106-287/WIRELESS
							ACCOUNT TOTAL	172.28		
001020	612000						FREIGHT			
002798	FEDERAL EXPRESS	7-486-47631	0		2022	1	INV P	81.88	103121	287448 NATL LEAGUE OF CITI
							ACCOUNT TOTAL	81.88		
001020	615000						ADVERTISING			
048038	LAMAR ADVERTISING	112979347	223904		2022	1	INV P	1,500.00	103121	287491 COVID19 VACCINATION
							ACCOUNT TOTAL	1,500.00		
001020	641000						OFFICE EQUIPMENT RENT			
003928	PITNEY BOWES	3314119132	0		2022	1	INV P	1,161.24	103121	287534 MACHINE LEASE
							ACCOUNT TOTAL	1,161.24		
001020	684000						DUES AND MEMBERSHIPS			
002935	GREATER PINEBELT COM	111121	0		2022	1	INV P	1,200.00	103121	287458 TABLE AT ABB PAYNE
004485	U S CONFERENCE OF MA	INV001276	0		2022	1	INV P	3,489.00	103121	287580 CALENDAR YEAR BILLI
							ACCOUNT TOTAL	4,689.00		
							ORG 001020 TOTAL	8,301.72		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/1 TO 2022/1										
ACCOUNT/VENDOR			INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
PURCHASING DIV.										
001045	636500									
001045	002406	CANON FINANCIAL SERV	27478693	0	2022	1	INV P	188.33	103121	287416 MB2018-145 PURCHASI
ACCOUNT TOTAL								188.33		
ORG 001045 TOTAL								188.33		
HUMAN RESOURCES										
001080	636500									
001080	004050	RICOH CORP	35537243	0	2022	1	INV P	221.67	103121	287544 HR MONTHLY COPIER C
004050	RICOH CORP		35581384	0	2022	1	INV P	11.08	103121	287544 HR COPIER CONTRACT
004050	RICOH CORP		35640260	0	2022	1	INV P	221.67	103121	287544 HR MONTHLY COPIER C
								454.42		
ACCOUNT TOTAL								454.42		
ORG 001080 TOTAL								454.42		
LOSS CONTROL										
001081	606000									
001081	002160	AT&T MOBILITY	287373578351X1008202	0	2022	1	INV P	96.82	103121	287397 MB2106-287/WIRELESS
ACCOUNT TOTAL								96.82		
ORG 001081 TOTAL								96.82		
URBAN DEVELOPMT										
001090	508000									
001090	002383	C D W GOVERNMENT	K196180	223366	2022	1	INV P	528.87	103121	287412 ADOBE SUBSRIPTIONS
ACCOUNT TOTAL								528.87		
TELEPHONE AND TELEGRAPH										
001090	606000									
001090	002160	AT&T MOBILITY	287373578351X1008202	0	2022	1	INV P	260.36	103121	287397 MB2106-287/WIRELESS
ACCOUNT TOTAL								260.36		
TRAVEL EXPENSE										
001090	611000									
001090	047889	ESTERS, ARMENDIA	ESTERSREIMBURSEMENT1	0	2022	1	INV P	201.31	103121	287445 A. ESTERS REIMBURSE
ACCOUNT TOTAL								201.31		
ORG 001090 TOTAL								990.54		
INFO TECHNOLOGY										
001091	508000									
001091	004050	RICOH CORP	1089497979	0	2022	1	INV P	222.12	103121	287544 FUSING UNIT SP C430
ACCOUNT TOTAL								222.12		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/1 TO 2022/1		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
001091	604900										
						OTHER PROFESSIONAL SERV.					
002158	AT&T		0591	10.8.21	0	2022	1	INV P	47.00	103121	287394 INTERACT SUPPORT -
002158	AT&T		0591	9.8.21	0	2022	1	INV P	47.00	103121	287394 INTERACT SUPPORT -
002158	AT&T		0598	9.8.21	0	2022	1	INV P	6,790.00	103121	287394 INTERACT SUPPORT -
									6,884.00		
002905	GILLILANDS ELECTRONI	6240			0	2022	1	INV P	85.00	103121	287455 CCTV SERVICE - SANI
002905	GILLILANDS ELECTRONI	6241			0	2022	1	INV P	112.35	103121	287455 CABLING SERVICE - S
002905	GILLILANDS ELECTRONI	6262			0	2022	1	INV P	85.00	103121	287455 CCTV SERVICE - FIRE
									282.35		
003912	PILEUM CORPORATION	P69703			0	2022	1	INV P	1,450.00	103121	287530 BILLABLE TIME - IT
003912	PILEUM CORPORATION	P70784			0	2022	1	INV P	1,913.75	103121	287530 BILLAGE TIME - IT D
									3,363.75		
004050	RICOH CORP		1089766681		0	2022	1	INV P	2,295.00	103121	287544 MAILPREPARER SUBSCR
						ACCOUNT TOTAL			12,825.10		
001091	606000					TELEPHONE AND TELEGRAPH					
002160	AT&T MOBILITY		287373578351X1008202	0		2022	1	INV P	160.41	103121	287397 MB2106-287/WIRELESS
						ACCOUNT TOTAL			160.41		
001091	606800					NETWORK					
002384	C SPIRE (MEGAGATE)	205876-59			0	2022	1	INV P	431.12	103121	287413 NETWORK/INTERET - M
002384	C SPIRE (MEGAGATE)	683013-48			0	2022	1	INV P	16,490.70	103121	287413 NETWORK/INTERET - M
									16,921.82		
						ACCOUNT TOTAL			16,921.82		
001091	636500					OFFICE EQUIPMENT R&M					
002158	AT&T		0598	10.8.21	0	2022	1	INV P	13,854.33	103121	287394 INTERACT SUPPORT -
003342	KRONOS INCORPORATED	11743967.1			0	2022	1	INV P	655.23	103121	287488 PAYROLL SOFTWARE -
003342	KRONOS INCORPORATED	11808160			0	2022	1	INV P	9,964.78	103121	287488 PAYROLL SOFTWARE -
003342	KRONOS INCORPORATED	11822248			0	2022	1	INV P	9,309.57	103121	287488 PAYROLL SOFTWARE -
									19,929.58		
003583	METRIX SOLUTIONS	M71155			0	2022	1	INV P	1,688.00	103121	287509 OFFICE 365 LICENSES
048026	SOUTHERN BILLING	23888			0	2022	1	INV P	137.40	103121	287560 METRO, VOIP - IT DE
						ACCOUNT TOTAL			35,609.31		
001091	732700					DATA PROCESSING EQUIP.					

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/1 TO 2022/1										
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
002383	C D W GOVERNMENT	K196180	223366	2022	1	INV P	705.16	103121	287412	ADOBE SUBSRIPTIONS
002383	C D W GOVERNMENT	K359111	223366	2022	1	INV P	2,670.45	103121	287412	ADOBE SUBSRIPTIONS
							3,375.61			
ACCOUNT TOTAL							3,375.61			
ORG 001091 TOTAL							69,114.37			
001092			GEN.GOV'T.BLDG							
001092	561000		PLUMBING SUPPLIES							
003543	MCELHANEY PLUMBING I	290308	225187	2022	1	INV P	80.85	103121	287507	TRAIN DEPOT URINAL
ACCOUNT TOTAL							80.85			
001092	602100		BUILDING SECURITY							
002905	GILLILANDS ELECTRONI	6078	0	2022	1	INV P	540.00	103121	287455	YEARLY ALARM RENTAL
ACCOUNT TOTAL							540.00			
001092	604900		OTHER PROFESSIONAL SERV.							
003185	INNOVATIVE SERVICE S	20210167	225078	2022	1	INV P	105.00	103121	287480	COMMUNITY CENTERS S
ACCOUNT TOTAL							105.00			
001092	630500		ELECTRICITY							
003700	MS POWER COMPANY	E2021 10/11	0	2022	1	INV P	3,870.25	103121	287515	MISSISSIPPI POWER V
003700	MS POWER COMPANY	E2021-10/11	0	2022	1	INV P	334.27	103121	287515	MISSISSIPPI POWER-V
							4,204.52			
ACCOUNT TOTAL							4,204.52			
001092	639400		DISINFECT./EXTERMINATION							
003040	HAVARD PEST CONTROL	1835416	0	2022	1	INV P	65.00	103121	287468	HAVARD PEST CONTROL
ACCOUNT TOTAL							65.00			
ORG 001092 TOTAL							4,995.37			
001093			INTERMODAL FAC O&M							
001093	630500		ELECTRICITY							
003700	MS POWER COMPANY	E2021 10/11	0	2022	1	INV P	2,325.65	103121	287515	MISSISSIPPI POWER V
ACCOUNT TOTAL							2,325.65			
001093	635000		BUILDING R&M							
003185	INNOVATIVE SERVICE S	20210167	225078	2022	1	INV P	163.95	103121	287480	COMMUNITY CENTERS S
ACCOUNT TOTAL							163.95			
001093	639400		DISINFECT./EXTERMINATION							

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/1 TO 2022/1										
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
003040	HAVARD PEST CONTROL	1835428	0	2022	1	INV P	85.00	103121	287468	HAVARD PEST CONTROL
ACCOUNT TOTAL							85.00			
ORG 001093 TOTAL							2,574.60			
001094	METRPLTN PLANG.									
001094	508000			COMPUTER SUPPLIES						
002383	C D W GOVERNMENT	K196180	223366	2022	1	INV P	176.29	103121	287412	ADOBE SUBSRIPTIONS
ACCOUNT TOTAL							176.29			
001094	604900			OTHER PROFESSIONAL SERV.						
002160	AT&T MOBILITY	287373578351X1008202	0	2022	1	INV P	37.23	103121	287397	MB2106-287/WIRELESS
ACCOUNT TOTAL							37.23			
ORG 001094 TOTAL							213.52			
001095	G/G INS.OTH SER									
001095	602500			LEGAL						
003090	HICKS LAW FIRM, LLC	10166	0	2022	1	INV P	9,071.20	103121	287474	CLUB EMPIRE
047351	LOWREY & FORTNER PA	34079	0	2022	1	INV P	2,000.00	103121	287499	POLICE CITIZEN REVI
ACCOUNT TOTAL							11,071.20			
001095	602700			MEDICAL						
002856	FORREST GENERAL HOSP	STATEMENT 10-18-21	0	2022	1	INV P	5,355.00	103121	287450	EAP SERVICES - SEPT
ACCOUNT TOTAL							5,355.00			
001095	604900			OTHER PROFESSIONAL SERV.						
002273	BLOOMS GARDEN SHOP	091121	0	2022	1	INV P	180.00	103121	287405	WREATHS AND EASELS
048038	LAMAR ADVERTISING	112874212	0	2022	1	INV P	400.00	103121	287491	TRUST YOUR DOC S/S
ACCOUNT TOTAL							580.00			
001095	606000			TELEPHONE AND TELEGRAPH						
002158	AT&T	L10/4/2021	0	2022	1	INV P	145.14	103121	287394	BLUE LIGHTS ON THE
002158	AT&T	L2021-10/13	0	2022	1	INV P	49.13	103121	287394	BLUE LIGHTS ON THE
002158	AT&T	L2021-10/13	0	2022	1	INV P	49.13	103121	287394	AT&T BLUE LIGHTS ON
002158	AT&T	L2021-10/21	0	2022	1	INV P	145.14	103121	287394	AT&T BLUE LIGHTS ON
002158	AT&T	L2021-9/20	0	2022	1	INV P	145.14	103121	287394	AT&T BLUE LIGHTS-09
							533.68			
ACCOUNT TOTAL							533.68			
001095	607000			POSTAGE						
003928	PITNEY BOWES	INV102021	0	2022	1	INV P	10,000.00	103121	287534	POSTAGE FOR PB ACCT

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/1 TO 2022/1											
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION
ACCOUNT TOTAL									10,000.00		
001095	684000				DUES AND MEMBERSHIPS						
003694	MS MUNICIPAL LEAGUE	33208	0	2022	1	INV	P	14,919.00	103121	287514	MEMBERSHIP DUES OCT
ACCOUNT TOTAL									14,919.00		
ORG 001095 TOTAL									42,458.88		
001100	POLICE/PUB.SFTY										
001100	501000				OTHER EXPENDABLE OFF.SPL						
002383	C D W GOVERNMENT	K359111	223366	2022	1	INV	P	283.67	103121	287412	ADOBE SUBSRIPTIONS
003809	OFFICE DEPOT INC	258869733	225158	2022	1	INV	P	349.95	103121	287523	HARD DRIVES FOR DET
ACCOUNT TOTAL									633.62		
001100	501200				EXPENDABLE OFF.SPL-LIFE						
003825	OWENS BUSINESS MACHI	427403	223710	2022	1	INV	P	319.83	103121	287525	TONER FOR RECORDS-H
ACCOUNT TOTAL									319.83		
001100	535000				UNIFORMS, BADGES, ETC.						
003588	MID SOUTH UNIFORM &	622350	222694	2022	1	INV	P	612.08	103121	287510	WALLET BADGE FOR AD
ACCOUNT TOTAL									612.08		
001100	546000				MINOR EQUIPMENT						
002901	GILKEY ELECTRIC SUPP	344617	225172	2022	1	INV	P	99.50	103121	287454	LIGHTS FOR SERVICE
ACCOUNT TOTAL									99.50		
001100	570000				MTR VEHICLE REP. PTS/SPL						
002060	ADVANCE AUTO PARTS	5604128635205	225147	2022	1	INV	P	142.89	103121	287386	REPAIR PARTS FOR UN
002160	AT&T MOBILITY	287273861504X1008202	0	2022	1	INV	P	1,884.01	103121	287397	MB2016-287/GPS TRAC
002168	AUTO ZONE	0139922000	225260	2022	1	INV	P	486.91	103121	287399	A/C COMPRESSOR UNIT
ACCOUNT TOTAL									2,513.81		
001100	604900				OTHER PROFESSIONAL SERV.						
002750	EQUIFAX INFORMATION	6546336	0	2022	1	INV	P	10.67	103121	287443	ONLINE INVESTIGATIO
047055	INTERPRETERS & TRANS	158416	0	2022	1	INV	P	252.39	103121	287482	INTERPRETING SERVIC
ACCOUNT TOTAL									263.06		
001100	606000				TELEPHONE AND TELEGRAPH						
002158	AT&T	54549101030591	9/21	0	2022	1	INV	P	185.72	103121	287395 9/21 POLICE DISPATC
002158	AT&T	L2022-10/15	0	2022	1	INV	P	43.71	103121	287396	POLICE DISPATCH LON

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/1 TO 2022/1		ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
002158	AT&T		T2020 10/8	0	2022	1	INV P	76.00	103121	287394 AT&T VARIOUS DEP 10
002158	AT&T		T2020-10/08	0	2022	1	INV P	76.00	103121	287394 AT&T-VARIOUS DEPT-1
								381.43		
002160	AT&T MOBILITY		287373578351X1008202	0	2022	1	INV P	2,161.02	103121	287397 MB2106-287/WIRELESS
ACCOUNT TOTAL								2,542.45		
001100	611000									
004141	SEALY, PEGGY		11.15.21-11.18.21	0	2022	1	INV P	184.00	103121	287552 TRAVEL ADVANCE CHIE
ACCOUNT TOTAL								184.00		
001100	626500									
004134	SCOTT, CLYDE C INSUR	41313		0	2022	1	INV P	1,468.00	103121	287551 EMC INSURANCE
ACCOUNT TOTAL								1,468.00		
001100	630000									
004321	SPIRE ENERGY		G2021-10/11	0	2022	1	INV P	32.97	103121	287572 SPIRE-VARIOUS DEPT-
ACCOUNT TOTAL								32.97		
001100	630500									
003700	MS POWER COMPANY		E2021 10/11	0	2022	1	INV P	4,377.87	103121	287515 MISSISSIPPI POWER V
003700	MS POWER COMPANY		E2021-10/11	0	2022	1	INV P	6,822.48	103121	287515 MISSISSIPPI POWER-V
								11,200.35		
ACCOUNT TOTAL								11,200.35		
001100	638000									
002754	ESSCO HEATING AND A/	40718		225001	2022	1	INV P	240.00	103121	287444 A/C REPAIR AT SERVI
ACCOUNT TOTAL								240.00		
001100	638400									
002066	AFFORDABLE EMERGENCY	1520		223520	2022	1	INV P	665.00	103121	287387 REPAIRS TO VARIOUS
002282	BODY TECH INC	2872		222647	2022	1	INV P	4,290.49	103121	287407 REPAIRS TO UNIT#182
003074	HELLFIGHTERS USA	61297		225217	2022	1	INV P	613.04	103121	287470 REPAIR PARTS FOR MO
003861	PATTERSON AUTO ELECT	81185		225148	2022	1	INV P	732.80	103121	287527 REPAIRS TO UNIT#166
003966	PREMIER WINDOW TINTI	1979		221327	2022	1	INV P	360.00	103121	287540 STRIPING OF UNIT#21
004205	SIGNS FIRST	H-78402		0	2022	1	INV P	25.03	103121	287558 DECAL FOR MOTORCYCL
ACCOUNT TOTAL								6,686.36		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/1 TO 2022/1											
ACCOUNT/VENDOR		INVOICE		PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
001100	639400										
003040	HAVARD PEST CONTROL	1835404		0	2022	1	INV P	40.00	103121	287468	HAVARD PEST CONTROL
								40.00			
								ACCOUNT TOTAL			
001100	639800										
003389	LARRY'S WRECKER SERV	8789		0	2022	1	INV P	55.00	103121	287493	TOWING OF VEHICLE F
003389	LARRY'S WRECKER SERV	8794		0	2022	1	INV P	80.00	103121	287493	TOWING OF VEHICLE F
003389	LARRY'S WRECKER SERV	8813		0	2022	1	INV P	55.00	103121	287493	TOWING OF UNIT#1832
003389	LARRY'S WRECKER SERV	8860		0	2022	1	INV P	55.00	103121	287493	TOWING OF VEHICLE F
003389	LARRY'S WRECKER SERV	8870		0	2022	1	INV P	55.00	103121	287493	TOWING OF UNIT#1820
003389	LARRY'S WRECKER SERV	8875		0	2022	1	INV P	55.00	103121	287493	TOWING OF UNIT#1650
003389	LARRY'S WRECKER SERV	8879		0	2022	1	INV P	75.00	103121	287493	TOWING OF SEIZED VE
								430.00			
								ACCOUNT TOTAL			
								430.00			
001100	641000										
004057	RJ YOUNG COMPANY	INV4467572		0	2022	1	INV P	250.00	103121	287545	MB#2021-285-ADMIN C
								250.00			
								ACCOUNT TOTAL			
								250.00			
								ORG 001100 TOTAL			
								27,516.03			
001131											
001131	501000										
048088	SOUTHWEST PROMOTIONA	3975		225044	2022	1	INV P	484.00	103121	287570	P/F CHALLENGE COINS
								484.00			
								ACCOUNT TOTAL			
								484.00			
001131	535500										
002879	GALL'S LLC	019259361		223606	2022	1	INV P	406.92	103121	287453	P/F UNIFORMS
002879	GALL'S LLC	019488669		223606	2022	1	INV P	141.72	103121	287453	P/F UNIFORMS
								548.64			
								ACCOUNT TOTAL			
								548.64			
001131	630500										
003700	MS POWER COMPANY	E2021-10/11		0	2022	1	INV P	1,493.53	103121	287515	MISSISSIPPI POWER-V
								1,493.53			
								ACCOUNT TOTAL			
								1,493.53			
001131	639400										
003040	HAVARD PEST CONTROL	1835413		0	2022	1	INV P	50.00	103121	287468	HAVARD PEST CONTROL
003040	HAVARD PEST CONTROL	1835415		0	2022	1	INV P	50.00	103121	287468	HAVARD PEST CONTROL
								100.00			
								ACCOUNT TOTAL			
								100.00			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/1 TO 2022/1											
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION		
				ORG 001131	TOTAL		2,626.17				
				FIRE DIVISION							
001160	570000			MTR	VEHICLE	REP.	PTS/SPL				
002160	AT&T MOBILITY	287273861504x1008202	0	2022	1	INV	P	536.64	103121	287397	MB2016-287/GPS TRAC
002805	FERRARA FIRE APPARAT	INV00000W10294	225180	2022	1	INV	P	779.18	103121	287449	HFD PUMP PANEL GAUG
003034	HATTIESBURG HYDRAULI	91858	225153	2022	1	INV	P	14.32	103121	287467	HFD UNIT # 15491 HY
003746	NAPA AUTO PARTS	5930-639062	225070	2022	1	INV	P	83.28	103121	287517	HFD E5 UNIT # 15491
				ACCOUNT TOTAL		1,413.42					
001160	604900			OTHER PROFESSIONAL SERV.							
002905	GILLILANDS ELECTRONI	5814	225179	2022	1	INV	P	89.95	103121	287455	HFD ADMIN/PREV OFFI
				ACCOUNT TOTAL		89.95					
001160	606000			TELEPHONE AND TELEGRAPH							
002160	AT&T MOBILITY	287373578351x1008202	0	2022	1	INV	P	215.00	103121	287397	MB2106-287/WIRELESS
				ACCOUNT TOTAL		215.00					
001160	611000			TRAVEL EXPENSE							
048165	MERCEDES BLACKWELL	OT9069	0	2022	1	INV	P	276.00	103121	287508	HFD TRAVEL REIMBURS
048166	BRANDI SANDERS	OT9070	0	2022	1	INV	P	276.00	103121	287410	HFD TRAVEL REIMBURS
				ACCOUNT TOTAL		552.00					
001160	630000			GAS							
004321	SPIRE ENERGY	G2021 10/18	0	2022	1	INV	P	116.88	103121	287572	SPIRE (WILLMUT GAS)
004321	SPIRE ENERGY	G2021-10/11	0	2022	1	INV	P	24.07	103121	287572	SPIRE-VARIOUS DEPT-
004321	SPIRE ENERGY	G2021-10/22	0	2022	1	INV	P	171.91	103121	287572	SPIRE VARIOUS DEPAR
						312.86					
				ACCOUNT TOTAL		312.86					
001160	630500			ELECTRICITY							
003700	MS POWER COMPANY	E2021 10/11	0	2022	1	INV	P	2,451.04	103121	287515	MISSISSIPPI POWER V
003700	MS POWER COMPANY	E2021-10/11	0	2022	1	INV	P	411.94	103121	287515	MISSISSIPPI POWER-V
						2,862.98					
004282	SOUTHERN PINE ELECTR	E2021-10/18/21	0	2022	1	INV	P	69.26	103121	287565	SOUTHERN PINE ELECT
				ACCOUNT TOTAL		2,932.24					
001160	639400			DISINFECT./EXTERMINATION							
003040	HAVARD PEST CONTROL	1835405	0	2022	1	INV	P	50.00	103121	287468	HAVARD PEST CONTROL

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/1 TO 2022/1		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
003040	HAVARD PEST CONTROL	1835410			0	2022	1	INV P	48.00	103121	287468 HAVARD PEST CONTROL
									98.00		
								ACCOUNT TOTAL	98.00		
						ORG 001160		TOTAL	5,613.47		
001180				LAND DEVEL.ADM.							
001180	570000							MTR VEHICLE REP. PTS/SPL			
002413	CARQUEST AUTO PARTS	14758-3118			225101	2022	1	INV P	216.11	103121	287417 CLIMATE CONTROL PAR
								ACCOUNT TOTAL	216.11		
001180	604900							OTHER PROFESSIONAL SERV.			
002160	AT&T MOBILITY	287273861504X1008202	0			2022	1	INV P	204.30	103121	287397 MB2016-287/GPS TRAC
								ACCOUNT TOTAL	204.30		
001180	606000							TELEPHONE AND TELEGRAPH			
002160	AT&T MOBILITY	287373578351X1008202	0			2022	1	INV P	871.30	103121	287397 MB2106-287/WIRELESS
								ACCOUNT TOTAL	871.30		
001180	644900							OTHER RENT			
004057	RJ YOUNG COMPANY	INV4455605	0			2022	1	INV P	258.74	103121	287545 COPIER 9/11/21-10/1
								ACCOUNT TOTAL	258.74		
						ORG 001180		TOTAL	1,550.45		
001190				P/S CONTRAC.SER							
001190	602700			MEDICAL							
002960	GULF GUARANTY EMPLOY	211026142125	0			2022	1	INV P	1,097.11	103121	287461 INMATE MEDICAL BILL
								ACCOUNT TOTAL	1,097.11		
						ORG 001190		TOTAL	1,097.11		
001191				TRAFFIC MAINT.							
001191	501000							OTHER EXPENDABLE OFF.SPL			
003177	INDOFF INC	3514192			225174	2022	1	INV P	552.57	103121	287479 TRAFFIC OFFICE SUPP
								ACCOUNT TOTAL	552.57		
001191	554000							TRAFFIC CONTROL EQ. SPLY.			
004412	TEMPLE INC	INV0212787			223010	2022	1	INV P	1,800.00	103121	287574 TRAFFIC LED'S
								ACCOUNT TOTAL	1,800.00		
001191	554500							TRAFFIC SIGNS			
004316	SPEEDY PRINTING & SI	225245			225245	2022	1	INV P	816.00	103121	287571 STREET MARKERS

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/1 TO 2022/1		ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
004316	SPEEDY PRINTING & SI	29571		225119	2022	1	INV P	232.00	103121	287571 TUCKER ST, LINCOLN
								1,048.00		
004412	TEMPLE INC	INV0213071		223653	2022	1	INV P	4,804.00	103121	287574 TRAFFIC SCHOOL FLAS
								ACCOUNT TOTAL	5,852.00	
001191	559000							OTHER OPERATING MATL/SPLY		
002215	BATTERIES PLUS BULBS	P44802308		225170	2022	1	INV P	37.80	103121	287402 TRAFFIC BATTERIES
002215	BATTERIES PLUS BULBS	P45094189		225246	2022	1	INV P	23.40	103121	287402 TRAFFIC 9V BATTERIE
								61.20		
								ACCOUNT TOTAL	61.20	
001191	560000							BUILDING MATERIALS & SPLY		
002795	FASTENAL COMPANY	MSHAT232291		225067	2022	1	INV P	360.00	103121	287447 BOLTS & NUTS
								ACCOUNT TOTAL	360.00	
001191	606000							TELEPHONE AND TELEGRAPH		
002160	AT&T MOBILITY	287373578351X1008202	0		2022	1	INV P	71.59	103121	287397 MB2106-287/WIRELESS
								ACCOUNT TOTAL	71.59	
001191	612000							FREIGHT		
003177	INDOFF INC	3514192		225174	2022	1	INV P	40.00	103121	287479 TRAFFIC OFFICE SUPP
								ACCOUNT TOTAL	40.00	
001191	630500							ELECTRICITY		
003700	MS POWER COMPANY	E2021 10/11		0	2022	1	INV P	1,305.48	103121	287515 MISSISSIPPI POWER V
								ACCOUNT TOTAL	1,305.48	
001191	639400							DISINFECT./EXTERMINATION		
003040	HAVARD PEST CONTROL	1865425		0	2022	1	INV P	45.00	103121	287468 HAVARD PEST CONTROL
								ACCOUNT TOTAL	45.00	
001191	639800							TOW IN CHARGES		
003389	LARRY'S WRECKER SERV	9026		225300	2022	1	INV P	85.00	103121	287493 WRECKER SERVICE DOD
								ACCOUNT TOTAL	85.00	
001191	643000							UNIFORM RENT		
002471	CINTAS CORPORATION #	4098962798		0	2022	1	INV P	25.42	103121	287421 TRAFFIC UNIFORM SC/
002471	CINTAS CORPORATION #	4099649380		0	2022	1	INV P	25.42	103121	287423 TRAFFIC UNIFORM SC
								50.84		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/1 TO 2022/1											
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION
					ACCOUNT TOTAL			50.84			
001191	643500				MOP-MAT-RAG RENT						
002471	CINTAS CORPORATION # 4098962437	0	2022	1	INV	P		7.26	103121	287421	TRAFFIC MATS SC/
002471	CINTAS CORPORATION # 4099648993	0	2022	1	INV	P		7.26	103121	287423	TRAFFIC MATS SC/8
								14.52			
					ACCOUNT TOTAL			14.52			
					ORG 001191 TOTAL			10,238.20			
001201	STREET DIV.										
001201	510000				CLEANING/JANITORIAL SPLY						
004634	WHEELER'S JANITORIAL 8916	222869	2022	1	INV	P		376.50	103121	287589	HEAVY DUTY CAN LINE
004634	WHEELER'S JANITORIAL 9061	225142	2022	1	INV	P		843.25	103121	287589	LARGE GARBAGE BAGS
								1,219.75			
					ACCOUNT TOTAL			1,219.75			
001201	511000				HOUSEHOLD SUPPLIES						
004634	WHEELER'S JANITORIAL 8916	222869	2022	1	INV	P		168.25	103121	287589	HEAVY DUTY CAN LINE
					ACCOUNT TOTAL			168.25			
001201	570000				MTR VEHICLE REP. PTS/SPL						
002160	AT&T MOBILITY 287273861504X1008202	0	2022	1	INV	P		2,566.25	103121	287397	MB2016-287/GPS TRAC
002169	AUTOMOTIVE GLASS SPE 1243290	221384	2022	1	INV	P		265.00	103121	287400	INSTALL WINDOW 2007
002413	CARQUEST AUTO PARTS 14758-3401	225266	2022	1	INV	P		24.90	103121	287417	RELAY SWITCH UNIT 1
003034	HATTIESBURG HYDRAULI 92051	225277	2022	1	INV	P		347.34	103121	287467	BOX LEVER KIT UNIT
003114	HOL-MAC CORPORATION 379934	225343	2022	1	INV	P		1,997.14	103121	287475	PARTS/16081
048169	MS DEPT OF REVENUE 21466TITLEREPLACE	0	2022	1	INV	P		9.00	103121	287512	REPLACE TITLE FOR U
					ACCOUNT TOTAL			5,209.63			
001201	604900				OTHER PROFESSIONAL SERV.						
003185	INNOVATIVE SERVICE S 20210166	225042	2022	1	INV	P		851.60	103121	287480	AED MAINTENANCE
					ACCOUNT TOTAL			851.60			
001201	612000				FREIGHT						
003185	INNOVATIVE SERVICE S 20210166	225042	2022	1	INV	P		19.38	103121	287480	AED MAINTENANCE
					ACCOUNT TOTAL			19.38			
001201	643000				UNIFORM RENT						

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/1 TO 2022/1												
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
002471	CINTAS	CORPORATION #	4098962590		0	2022	1	INV	P	111.11	103121	287421 UNIFORMS SC 8200044
002471	CINTAS	CORPORATION #	4098962734		0	2022	1	INV	P	42.10	103121	287421 UNIFORM SC 82000447
002471	CINTAS	CORPORATION #	4098962738		0	2022	1	INV	P	137.28	103121	287421 UNIFORMS SC 8200044
002471	CINTAS	CORPORATION #	4098962846		0	2022	1	INV	P	56.38	103121	287421 UNIFORMS SC 8200044
002471	CINTAS	CORPORATION #	4098962862		0	2022	1	INV	P	8.44	103121	287421 UNIFORM SC 82000447
002471	CINTAS	CORPORATION #	4099649198		0	2022	1	INV	P	42.10	103121	287422 UNIFORMS SC 8200044
002471	CINTAS	CORPORATION #	4099649213		0	2022	1	INV	P	89.28	103121	287422 UNIFORMS SC 82000447
002471	CINTAS	CORPORATION #	4099649304		0	2022	1	INV	P	103.65	103121	287422 UNIFORMS SC 8200044
002471	CINTAS	CORPORATION #	4099649379		0	2022	1	INV	P	8.44	103121	287422 UNIFORMS SC 8200044
002471	CINTAS	CORPORATION #	4099649425		0	2022	1	INV	P	56.38	103121	287422 CINTAS SC 820004475
									655.16			
ACCOUNT TOTAL									655.16			
ORG 001201						TOTAL		8,123.77				
001202 STREET LIGHTS												
001202 630500 ELECTRICITY												
003700	MS POWER COMPANY		E2021 10/11		0	2022	1	INV	P	96,878.64	103121	287515 MISSISSIPPI POWER V
003700	MS POWER COMPANY		E2021-10/11		0	2022	1	INV	P	2,636.23	103121	287515 MISSISSIPPI POWER-V
									99,514.87			
004282	SOUTHERN PINE ELECTR		E2021-10/18/21		0	2022	1	INV	P	69.48	103121	287565 SOUTHERN PINE ELECT
ACCOUNT TOTAL									99,584.35			
ORG 001202						TOTAL		99,584.35				
001203 ENGR/PUBLIC SER												
001203 500300 PAPER												
003809	OFFICE DEPOT INC		195198505001		223773	2022	1	INV	P	23.83	103121	287523 OFFICE SUPPLIES - E
003810	OFFICE PRODUCTS PLUS		952195-0		0	2022	1	INV	P	78.44	103121	287524 OFFICE SUPPLIES - P
ACCOUNT TOTAL									102.27			
001203 501000 OTHER EXPENDABLE OFF.SPL												
003809	OFFICE DEPOT INC		195198505001		223773	2022	1	INV	P	269.39	103121	287523 OFFICE SUPPLIES - E
003809	OFFICE DEPOT INC		195198506001		223773	2022	1	INV	P	68.59	103121	287523 OFFICE SUPPLIES - E
									337.98			
003810	OFFICE PRODUCTS PLUS		942860-0		222153	2022	1	INV	P	139.81	103121	287524 OFFICE SUPPLIES - E
003810	OFFICE PRODUCTS PLUS		942860-1		222153	2022	1	INV	P	2.49	103121	287524 OFFICE SUPPLIES - E
003810	OFFICE PRODUCTS PLUS		952195-0		0	2022	1	INV	P	42.84	103121	287524 OFFICE SUPPLIES - P
									185.14			
ACCOUNT TOTAL									523.12			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/1 TO 2022/1		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
001203	502000										
047873	MAINS	SPACE	OFFICE	SOL	2135	223861	2022	1	INV	P	MINOR OFFICE EQUIP/FURN.
									533.61	103121	287502 DESK CHAIR - ENG
									ACCOUNT TOTAL		533.61
001203	559000										
047873	MAINS	SPACE	OFFICE	SOL	2135	223861	2022	1	INV	P	OTHER OPERATING MATL/SPLY
									89.39	103121	287502 DESK CHAIR - ENG
									ACCOUNT TOTAL		89.39
001203	601500										
002487	CLEARPOINT	CONSULTIN	17053			0	2022	1	INV	P	ENGINEERING
									2,930.00	103121	287425 TOPO SURVEY BIG YAN
004197	SHOWS	DEARMAN & WAIT	22286			0	2022	1	INV	P	
									1,787.50	103121	287556 MB 2012-1/34 N 31ST
									ACCOUNT TOTAL		4,717.50
001203	602300										
047491	LAMAR COUNTY	CHANCER	VERONICA JORDAN			0	2022	1	INV	P	ABSTRACTING & RECORDING
									26.00	103121	287492 RECORDING OF DEED-V
									ACCOUNT TOTAL		26.00
001203	606000										
002160	AT&T	MOBILITY	287373578351X1008202		0		2022	1	INV	P	TELEPHONE AND TELEGRAPH
									214.64	103121	287397 MB2106-287/WIRELESS
									ACCOUNT TOTAL		214.64
001203	630500										
003700	MS POWER	COMPANY	E2021 10/11		0		2022	1	INV	P	ELECTRICITY
									484.86	103121	287515 MISSISSIPPI POWER V
									ACCOUNT TOTAL		484.86
001203	639400										
003040	HAVARD	PEST CONTROL	1835424		0		2022	1	INV	P	DISINFECT./EXTERMINATION
									55.00	103121	287468 HAVARD PEST CONTROL
									ACCOUNT TOTAL		55.00
001203	641000										
004057	RJ YOUNG	COMPANY	4471812		0		2022	1	INV	P	OFFICE EQUIPMENT RENT
									262.00	103121	287545 MB 2019-60 COPIER L
									ACCOUNT TOTAL		262.00
001203	684500										
048130	MISSISSIPPI	ASSOC	INVOICE-2021		0		2022	1	INV	P	REGISTRATION FEE/TUITION
									70.00	103121	287511 GEOSPATIAL CONF. 20
									ACCOUNT TOTAL		70.00
									ORG 001203	TOTAL	7,078.39
001204											
001204	559000										SHOP DIVISION
002166	AUTO	ARMATURE	SERVIC	26368		225332	2022	1	INV	P	OTHER OPERATING MATL/SPLY
									300.00	103121	287398 JUMPER CABLES/PW SH

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/1 TO 2022/1		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
002413	CARQUEST AUTO PARTS	14758-RSVD SRC	225108	2022	1	INV	P		189.12	103121	287417 PLAS CREEPER/PW SHO
003772	NEWELL PAPER COMPANY	4118048	225109	2022	1	INV	P		309.04	103121	287520 BLEACHED T-SHIRT RA
ACCOUNT TOTAL									798.16		
001204	570000			MTR VEHICLE REP. PTS/SPL							
002166	AUTO ARMATURE SERVIC	26312	225107	2022	1	INV	P		149.95	103121	287398 BATTERY FOR UNIT #9
002413	CARQUEST AUTO PARTS	14758-3193	225157	2022	1	INV	P		14.97	103121	287417 BATTERY CLEANER/PW
ACCOUNT TOTAL									164.92		
001204	630500			ELECTRICITY							
003700	MS POWER COMPANY	E2021-10/11	0	2022	1	INV	P		1,529.87	103121	287515 MISSISSIPPI POWER-V
ACCOUNT TOTAL									1,529.87		
001204	638400			MOTOR VEHICLE EQ. R&M							
002166	AUTO ARMATURE SERVIC	26311	225274	2022	1	INV	P		251.95	103121	287398 BATTERY FOR UNIT#98
ACCOUNT TOTAL									251.95		
001204	643000			UNIFORM RENT							
002471	CINTAS CORPORATION #	4099649311	0	2022	1	INV	P		72.03	103121	287423 UNIFORM RENTAL/PW S
ACCOUNT TOTAL									72.03		
ORG 001204 TOTAL									2,816.93		
001205				G O & F S DIV.							
001205	604900			OTHER PROFESSIONAL SERV.							
003918	PINE BELT OIL COMPAN	10735710	225038	2022	1	INV	P		218.00	103121	287533 REPAIRS AT GAS PUMP
003918	PINE BELT OIL COMPAN	10735726	225064	2022	1	INV	P		1,398.00	103121	287533 HELP DESK & SOFTWARE
									1,616.00		
ACCOUNT TOTAL									1,616.00		
001205	606000			TELEPHONE AND TELEGRAPH							
002160	AT&T MOBILITY	287290252011X1005202	0	2022	1	INV	P		1,678.01	103121	287397 MB2016-287/WIRELESS
002160	AT&T MOBILITY	287373578351X1008202	0	2022	1	INV	P		483.23	103121	287397 MB2106-287/WIRELESS
									2,161.24		
ACCOUNT TOTAL									2,161.24		
001205	630500			ELECTRICITY							
003700	MS POWER COMPANY	E2021 10/11	0	2022	1	INV	P		67.72	103121	287515 MISSISSIPPI POWER V
ACCOUNT TOTAL									67.72		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/1 TO 2022/1											
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
					ORG 001205	TOTAL			3,844.96		
001206 DRAINAGE DIV.											
001206 721501 FACILITIES IMPROVEMENT											
048087 ALLEN JOHN BRADLEY 763956					225060	2022	1	INV P	2,058.21	103121	287391 FENCE REPAIR-ENG
					ACCOUNT TOTAL			2,058.21			
001206 729500 OTHER IMPROVEMENTS											
004284 SOUTHERN PIPE & SUPP 5926648-00					225162	2022	1	INV P	2,398.00	103121	287566 FLEXAMAT FOR ENGINE
					ACCOUNT TOTAL			2,398.00			
					ORG 001206	TOTAL			4,456.21		
001207 CONSTRUCTION											
001207 559000 OTHER OPERATING MATL/SPLY											
002901 GILKEY ELECTRIC SUPP 345952					225301	2022	1	INV P	118.00	103121	287454 STEPLADDER/CONST DE
					ACCOUNT TOTAL			118.00			
001207 560500 ELECTRICAL SUPPLIES											
002901 GILKEY ELECTRIC SUPP 345664					225161	2022	1	INV P	140.50	103121	287454 ELECTRICAL SUPPLIES
					ACCOUNT TOTAL			140.50			
001207 561000 PLUMBING SUPPLIES											
003543 MCELHANEY PLUMBING I 289934					225099	2022	1	INV P	5.00	103121	287507 FLEX BEND FOR TOILE
					ACCOUNT TOTAL			5.00			
001207 606000 TELEPHONE AND TELEGRAPH											
002160 AT&T MOBILITY 287373578351X1008202 0						2022	1	INV P	123.18	103121	287397 MB2106-287/WIRELESS
					ACCOUNT TOTAL			123.18			
001207 639900 OTHER REPAIRS AND MAINT.											
002716 EDDIE PEARSON ROOFIN 1649					223696	2022	1	INV P	2,391.40	103121	287438 REPAIR ROOF @ EMPLO
					ACCOUNT TOTAL			2,391.40			
001207 643000 UNIFORM RENT											
002471 CINTAS CORPORATION # 40898962540					0	2022	1	INV P	55.30	103121	287421 UNIFORM RENTAL/SC#8
002471 CINTAS CORPORATION # 4098962768					0	2022	1	INV P	72.03	103121	287421 UNIFORM RENTAL/PW S
002471 CINTAS CORPORATION # 4099649168					0	2022	1	INV P	55.30	103121	287423 UNIFORM RENTAL/CONS
								182.63			
					ACCOUNT TOTAL			182.63			
					ORG 001207	TOTAL			2,960.71		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/1 TO 2022/1		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
001220				SANITATION DIV.							
001220	513000			CHEMICALS							
004583	WARING OIL CO (GULFP	88729	225098	2022	1	INV	P	610.50	103121	287586	DEF FOR SANITATION
				ACCOUNT TOTAL				610.50			
001220	546000			MINOR EQUIPMENT							
002714	ECONOMY SUPPLY CO	063731	225087	2022	1	INV	P	36.75	103121	287437	408 SHORT KATIE MAI
003938	PLUM CREEK ENVIRONME	11672	223699	2022	1	INV	P	8,947.00	103121	287536	95 GAL MIL CARTS-SA
				ACCOUNT TOTAL				8,983.75			
001220	570000			MTR VEHICLE REP. PTS/SPL							
002738	EMPIRE TRUCK SALES (	CE006186145:01	225156	2022	1	INV	P	459.40	103121	287440	SLACK ADJUSTER FOR
002738	EMPIRE TRUCK SALES (	CE006186331:01	225198	2022	1	INV	P	110.70	103121	287440	UNIT 20091 SPRING B
002738	EMPIRE TRUCK SALES (	CE006186633:01	225286	2022	1	INV	P	878.87	103121	287440	UNIT 19947 U BOLT/W
002738	EMPIRE TRUCK SALES (	CE006184975:01	225092	2022	1	INV	P	439.41	103121	287440	REPAIR UNITS FOR SA
								1,888.38			
003034	HATTIESBURG HYDRAULI	92043	225282	2022	1	INV	P	86.95	103121	287467	UNIT 14406 HOSE REP
003034	HATTIESBURG HYDRAULI	92044	225282	2022	1	INV	P	86.95	103121	287467	UNIT 14406 HOSE REP
								173.90			
004297	SOUTHERN TIRE MART (	2520076465	225139	2022	1	INV	P	6,890.08	103121	287567	TIRES FOR SANITATIO
047038	KENWORTH OF MISSISSI	11897	225090	2022	1	INV	P	60.83	103121	287486	UNIT 21387 FLASHER
				ACCOUNT TOTAL				9,013.19			
001220	612000			FREIGHT							
002738	EMPIRE TRUCK SALES (	CE006186145:01	225156	2022	1	INV	P	15.00	103121	287440	SLACK ADJUSTER FOR
002738	EMPIRE TRUCK SALES (	CE006186633:01	225286	2022	1	INV	P	25.00	103121	287440	UNIT 19947 U BOLT/W
								40.00			
				ACCOUNT TOTAL				40.00			
001220	630500			ELECTRICITY							
003700	MS POWER COMPANY	E2021-10/11	0	2022	1	INV	P	562.72	103121	287515	MISSISSIPPI POWER-V
				ACCOUNT TOTAL				562.72			
001220	643000			UNIFORM RENT							
002471	CINTAS CORPORATION #	4098962953	0	2022	1	INV	P	200.42	103121	287421	SC 820044758 SANITA
002471	CINTAS CORPORATION #	4099648997	0	2022	1	INV	P	32.19	103121	287422	SC#8200044758 SANIT
002471	CINTAS CORPORATION #	4099649618	0	2022	1	INV	P	276.80	103121	287422	SC8200044758 SANIT.
								509.41			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/1 TO 2022/1											
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION
					ACCOUNT TOTAL			509.41			
001220	643500				MOP-MAT-RAG RENT						
002471	CINTAS CORPORATION # 4098962471			0	2022	1	INV P	32.19	103121	287421	SC8200044758 SANITA
002472	CINTAS FIRST AID J71 5081271658			0	2022	1	INV P	83.71	103121	287424	SANITATION FIRST AI
					ACCOUNT TOTAL			115.90			
001220	688000				TIPPING FEES						
002007	98 WASTE LLC	3808		0	2022	1	INV P	18,760.00	103121	287385	MB#016-322 SANIT. R
					ACCOUNT TOTAL			18,760.00			
					ORG 001220 TOTAL			38,595.47			
001402					ECONOMIC DEV.						
001402	7150ST				QUINN ST SPEED TABLES						
047003	GULF SOUTH CONS	QUINN ST #2		0	2022	1	INV P	26,614.98	103121	287462	MB 2021-127 QUINN S
047003	GULF SOUTH CONS	QUINN ST #3		0	2022	1	INV P	17,132.07	103121	287463	MB 2021-127 QUINN S
								43,747.05			
					ACCOUNT TOTAL			43,747.05			
					ORG 001402 TOTAL			43,747.05			
001551					AIRPORT DIV.						
001551	630500				ELECTRICITY						
003700	MS POWER COMPANY	E2021-10/11		0	2022	1	INV P	1,564.09	103121	287515	MISSISSIPPI POWER-V
					ACCOUNT TOTAL			1,564.09			
001551	639400				DISINFECT./EXTERMINATION						
003040	HAVARD PEST CONTROL	1835431		0	2022	1	INV P	45.00	103121	287468	HAVARD PEST CONTROL
003040	HAVARD PEST CONTROL	1835432		0	2022	1	INV P	45.00	103121	287468	HAVARD PEST CONTROL
								90.00			
					ACCOUNT TOTAL			90.00			
					ORG 001551 TOTAL			1,654.09			
001553					CEMETERY DIV						
001553	544000				HORT./LANDSCAPING SPLY.						
003717	MS TURF	233923		225323	2022	1	INV P	230.00	103121	287516	PALLETS OF CENTIPED
					ACCOUNT TOTAL			230.00			
001553	570000				MTR VEHICLE REP. PTS/SPL						
002413	CARQUEST AUTO PARTS	14758-3502		225290	2022	1	INV P	39.59	103121	287417	WVR GNAD909 BRAKE P

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/1 TO 2022/1											
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION
ACCOUNT TOTAL									39.59		
001553	575500					AGRICLTR REPAIR PTS/SPL					
004528	UWOOD CO INC	20388			225218	2022	1	INV P	80.99	103121	287581 TRAILER JACK FOR CE
ACCOUNT TOTAL									80.99		
001553	604900					OTHER PROFESSIONAL SERV.					
003191	INTERFACE SECURITY S	20089154			0	2022	1	INV P	48.34	103121	287481 MB#2006-2/76-77 SEC
ACCOUNT TOTAL									48.34		
001553	606000					TELEPHONE AND TELEGRAPH					
002160	AT&T MOBILITY	287373578351X1008202	0			2022	1	INV P	181.77	103121	287397 MB2106-287/WIRELESS
ACCOUNT TOTAL									181.77		
001553	630500					ELECTRICITY					
003700	MS POWER COMPANY	E2021 10/11	0			2022	1	INV P	635.07	103121	287515 MISSISSIPPI POWER V
003873	PEARL RIVER VALLEY E	UTF2021 10/8	0			2022	1	INV P	473.06	103121	287528 PEARL RIVER VALLEY
ACCOUNT TOTAL									1,108.13		
001553	638400					MOTOR VEHICLE EQ. R&M					
003034	HATTIESBURG HYDRAULI	92103			225321	2022	1	INV P	113.42	103121	287467 HYDRAULIC HOSE FOR
ACCOUNT TOTAL									113.42		
001553	639400					DISINFECT./EXTERMINATION					
003040	HAVARD PEST CONTROL	1835442	0			2022	1	INV P	60.00	103121	287468 HAVARD-PEST CONTROL
ACCOUNT TOTAL									60.00		
001553	643000					UNIFORM RENT					
002471	CINTAS CORPORATION #	4097632169	0			2022	1	INV P	79.77	103121	287422 ST CONT#8200044758-
002471	CINTAS CORPORATION #	4098309163	0			2022	1	INV P	79.77	103121	287422 ST CONT#8200044758-
002471	CINTAS CORPORATION #	4098965230	0			2022	1	INV P	79.77	103121	287422 ST CONT#8200044758-
002471	CINTAS CORPORATION #	4099652404	0			2022	1	INV P	79.77	103121	287422 ST CONT#8200044758-
									319.08		
ACCOUNT TOTAL									319.08		
001553	643500					MOP-MAT-RAG RENT					
002471	CINTAS CORPORATION #	4097632187	0			2022	1	INV P	25.35	103121	287422 ST CONT#8200044758-
002471	CINTAS CORPORATION #	4098309147	0			2022	1	INV P	25.35	103121	287422 ST CONT#8200044758-
002471	CINTAS CORPORATION #	4098965257	0			2022	1	INV P	25.35	103121	287422 ST CONT#8200044758-
002471	CINTAS CORPORATION #	4099652362	0			2022	1	INV P	25.35	103121	287423 ST CONT#8200044758-
									101.40		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/1 TO 2022/1											
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
ACCOUNT TOTAL									101.40		
ORG 001553 TOTAL									2,282.72		
001560 PARKING OPER.											
001560 630500 ELECTRICITY											
003700 MS POWER COMPANY				E2021 10/11	0	2022	1	INV P	1,044.85	103121	287515 MISSISSIPPI POWER V
ACCOUNT TOTAL									1,044.85		
ORG 001560 TOTAL									1,044.85		
FUND 001 REVENUES						TOTAL:		502,682.94			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/1 TO 2022/1		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
002001											
002001	313800										
048164	PARKWAY HEIGHTS CHUR	78419	PARK REFUND	0		2022	1	INV P	40.00	103121	287526 TATUM PARK PAVILLIO
									40.00		
									40.00		
002300											
002300	501000										
003809	OFFICE DEPOT INC	2525636557		223885		2022	1	INV P	326.78	103121	287523 P&R REC MAINT- TATU
003825	OWENS BUSINESS MACHI	429777		225167		2022	1	INV P	612.58	103121	287525 P&R TATUM OFFICE-TO
									939.36		
002300	510000										
002729	ELKINS WHOLESALE INC	465186		223893		2022	1	INV P	1,117.75	103121	287439 P&R GRNDS MAINT JAN
002729	ELKINS WHOLESALE INC	465186-01		223893		2022	1	INV P	126.66	103121	287439 P&R GRNDS MAINT JAN
									1,244.41		
									1,244.41		
002300	513000										
003772	NEWELL PAPER COMPANY	4117296		223894		2022	1	INV P	288.00	103121	287520 P&R GRNDS MAINT WAS
047024	GREENPOINT AG HOLDIN	1256708		225015		2022	1	INV P	76.01	103121	287459 P&R VETERANS PARK-C
									364.01		
002300	525000										
002869	FUELMAN OF MS	GRNDS60737245		0		2022	1	INV P	327.50	103121	287452 P&R GRNDS MAINT-FUE
002869	FUELMAN OF MS	NP60950398		0		2022	1	INV P	112.44	103121	287452 P&R TRK UNIT 21752-
									439.94		
									439.94		
002300	525500										
002304	BRACKMAN MOWER WAREH	15606		225082		2022	1	INV P	184.56	103121	287409 P&R GRNDS MAINT LUB
									184.56		
002300	551000										
002177	B S N SPORTS	914079836		222751		2022	1	INV P	94.25	103121	287401 P&R GRNDS MAINT-REC
									94.25		
002300	559000										
002413	CARQUEST AUTO PARTS	14758-3112		225151		2022	1	INV P	291.76	103121	287417 P&R GRNDS MAINT-GRE

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/1 TO 2022/1				INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
					ACCOUNT TOTAL				291.76			
002300	560000				BUILDING MATERIALS & SPLV							
002714	ECONOMY	SUPPLY	CO	063637	225163	2022	1	INV	P	289.22	103121	287437 P&R JC/CHAIN-BLDG M
002714	ECONOMY	SUPPLY	CO	225284	225284	2022	1	INV	P	13.50	103121	287437 P&R UNETTA GYM-BLDG
									302.72			
					ACCOUNT TOTAL				302.72			
002300	560500				ELECTRICAL SUPPLIES							
002901	GILKEY	ELECTRIC	SUPP	345065	225197	2022	1	INV	P	922.00	103121	287454 P&R MCCARTY PARK-EL
002901	GILKEY	ELECTRIC	SUPP	345414	225225	2022	1	INV	P	75.00	103121	287454 P&R TSP-ELECTRICAL
									997.00			
					ACCOUNT TOTAL				997.00			
002300	561000				PLUMBING SUPPLIES							
003543	MCELHANEY	PLUMBING	I	290260	223889	2022	1	INV	P	132.35	103121	287507 P&R TATUM SOCCER-PL
003543	MCELHANEY	PLUMBING	I	290261	223822	2022	1	INV	P	132.35	103121	287507 P&R TATUM TENNIS- P
									264.70			
					ACCOUNT TOTAL				264.70			
002300	565000				PAINT AND PAINTING SPLV.							
004176	SHERWIN-WILLIAMS	COM	5985-4		225013	2022	1	INV	P	720.05	103121	287555 P&R VETERAN/CITY HA
004176	SHERWIN-WILLIAMS	COM	9202-2		225026	2022	1	INV	P	416.00	103121	287555 P&R TATUM SOCCER-BL
004176	SHERWIN-WILLIAMS	COM	9621-3		223780	2022	1	INV	P	1,350.65	103121	287555 P&R TATUM SOCCER PA
									2,486.70			
					ACCOUNT TOTAL				2,486.70			
002300	570000				MTR VEHICLE REP. PTS/SPL							
002413	CARQUEST	AUTO PARTS	14758-2498		223887	2022	1	INV	P	37.95	103121	287417 P&R TRUCK UNIT 1121
003915	PINE BELT	CDJR, INC	515842		222604	2022	1	INV	P	202.50	103121	287531 P&R TRK UNIT 21153
					ACCOUNT TOTAL				240.45			
002300	575500				AGRICLTRL REPAIR PTS/SPL							
002166	AUTO	ARMATURE	SERVIC	26145	223888	2022	1	INV	P	54.95	103121	287398 P&R GRNDS MAINT SAN
002166	AUTO	ARMATURE	SERVIC	26225	225150	2022	1	INV	P	166.95	103121	287398 P&R TRACTOR 9905-BA
002166	AUTO	ARMATURE	SERVIC	26283	225247	2022	1	INV	P	150.95	103121	287398 P&R MOWER 21097-BAT
									372.85			
002304	BRACKMAN	MOWER	WAREH	15605	225081	2022	1	INV	P	1,071.90	103121	287409 P&R GRNDS MAINT-REP
002304	BRACKMAN	MOWER	WAREH	15606	225082	2022	1	INV	P	57.50	103121	287409 P&R GRNDS MAINT LUB

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/1 TO 2022/1														
ACCOUNT/VENDOR					INVOICE	PO	YEAR/PR	TYP	S	WARRANT		CHECK	DESCRIPTION	
002304	BRACKMAN	MOWER	WAREH	15609		225034	2022	1	INV	P	105.63	103121	287409	P&R MOWER 20823-SER
002304	BRACKMAN	MOWER	WAREH	15725		225168	2022	1	INV	P	21.00	103121	287409	P&R MOWER 14980-PAR
002304	BRACKMAN	MOWER	WAREH	15730		223829	2022	1	INV	P	450.60	103121	287409	P&R MOWER UNIT 2132
											1,706.63			
002492	CLEMTS	HARDWARE		127107		223902	2022	1	INV	P	161.94	103121	287427	P&R GRNDS MAINT SUP
ACCOUNT TOTAL											2,241.42			
002300	604900				OTHER PROFESSIONAL SERV.									
002275	BLUE DOLPHIN	POOLS		43945		0	2022	1	INV	P	720.00	103121	287406	P&R CITYHALL/CULTRL
ACCOUNT TOTAL											720.00			
002300	630500				ELECTRICITY									
003700	MS POWER COMPANY		E2021	10/11		0	2022	1	INV	P	753.81	103121	287515	MISSISSIPPI POWER V
ACCOUNT TOTAL											753.81			
002300	635500				ELECTRICAL R&M									
002567	COURTNEY'S	RESTAURAN		14296		0	2022	1	INV	P	936.69	103121	287431	WEEKEND TATUM SOCCE
002672	DOLEAC	ELECTRIC CO I	H25370-1			0	2022	1	INV	P	3,809.39	103121	287434	P&R TATUM SOCC-LIGH
002672	DOLEAC	ELECTRIC CO I	H25370-2			0	2022	1	INV	P	3,799.91	103121	287434	P&R TATUM SOCCER-LA
											7,609.30			
ACCOUNT TOTAL											8,545.99			
002300	635700				PLUMBING EQUIPMENT R&M									
004596	WATER FLOW	PRODUCTIO		11835		0	2022	1	INV	P	240.00	103121	287588	P&R TOWN SQUARE-LAB
ACCOUNT TOTAL											240.00			
002300	638700				AGRICULTURAL EQ. R&M									
002304	BRACKMAN	MOWER	WAREH	15609		225034	2022	1	INV	P	85.57	103121	287409	P&R MOWER 20823-SER
002304	BRACKMAN	MOWER	WAREH	15712		225084	2022	1	INV	P	205.95	103121	287409	P&R MOWER 20234-SER
002304	BRACKMAN	MOWER	WAREH	15727		223832	2022	1	INV	P	173.40	103121	287409	P&R MOWER UNIT 2023
002304	BRACKMAN	MOWER	WAREH	15728		223831	2022	1	INV	P	268.34	103121	287409	P&R MOWER 21597-SER
002304	BRACKMAN	MOWER	WAREH	15730		223829	2022	1	INV	P	95.92	103121	287409	P&R MOWER UNIT 2132
002304	BRACKMAN	MOWER	WAREH	15731		223828	2022	1	INV	P	168.92	103121	287409	P&R MOWER UNIT 2074
											998.10			
004299	SOUTHERN	TIRE	MART L	2520074078		223821	2022	1	INV	P	19.95	103121	287568	P&R MOWER UNIT 2023
004299	SOUTHERN	TIRE	MART L	2520074157		223824	2022	1	INV	P	20.00	103121	287568	P&R MOWER UNIT 1498
											39.95			
ACCOUNT TOTAL											1,038.05			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/1 TO 2022/1		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
002300	643000										
											UNIFORM RENT
002471	CINTAS CORPORATION # 4097367166				0	2022	1	INV P	163.84	103121	287422 P&R GRNDS MAINT UNI
002471	CINTAS CORPORATION # 4098033190				0	2022	1	INV P	191.96	103121	287422 P&R GRNDS MAINT-UNI
002471	CINTAS CORPORATION # 4098724085				0	2022	1	INV P	229.21	103121	287422 P&R GRNDS MAINT UNI
									585.01		
									ACCOUNT TOTAL	585.01	
002300	644900										
											OTHER RENT
002071	AIRGAS USA LLC (NORD 9982927941				0	2022	1	INV P	118.95	103121	287388 P&R GRNDS MAINT CYL
002471	CINTAS CORPORATION # 4097366902				0	2022	1	INV P	33.66	103121	287421 P&R GRND MAINT MAT
002471	CINTAS CORPORATION # 4098032939				0	2022	1	INV P	33.66	103121	287422 P&R GRNDS MAINT-MAT
002471	CINTAS CORPORATION # 4098723747				0	2022	1	INV P	33.66	103121	287422 P&R GRNDS MAINT-MAT
									100.98		
047043	PORTABLE TOILETS	82963			220932	2022	1	INV P	1,530.00	103121	287538 P&R TWO QUOTE FOR R
									ACCOUNT TOTAL	1,749.93	
002300	699900										
											SERVICES NOT SPECIFIED
003118	HOMESTEAD DIRT WORKS 1424				225008	2022	1	INV P	4,900.00	103121	287477 P&R TIMBERTON COMPL
047187	FOUR SEASONS LAWN	11261			0	2022	1	INV P	530.00	103121	287451 P&R 38TH AVE LAWN M
									ACCOUNT TOTAL	5,430.00	
002300	733500										
											AGRICULTURAL EQUIPMENT
002083	ALLBRITTON CHAIN SAW 86759				221748	2022	1	INV P	791.98	103121	287390 P&R RECREATION MAIN
									ACCOUNT TOTAL	791.98	
									ORG 002300 TOTAL	29,946.05	
002315											PKS/REC-REC.ADMIN/COM.REL.
											RECREATIONAL SUPPLIES
002315	551000										
003125	HOOPS, INC	100479			223756	2022	1	INV P	1,057.84	103121	287478 HERPPGBB HERCULES B
003937	PLAY IT AGAIN SPORTS 000692				223279	2022	1	INV P	254.00	103121	287535 P&R HPR-STAFF REC S
003937	PLAY IT AGAIN SPORTS 000744				223895	2022	1	INV P	2,000.00	103121	287535 P&R YOUTH FOOTBALL
									2,254.00		
004205	SIGNS FIRST	H-77745			223465	2022	1	INV P	400.50	103121	287558 P&R HPR FOOTBALL PR
047302	MACKIE'S SLIP INC	0921			223833	2022	1	INV P	378.00	103121	287501 P&R HPR SENIOR PROG
									ACCOUNT TOTAL	4,090.34	
002315	570000										MTR VEHICLE REP. PTS/SPL

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/1 TO 2022/1		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
004299	SOUTHERN TIRE MART L	2520074259	223840	2022	1	INV	P		808.28 103121	287568	P&R HPR TRUCK 18555
ACCOUNT TOTAL									808.28		
002315	603400			OFFICIALS							
002756	ESTERS, WILLARD (BUT	10/22/21	0	2022	1	INV	P		60.00 103121	287446	HPR CONTRACT LABOR
002911	GOLDEN, NICHOLAS D	10/22/21	0	2022	1	INV	P		60.00 103121	287456	HPR CONTRACT LABOR
047547	SMITH FERNANDO	10/22/21	0	2022	1	INV	P		60.00 103121	287559	HPR CONTRACT LABOR
047595	MARTIN DERRICAS	10/22/21	0	2022	1	INV	P		60.00 103121	287504	HPR CONTRACT LABOR
ACCOUNT TOTAL									240.00		
002315	604900			OTHER PROFESSIONAL SERV.							
002540	CONNER, TOBARRA	10/22/21	0	2022	1	INV	P		24.00 103121	287430	HPR CONTRACT LABOR
002965	GUTHRIE, JONI S	10/22/21	0	2022	1	INV	P		180.00 103121	287464	HPR CONTRACT LABOR
003313	KETTLEY, ANNETTE	10/22/21	0	2022	1	INV	P		24.00 103121	287487	HPR CONTRACT LABOR
003508	MARTIN, MAGDALINE	10/22/21	0	2022	1	INV	P		96.00 103121	287505	HPR CONTRACT LABOR
003958	POWELL, RANDY	10/22/21	0	2022	1	INV	P		100.00 103121	287539	HPR CONTRACT LABOR
004162	SHABAZZ, AMATULLAH	10/22/21	0	2022	1	INV	P		24.00 103121	287553	HPR CONTRACT LABOR
004564	WALCK, SUSAN A	10/22/21	0	2022	1	INV	P		120.00 103121	287583	HPR CONTRACT LABOR
ACCOUNT TOTAL									568.00		
002315	604919			OTH PROF SERV-ART CENTER							
047556	DRINKWATER OLIVA	10182021	0	2022	1	INV	P		150.00 103121	287435	P&R HPR ART CENTE
ACCOUNT TOTAL									150.00		
002315	606000			TELEPHONE AND TELEGRAPH							
002160	AT&T MOBILITY	287373578351X1008202	0	2022	1	INV	P		508.59 103121	287397	MB2106-287/WIRELESS
ACCOUNT TOTAL									508.59		
002315	611000			TRAVEL EXPENSE							
048091	GONSOULIN (SID)	64010	0	2022	1	INV	P		264.00 103121	287457	P&R MPRA CONF REIMB
ACCOUNT TOTAL									264.00		
002315	630500			ELECTRICITY							
003700	MS POWER COMPANY	E2021 10/11	0	2022	1	INV	P		10,845.38 103121	287515	MISSISSIPPI POWER V
003700	MS POWER COMPANY	E2021-10/11	0	2022	1	INV	P		4,734.14 103121	287515	MISSISSIPPI POWER-V
									15,579.52		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/1 TO 2022/1												
ACCOUNT/VENDOR				INVOICE		PO	YEAR/PR TYP S		WARRANT	CHECK	DESCRIPTION	
						ACCOUNT TOTAL		15,579.52				
002315	638400											
004299	SOUTHERN TIRE MART L 2520074259			223840	2022	1	INV P	91.72	103121	287568	P&R HPR TRUCK 18555	
						ACCOUNT TOTAL		91.72				
002315	639400											
003040	HAVARD	PEST	CONTROL	1806209	0	2022	1	INV P	70.00	103121	287468	HAVARD PEST CONTROL
003040	HAVARD	PEST	CONTROL	1830280	0	2022	1	INV P	249.00	103121	287468	HAVARD PEST CONTROL
003040	HAVARD	PEST	CONTROL	1835414	0	2022	1	INV P	125.00	103121	287468	HAVARD PEST CONTROL
								444.00				
						ACCOUNT TOTAL		444.00				
						ORG 002315	TOTAL		22,744.45			
FUND 002 PARKS & RECREATION FUND						TOTAL:		52,730.50				

YEAR/PERIOD: 2022/1 TO 2022/1													
ACCOUNT/VENDOR					INVOICE	PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION	
009660						W&S O&M-CUSTOMER ACCT. DIV.							
009660 502000						MINOR OFFICE EQUIP/FURN.							
004327	STANDARD	OFFICE	SUPP	5206734-0	223489	2022	1	INV	P	147.30	103121	287573	OFFICE EQUIPMENT AN
004327	STANDARD	OFFICE	SUPP	5206736-0	223489	2022	1	INV	P	219.62	103121	287573	OFFICE EQUIPMENT AN
004327	STANDARD	OFFICE	SUPP	5207210-0	223489	2022	1	INV	P	246.98	103121	287573	OFFICE EQUIPMENT AN
										613.90			
ACCOUNT TOTAL										613.90			
009660 546700						METER LOCKS							
002742	ENGINEERING	UNLIMITE	INV	062178	223511	2022	1	INV	P	865.00	103121	287442	METER LOCKS FOR WAT
ACCOUNT TOTAL										865.00			
009660 559000						OTHER OPERATING MATL/SPLY							
003941	POLLARD	WATER.COM-EA	0199578	223758	2022	1	INV	P	74.94	103121	287537	RAIN WEAR FOR SERVI	
003941	POLLARD	WATER.COM-EA	0199581	223758	2022	1	INV	P	67.00	103121	287537	RAIN WEAR FOR SERVI	
003941	POLLARD	WATER.COM-EA	0199582	223758	2022	1	INV	P	94.00	103121	287537	RAIN WEAR FOR SERVI	
										235.94			
ACCOUNT TOTAL										235.94			
009660 570000						MTR VEHICLE REP. PTS/SPL							
003861	PATTERSON	AUTO ELECT	81195	225196	2022	1	INV	P	750.71	103121	287527	REPAIRS TO UNIT 187	
003861	PATTERSON	AUTO ELECT	81196	225240	2022	1	INV	P	382.18	103121	287527	REPAIRS TO UNIT 197	
										1,132.89			
ACCOUNT TOTAL										1,132.89			
009660 604900						OTHER PROFESSIONAL SERV.							
003796	NORTH LAMAR	WATER AS	NORTH LAMAR OCT 2021	0	2022	1	INV	P	148.00	103121	287522	SEWER READS OCTOBER	
004003	RAWLS SPRINGS	UTILIT	RAWLS SPRINGS OCT 21	0	2022	1	INV	P	204.00	103121	287541	METER READS FOR SEW	
ACCOUNT TOTAL										352.00			
009660 606000						TELEPHONE AND TELEGRAPH							
002160	AT&T MOBILITY		287373578351X1008202	0	2022	1	INV	P	621.65	103121	287397	MB2106-287/WIRELESS	
ACCOUNT TOTAL										621.65			
009660 612000						FREIGHT							
002742	ENGINEERING	UNLIMITE	INV	062178	223511	2022	1	INV	P	19.47	103121	287442	METER LOCKS FOR WAT
ACCOUNT TOTAL										19.47			
009660 620000						PRINTING							
047562	ENCO UTILITY		19004	0	2022	1	INV	P	1,999.39	103121	287441	MB 2020-835 MAILER	

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/1 TO 2022/1		ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
047562	ENCO UTILITY	19109		0	2022	1	INV P	2,783.48	103121	287441 MB 2020-835 MAILER
								4,782.87		
							ACCOUNT TOTAL	4,782.87		
009660	630000						GAS			
004321	SPIRE ENERGY	G2021 10/18		0	2022	1	INV P	20.93	103121	287572 SPIRE (WILLMUT GAS)
							ACCOUNT TOTAL	20.93		
009660	630500						ELECTRICITY			
003700	MS POWER COMPANY	E2021-10/11		0	2022	1	INV P	537.68	103121	287515 MISSISSIPPI POWER-V
							ACCOUNT TOTAL	537.68		
009660	635000						BUILDING R&M			
002714	ECONOMY SUPPLY CO	064418		225333	2022	1	INV P	32.95	103121	287437 REPLACE DOORKNOB W
							ACCOUNT TOTAL	32.95		
009660	638400						MOTOR VEHICLE EQ. R&M			
002700	EAGLE TIRE AND SERVI	INV059499		225205	2022	1	INV P	204.20	103121	287436 TIRES FOR UNIT # 21
002700	EAGLE TIRE AND SERVI	INV059597		225242	2022	1	INV P	33.00	103121	287436 TIRE FOR UNIT # 185
								237.20		
003861	PATTERSON AUTO ELECT	81195		225196	2022	1	INV P	807.50	103121	287527 REPAIRS TO UNIT 187
003861	PATTERSON AUTO ELECT	81196		225240	2022	1	INV P	340.00	103121	287527 REPAIRS TO UNIT 197
								1,147.50		
							ACCOUNT TOTAL	1,384.70		
009660	643000						UNIFORM RENT			
002471	CINTAS CORPORATION #	4098308068		0	2022	1	INV P	61.93	103121	287421 S/C 8200044758 UNIF
002471	CINTAS CORPORATION #	4098964158		0	2022	1	INV P	193.23	103121	287421 S/C 8200044758 UNIF
002471	CINTAS CORPORATION #	4099651198		0	2022	1	INV P	80.45	103121	287422 S/C 8200044758 UNIF
								335.61		
							ACCOUNT TOTAL	335.61		
							ORG 009660 TOTAL	10,935.59		
009672							W&S O&M-WATER TRANSMISSION DIV			
009672	561000						PLUMBING SUPPLIES			
002442	CENTRAL PIPE SUPPLY	S100273296-001		225063	2022	1	INV P	35,910.00	103121	287418 BADGER METERS FOR W
							ACCOUNT TOTAL	35,910.00		
009672	570000						MTR VEHICLE REP. PTS/SPL			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/1 TO 2022/1											
ACCOUNT/VENDOR		INVOICE		PO	YEAR/PR	TYP	S	WARRANT		CHECK	DESCRIPTION
002413	CARQUEST AUTO PARTS	14758-3292		225182	2022	1	INV	P	30.39	103121	287417 REPAIR PARTS FOR UN
002413	CARQUEST AUTO PARTS	14758-3491		225281	2022	1	INV	P	156.92	103121	287417 REPAIR PARTS FOR UN
									187.31		
002700	EAGLE TIRE AND SERVI	INV059138		225059	2022	1	INV	P	136.71	103121	287436 TIRE FOR UNIT # 212
002700	EAGLE TIRE AND SERVI	INV059499		225205	2022	1	INV	P	990.88	103121	287436 TIRES FOR UNIT # 21
002700	EAGLE TIRE AND SERVI	INV059597		225242	2022	1	INV	P	172.87	103121	287436 TIRE FOR UNIT # 185
									1,300.46		
003861	PATTERSON AUTO ELECT	81198		225275	2022	1	INV	P	147.19	103121	287527 REPAIRS FOR UNIT #2
ACCOUNT TOTAL									1,634.96		
009672	638400	MOTOR VEHICLE EQ. R&M									
002700	EAGLE TIRE AND SERVI	INV059138		225059	2022	1	INV	P	20.90	103121	287436 TIRE FOR UNIT # 212
003861	PATTERSON AUTO ELECT	81198		225275	2022	1	INV	P	552.50	103121	287527 REPAIRS FOR UNIT #2
ACCOUNT TOTAL									573.40		
009672	643000	UNIFORM RENT									
002471	CINTAS CORPORATION #	4098964603		0	2022	1	INV	P	240.90	103121	287421 SC#8200044758- UNIF
ACCOUNT TOTAL									240.90		
ORG 009672 TOTAL									38,359.26		
009673	W&S O&M-WATER PLANT DIVISION										
009673	570000	MTR VEHICLE REP. PTS/SPL									
002160	AT&T MOBILITY	287273861504x1008202	0		2022	1	INV	P	244.93	103121	287397 MB2016-287/GPS TRAC
ACCOUNT TOTAL									244.93		
009673	604900	OTHER PROFESSIONAL SERV.									
002288	BONNER ANALYTICAL TE	75062	0		2022	1	INV	P	3,242.33	103121	287408 NPDES MONITORING FO
002288	BONNER ANALYTICAL TE	75152	0		2022	1	INV	P	53.00	103121	287408 COLIFORM TESTING--
									3,295.33		
002380	BYRD, WADE J.	102021BYRD	0		2022	1	INV	P	3,000.00	103121	287411 OPERATOR OF RECORD--
047855	COASTAL PROCESS LLC	18978		223512	2022	1	INV	P	2,780.00	103121	287428 TOTALIZER TRANSMITT
ACCOUNT TOTAL									9,075.33		
009673	630500	ELECTRICITY									
003700	MS POWER COMPANY	E2021 10/11	0		2022	1	INV	P	8,129.83	103121	287515 MISSISSIPPI POWER V
003700	MS POWER COMPANY	E2021-10/11	0		2022	1	INV	P	27,473.61	103121	287515 MISSISSIPPI POWER-V
									35,603.44		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/1 TO 2022/1											
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION
					ACCOUNT TOTAL			35,603.44			
009673	639400			DISINFECT./EXTERMINATION							
003040	HAVARD	PEST CONTROL	1835435	0	2022	1	INV	P	50.00	103121	287469 HAVARD PEST CONTROL
003040	HAVARD	PEST CONTROL	1835436	0	2022	1	INV	P	50.00	103121	287468 HAVARD PEST CONTROL
								100.00			
					ACCOUNT TOTAL			100.00			
009673	639900			OTHER REPAIRS AND MAINT.							
047855	COASTAL	PROCESS LLC	18977	223431	2022	1	INV	P	4,960.00	103121	287428 TOTALIZER TRANSMITT
					ACCOUNT TOTAL			4,960.00			
009673	643500			MOP-MAT-RAG RENT							
002471	CINTAS	CORPORATION #	4098964305	0	2022	1	INV	P	22.11	103121	287421 SC#8200044758-MOPS
					ACCOUNT TOTAL			22.11			
					ORG 009673 TOTAL			50,005.81			
009676				W&S O&M-SEWER DIVISION							
009676	544000			HORT./LANDSCAPING SPLY.							
003685	MS GRASS NURSERY	2045		225241	2022	1	INV	P	130.00	103121	287513 PALLETS CENTIPEDE S
					ACCOUNT TOTAL			130.00			
009676	546000			MINOR EQUIPMENT							
003543	MCELHANEY	PLUMBING I	289840	225185	2022	1	INV	P	39.90	103121	287507 FIRE EXTINGUISHERS
					ACCOUNT TOTAL			39.90			
009676	561000			PLUMBING SUPPLIES							
002442	CENTRAL	PIPE SUPPLY	S100266955-003	223234	2022	1	INV	P	2,626.56	103121	287418 BADGER METERS FOR W
					ACCOUNT TOTAL			2,626.56			
009676	630500			ELECTRICITY							
003700	MS	POWER COMPANY	E2021 10/11	0	2022	1	INV	P	3,421.53	103121	287515 MISSISSIPPI POWER V
003700	MS	POWER COMPANY	E2021-10/11	0	2022	1	INV	P	4,284.14	103121	287515 MISSISSIPPI POWER-V
								7,705.67			
004282	SOUTHERN	PINE ELECTR	E2021-10/18/21	0	2022	1	INV	P	694.22	103121	287565 SOUTHERN PINE ELECT
					ACCOUNT TOTAL			8,399.89			
009676	636000			STREETS & STRUCTURES R&M							
004058	RJM	MCQUEEN CONTRACT	2477	0	2022	1	INV	P	5,564.10	103121	287546 MB2020-179:SEWER RE
004058	RJM	MCQUEEN CONTRACT	2478	0	2022	1	INV	P	6,099.50	103121	287546 MB2020-179:SEWER RE

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/1 TO 2022/1				ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
004058	RJM	MCQUEEN	CONTRACT	2479		0	2022	1	INV	P	82,140.00	103121	287546 MB2020-179:SEWER RE
004058	RJM	MCQUEEN	CONTRACT	2480		0	2022	1	INV	P	8,970.00	103121	287546 MB2020-179:SEWER RE
004058	RJM	MCQUEEN	CONTRACT	2481		0	2022	1	INV	P	54,501.88	103121	287546 MB2020-179:SEWER RE
004058	RJM	MCQUEEN	CONTRACT	2482		0	2022	1	INV	P	7,360.80	103121	287546 MB2020-179:SEWER RE
004058	RJM	MCQUEEN	CONTRACT	2483		0	2022	1	INV	P	157,821.38	103121	287546 MB2020-179:SEWER RE
004058	RJM	MCQUEEN	CONTRACT	2487		0	2022	1	INV	P	5,590.00	103121	287546 MB2020-179:SEWER RE
004058	RJM	MCQUEEN	CONTRACT	2488		0	2022	1	INV	P	19,322.50	103121	287546 MB2020-179:SEWER RE
004058	RJM	MCQUEEN	CONTRACT	2489		0	2022	1	INV	P	3,526.00	103121	287546 MB2020-179:SEWER RE
004058	RJM	MCQUEEN	CONTRACT	2490		0	2022	1	INV	P	9,727.30	103121	287546 MB2020-179:SEWER RE
004058	RJM	MCQUEEN	CONTRACT	2491		0	2022	1	INV	P	7,241.00	103121	287546 MB2020-179:SEWER RE
004058	RJM	MCQUEEN	CONTRACT	2492		0	2022	1	INV	P	5,909.70	103121	287546 MB2020-179:SEWER RE
004058	RJM	MCQUEEN	CONTRACT	2493		0	2022	1	INV	P	3,566.00	103121	287546 MB2020-179:SEWER RE
004058	RJM	MCQUEEN	CONTRACT	2494		0	2022	1	INV	P	5,162.50	103121	287546 MB2020-179:SEWER RE
004058	RJM	MCQUEEN	CONTRACT	2495		0	2022	1	INV	P	14,793.50	103121	287546 MB2020-179:SEWER RE
004058	RJM	MCQUEEN	CONTRACT	2497		0	2022	1	INV	P	5,472.70	103121	287546 MB2020-179:SEWER RE
004058	RJM	MCQUEEN	CONTRACT	2498		0	2022	1	INV	P	7,126.52	103121	287546 MB2020-179:SEWER RE
004058	RJM	MCQUEEN	CONTRACT	2500		0	2022	1	INV	P	11,377.90	103121	287546 MB2020-179:SEWER RE
004058	RJM	MCQUEEN	CONTRACT	2501		0	2022	1	INV	P	4,244.20	103121	287546 MB2020-179:SEWER RE
004058	RJM	MCQUEEN	CONTRACT	2502		0	2022	1	INV	P	1,117.00	103121	287547 MB2020-179:SEWER RE
004058	RJM	MCQUEEN	CONTRACT	2504		0	2022	1	INV	P	5,470.00	103121	287547 MB2020-179:SEWER RE
004058	RJM	MCQUEEN	CONTRACT	2505		0	2022	1	INV	P	11,113.34	103121	287547 MB2020-179:SEWER RE
004058	RJM	MCQUEEN	CONTRACT	2508		0	2022	1	INV	P	3,313.80	103121	287547 MB2020-179:SEWER RE
004058	RJM	MCQUEEN	CONTRACT	2509		0	2022	1	INV	P	10,595.42	103121	287547 MB2020-179:SEWER R
004058	RJM	MCQUEEN	CONTRACT	2510		0	2022	1	INV	P	7,440.30	103121	287547 MB2020-179:SEWER R
004058	RJM	MCQUEEN	CONTRACT	2511		0	2022	1	INV	P	9,561.22	103121	287547 MB2020-179:SEWER R
004058	RJM	MCQUEEN	CONTRACT	2512		0	2022	1	INV	P	4,805.00	103121	287547 MB2020-179:SEWER R
										478,933.56			
ACCOUNT TOTAL										478,933.56			
009676	638600					CONSTRUCTION EQUIP R&M							
002083	ALLBRITTON	CHAIN SAW	11814		225086	2022	1	INV	P	43.28	103121	287390 SAW REPAIR --- SEWE	
ACCOUNT TOTAL										43.28			
009676	639800					TOW IN CHARGES							
003389	LARRY'S	WRECKER SERV	8811		0	2022	1	INV	P	55.00	103121	287493 TOW IN ZERO TURN MO	
ACCOUNT TOTAL										55.00			
ORG 009676 TOTAL										490,228.19			
009677					W&S O&M-SEWER LAGOON DIV.								
009677	513000					CHEMICALS							
002094	ALLIED	UNIVERSAL	COR I2738028		225056	2022	1	INV	P	2,348.60	103121	287392 CHLORINE & SULFUR D	
002094	ALLIED	UNIVERSAL	COR I2738029		225056	2022	1	INV	P	5,138.60	103121	287392 CHLORINE & SULFUR D	
										7,487.20			
ACCOUNT TOTAL										7,487.20			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/1 TO 2022/1										
ACCOUNT/VENDOR		INVOICE		PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION
009677	630500				ELECTRICITY					
003700	MS POWER COMPANY	E2021	10/11	0	2022	1	INV P	549.58	103121	287515 MISSISSIPPI POWER V
003700	MS POWER COMPANY	E2021-10/11		0	2022	1	INV P	38,606.80	103121	287515 MISSISSIPPI POWER-V
								39,156.38		
003873	PEARL RIVER VALLEY E	2021-10/06		0	2022	1	INV P	231.52	103121	287528 PEARL RIVER VALLEY-
ACCOUNT TOTAL								39,387.90		
009677	638000				FIXED EQUIPMENT R&M					
003348	L & A CONTRACTING CO	483-198		0	2022	1	INV P	41,341.93	103121	287490 MB2016-64: LAGOONS
003348	L & A CONTRACTING CO	483-199		0	2022	1	INV P	94,345.11	103121	287490 MB2016-64: LAGOONS
								135,687.04		
ACCOUNT TOTAL								135,687.04		
009677	639400				DISINFECT./EXTERMINATION					
003040	HAVARD PEST CONTROL	1835439-10/21		0	2022	1	INV P	40.00	103121	287468 HAVARD PEST CONTROL
ACCOUNT TOTAL								40.00		
ORG 009677					TOTAL		182,602.14			
FUND 009 WATER & SEWER OPERATION/MAINT.					TOTAL:		772,130.99			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/1 TO 2022/1		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
011000											
011000	114000										
048121	LAURA C FELSHER	18863	1412	0	2022	1	INV	P	40.00	103121	287494 MTR DEP REF 1412
048122	SHENNA F ARMSTRONG	59647	31844	0	2022	1	INV	P	40.00	103121	287554 MTR DEP REF 31844
048123	DANIEL POSADAS HERNA	107657	74907	0	2022	1	INV	P	19.66	103121	287433 MTR DEP REF 74907
048124	ROBERT SMITH	114475	81127	0	2022	1	INV	P	20.96	103121	287548 MTR DEP REF 81127
048125	CENTURY CONSTRUCTION	118276	84749	0	2022	1	INV	P	37.96	103121	287419 MTR DEP REF 84749
048126	ROBOLTON LLC	117468	83959	0	2022	1	INV	P	75.00	103121	287549 MTR DEP REF 83959
048127	TRAN NGA	80007	50250	0	2022	1	INV	P	202.96	103121	287577 MET DEP REF
048131	JESSE CUBLEY	92267	61152	0	2022	1	INV	P	14.96	103121	287483 MTR DEP REF 61152
048132	LAURA L LANTY	83326	53152	0	2022	1	INV	P	20.96	103121	287495 MTR DEP REF 53152
048133	CYPREXX SERVICES LLC	107138	74439	0	2022	1	INV	P	75.00	103121	287432 MTR DEP REF 74439
048134	LOYD HIGH	109164	76299	0	2022	1	INV	P	75.00	103121	287500 MTR DEP REF 76299
048136	HERITAGE HILL LLC	112374	79202	0	2022	1	INV	P	27.28	103121	287473 MTR DEP REF 79202
048138	SOUTHERN H INDUSTRIE	113078	79855	0	2022	1	INV	P	36.66	103121	287564 MTR DEP REF 79855
048139	BLAIR RYDELL	113107	79883	0	2022	1	INV	P	75.00	103121	287404 MTR DEP REF 79883
048140	HENRY GULLOTTE	113443	80204	0	2022	1	INV	P	75.00	103121	287472 MTR DEP REF 80202
048141	NEKESHA LEE	113948	80658	0	2022	1	INV	P	20.96	103121	287519 MTR DEP REF 80658
048142	JOSEPH FULLER	115622	82207	0	2022	1	INV	P	20.96	103121	287485 MTR DEP REF 82207
048143	RUSSELL THORNTON	115744	82319	0	2022	1	INV	P	20.96	103121	287550 MTR DEP REF 82319
048144	NICHOLAS PANELLA	115470	82054	0	2022	1	INV	P	14.96	103121	287521 MTR DEP REF 82054
048145	CAILY KEEN	115776	82351	0	2022	1	INV	P	20.96	103121	287415 MTR DEP REF 82351
048146	MATTHEW MONIZ	115823	82393	0	2022	1	INV	P	75.00	103121	287506 MTR DEP REF 82393
048147	REMAX REAL ESTATE	116077	82625	0	2022	1	INV	P	20.96	103121	287542 MTR DEP REF 82625
048148	KYLEE DEVELOPMENTS	116417	82937	0	2022	1	INV	P	487.96	103121	287489 MTR DEP REF 82937
048149	ASHLEY ROBINSON BUIL	116654	83159	0	2022	1	INV	P	20.96	103121	287393 MTR DEP REF 83159
048150	TROY LEE	116854	83351	0	2022	1	INV	P	20.96	103121	287578 MTR DEP REF 83351

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/1 TO 2022/1													
ACCOUNT/VENDOR		INVOICE		PO	YEAR/PR TYP S				WARRANT		CHECK	DESCRIPTION	
048151	SHREEJI TECH LLC	117134	83629	0	2022	1	INV	P	36.66	103121	287557	MTR	DEP REF 83629
048152	PETE KELLY	117172	83667	0	2022	1	INV	P	20.96	103121	287529	MTR	DEP REF 83667
048153	WILLIAM CAREY BALDWI	117033	83527	0	2022	1	INV	P	37.96	103121	287590	MTR	DEP REF 83527
048154	LONDON AND STETELMAN	118447	84918	0	2022	1	INV	P	75.00	103121	287497	MTR	DEP REF 84918
048155	LONDON AND STETELMAN	117752	84233	0	2022	1	INV	P	75.00	103121	287498	MTR	DEP REF 84233
048156	BB PROPERTY & MANAGE	117852	84329	0	2022	1	INV	P	75.00	103121	287403	MTR	DEP REF 84329
048157	CAB INVESTMENTS LLC	117952	84431	0	2022	1	INV	P	20.96	103121	287414	MTR	DEP REF 84431
048158	HALLMAN PROPERTY MGM	105068	84632	0	2022	1	INV	P	75.00	103121	287465	MTR	DEP REF 84632
048159	REMAX REAL ESTATE	115822	84729	0	2022	1	INV	P	20.96	103121	287543	MTR	DEP REF 84729
ACCOUNT TOTAL									1,998.54				
ORG 011000					TOTAL				1,998.54				
FUND 011 WATER & SEWER FUND							TOTAL:		1,998.54				

YEAR/PERIOD: 2022/1 TO 2022/1												
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION			
072201			MUN.ROAD&BRIDGE-STREET DIV									
072201	636000		STREETS & STRUCTURES R&M									
047056	WARREN PAVING INC	223155.2	223155	2022	1	INV P	29,191.42	103121	287587	PAVING COTTAGE DRIV		
ACCOUNT TOTAL							29,191.42					
072201	723014		LAMAR BLVD-REGIONS									
004197	SHOWS DEARMAN & WAIT	22339	0	2022	1	INV P	16,175.00	103121	287556	MB 2020-113 LAMAR B		
004579	WALTERS CONSTRUCTION	LAMAR BLVD #6	0	2022	1	INV P	95,564.17	103121	287585	MB 2020-113 LAMAR B		
ACCOUNT TOTAL							111,739.17					
072201	723099		OTHER STREET IMPR.									
004058	RJM MCQUEEN CONTRACT	2507	221511	2022	1	INV P	3,590.00	103121	287547	VARIOUS STREET IMPR		
047056	WARREN PAVING INC	223169.1	223169	2022	1	INV P	21,547.37	103121	287587	PAVING AIRPORT HANG		
ACCOUNT TOTAL							25,137.37					
072201	729576		ST ANNE'S CULVERT REPAIR									
004568	WALKER CONSTRUCTION	ST ANNES CULVERT #1	0	2022	1	INV P	208,674.72	103121	287584	MB 2021-34 FEMA ST		
ACCOUNT TOTAL							208,674.72					
ORG 072201 TOTAL							374,742.68					
FUND 072	MUNICIPAL ROAD & BRIDGE			TOTAL:			374,742.68					

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/1 TO 2022/1		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
073570											
073570	501000										
003825	OWENS BUSINESS MACHI	429742			225145	2022	1	INV P	336.00	103121	287525 TONER FOR OFFICE CO
									336.00		
									ACCOUNT TOTAL		
073570	602000										
003764	NEEL-SCHAFFER INC	1074246			222113	2022	1	INV P	13,153.00	103121	287518 TRANSIT MASTER PLAN
003764	NEEL-SCHAFFER INC	1074944			222113	2022	1	INV P	24,033.75	103121	287518 TRANSIT MASTER PLAN
									37,186.75		
									ACCOUNT TOTAL		
									37,186.75		
073570	606000										
002160	AT&T MOBILITY	287273861504X1008202	0			2022	1	INV P	242.90	103121	287397 MB2016-287/GPS TRAC
002160	AT&T MOBILITY	287373578351X1008202	0			2022	1	INV P	178.77	103121	287397 MB2106-287/WIRELESS
									421.67		
004543	VERIZON WIRELESS	223317382			0	2022	1	INV P	142.55	103121	287582 HCT GPS PARATRANSIT
									564.22		
									ACCOUNT TOTAL		
073570	625500										
004307	SOUTHGROUP (HATTIESB	204146			0	2022	1	INV P	61,625.00	103121	287569 INSURANCE RENEWAL -
									61,625.00		
									ACCOUNT TOTAL		
073570	630500										
003700	MS POWER COMPANY	E2021-10/11			0	2022	1	INV P	704.49	103121	287515 MISSISSIPPI POWER-V
									704.49		
									ACCOUNT TOTAL		
073570	686800										
002956	GROVE TRANSIT	JARC9/26/21-10/9/21	0			2022	1	INV P	4,513.50	103121	287460 JARC RIDES 9.26-10.
									4,513.50		
									ACCOUNT TOTAL		
									ORG 073570 TOTAL		
									104,929.96		
									FUND 073 MASS TRANSIT FUND		
									TOTAL:		
									104,929.96		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/1 TO 2022/1											
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION
075695					W&S CONSTR.-CAPITAL PROJECTS						
075695 601500					ENGINEERING						
002490	CLEARWATER	CONSULTAN	12.12103	0	2022	1	INV	P	15,557.76	103121	287426 MB 2017-65 SOUTH LA
ACCOUNT TOTAL									15,557.76		
075695 722002					LONGLEAF HEIGHTS NORTH						
047349	HEMPHILL	CONST	LONGLEAF NORTH #7	0	2022	1	INV	P	114,652.13	103121	287471 MB 2021-6-7 LONGLEA
ACCOUNT TOTAL									114,652.13		
ORG 075695 TOTAL									130,209.89		
FUND 075 WATER&SEWER CONSTRUCTION FUND					TOTAL:			130,209.89			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/1 TO 2022/1		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
077650											
077650	560000										
002714	ECONOMY SUPPLY CO	063996			225052	2022	1	INV P	319.07	103121	287437 JACKIE DOLE FACIAL
									319.07		
077650	561000										
003543	MCELHANEY PLUMBING I	289942			225043	2022	1	INV P	132.35	103121	287507 WU SIGLER RESTROOM
003543	MCELHANEY PLUMBING I	290308			225187	2022	1	INV P	26.95	103121	287507 TRAIN DEPOT URINAL
									159.30		
									159.30		
077650	604900										
003185	INNOVATIVE SERVICE S	20210167			225078	2022	1	INV P	839.13	103121	287480 COMMUNITY CENTERS S
003256	JOHNSON CONTROLS, IN	36483535			0	2022	1	INV P	577.25	103121	287484 OLD HBURG LIBRARY R
									1,416.38		
077650	606000										
002160	AT&T MOBILITY	287373578351X1008202	0			2022	1	INV P	61.59	103121	287397 MB2106-287/WIRELESS
									61.59		
077650	630000										
004321	SPIRE ENERGY	G2021 10/18	0			2022	1	INV P	53.90	103121	287572 SPIRE (WILLMUT GAS)
									53.90		
077650	630500										
003700	MS POWER COMPANY	E2021 10/11	0			2022	1	INV P	3,134.48	103121	287515 MISSISSIPPI POWER V
									3,134.48		
077650	638000										
002567	COURTNEY'S RESTAURAN	14338			225184	2022	1	INV P	563.41	103121	287431 BEN MCNAIR ICE MACH
002567	COURTNEY'S RESTAURAN	14339			225184	2022	1	INV P	310.18	103121	287431 BEN MCNAIR ICE MACH
002567	COURTNEY'S RESTAURAN	14340			225184	2022	1	INV P	554.30	103121	287431 BEN MCNAIR ICE MACH
									1,427.89		
047316	THE SERVICE COMPANY	82790			0	2022	1	INV P	1,840.50	103121	287575 SERVICE CALL TO CUL
047316	THE SERVICE COMPANY	82945			0	2022	1	INV P	868.38	103121	287575 REPAIR HEATER COIL
									2,708.88		
									4,136.77		
077650	639400										
											DISINFECT./EXTERMINATION

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/1 TO 2022/1													
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION	
003040	HAVARD	PEST	CONTROL	1814362	0	2022	1	INV	P	200.00	103121	287469	HAVARD PEST CONTROL
003040	HAVARD	PEST	CONTROL	1835426	0	2022	1	INV	P	48.00	103121	287469	HAVARD PEST-10/25
003040	HAVARD	PEST	CONTROL	1835427	0	2022	1	INV	P	48.00	103121	287468	HAVARD PEST CONTROL
003040	HAVARD	PEST	CONTROL	1846251	0	2022	1	INV	P	150.00	103121	287468	FLEA TRTMNT FOLLOW-
003040	HAVARD	PEST	CONTROL	1847917	0	2022	1	INV	P	250.00	103121	287468	FLEA TREATMENT IN B
										696.00			
ACCOUNT TOTAL										696.00			
077650	643000	UNIFORM RENT											
002471	CINTAS	CORPORATION	#	4095000502	0	2022	1	INV	P	128.07	103121	287421	COMM.CNTR UNIFORM R
002471	CINTAS	CORPORATION	#	4095616740	0	2022	1	INV	P	179.68	103121	287421	COMM.CNTR UNIFORM R
002471	CINTAS	CORPORATION	#	4096287487	0	2022	1	INV	P	179.68	103121	287421	COMM.CNTR UNIFORM R
002471	CINTAS	CORPORATION	#	4096952407	0	2022	1	INV	P	187.10	103121	287421	COMM.CNTER UNIFORM
										674.53			
ACCOUNT TOTAL										674.53			
ORG 077650						TOTAL		10,652.02					
FUND 077				COMMUNITY CENTERS' FUND				TOTAL:		10,652.02			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/1 TO 2022/1											
ACCOUNT/VENDOR		INVOICE		PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION	
086300				SPEC SALES TAX/RECREATION MAIN							
086300 729544				TATUM PARK LIGHTS-FIELDS 13/15							
002445	CHAIN ELECTRIC COMPA	TATUM LIGHTING #3	0	2022	1	INV P	46,867.77	103121	287420	MB	2021-104 TATUM L
ACCOUNT TOTAL							46,867.77				
ORG 086300 TOTAL							46,867.77				
FUND 086 SPEC SALES TAX P&R/UNIV IMPROV							TOTAL:	46,867.77			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/1 TO 2022/1											
ACCOUNT/VENDOR		INVOICE		PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION	
088603				PUBLIC SAFETY/REC CONSTRUCTION							
088603 710022				POLICE DEPARTMENT							
002077 ALBERT & MCCLESKEY A 57		0	2022	1	INV	P	8,134.32	103121	287389	MB	2018-295 PUBLIC
002996 HANCO CORP		PSC NO. 32	0	2022	1	INV	P	365,574.20	103121	287466	MB 2019-45 PUBLIC S
ACCOUNT TOTAL							373,708.52				
ORG 088603 TOTAL							373,708.52				
FUND 088		PUBLIC SAFETY/REC CONSTRUCTION				TOTAL:	373,708.52				

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/1 TO 2022/1											
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
097201					INFRA IMPROVE-INTRNT	SALES TAX					
097201 721002						CAMPBELL LOOP BRIDGE					
047493	HOLLIDAY CONSTRUCTIO	CAMPBELL LP #4		0	2022	1	INV	P	14,270.98	103121	287476 MB PENDING CAMPBELL
ACCOUNT TOTAL									14,270.98		
ORG 097201 TOTAL									14,270.98		
FUND 097 INFRA IMPROVE-INTRNT SALES TAX TOTAL:									14,270.98		

** END OF REPORT - Generated by LISA HANSON **

10/27/2021 15:15
6050sjackson

City of Hattiesburg, MS
A/P CASH DISBURSEMENTS JOURNAL

P 35
apcshdsb

JOURNAL ENTRIES TO BE CREATED

FUND	DUE TO	DUE FR
001 General Fund		502,682.94
002 PARKS & RECREATION FUND		52,730.50
009 WATER & SEWER OPERATION/MAINT.		772,130.99
011 WATER & SEWER FUND		1,998.54
072 MUNICIPAL ROAD & BRIDGE		374,742.68
073 MASS TRANSIT FUND		104,929.96
075 WATER&SEWER CONSTRUCTION FUND		130,209.89
077 COMMUNITY CENTERS' FUND		10,652.02
086 SPEC SALES TAX-P&R/UNIV IMPROV		46,867.77
088 PUBLIC SAFETY/REC CONSTRUCTION		373,708.52
097 INFRA IMPROVE-INTRNT SALES TAX		14,270.98
801 CLAIMS FUND		
	2,384,924.79	
TOTAL	2,384,924.79	2,384,924.79

** END OF REPORT - Generated by Sherry Jackson **