



**Tuesday, January 4, 2022
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. **2021-1470** Approve the minutes for the December 20 & 21, 2021 meetings of the City Council.
2. **2021-1461** Approve or Deny a petition filed by Shannon Wells, Representative, and Wilmut Gas and Oil Company (Spire), Owner, to request a Conditional Use to expand operations of a non-conforming use as "Utility Operation Center" in R-3 (Multi-Family Residential) District, Section 2.4.4.1, where the total expansion of a non-conforming property is greater than 25 percent shall require a public hearing and Planning Commission approval for a certain property located at 1614 W 4th St (Parcel 2-028H-05-125.00; PPIN 26135; Ward 4). The Planning Commission recommended to Deny on December 1, 2021.
3. **2021-1467** Adopt a Resolution authorizing Requisition No. 88 from the Project Fund Construction Account in connection with a certain loan agreement dated August 18, 2016, by and between the Mississippi Development Bank and the City of Hattiesburg.
4. **2021-1463** Approve Contract with Shows, Dearman and Waits, Inc. for engineering services related to the Arcadia-Sunset Water Improvements PH II project and authorize the Mayor to execute in duplicate.
5. **2021-1462** Approve Contract with Shows, Dearman and Waits, Inc. for engineering services related to the Hattiesburg High Area Infrastructure Improvements - Phase I Project and authorize the Mayor to execute in duplicate.
6. **2021-1455** Approve Contract between City of Hattiesburg and Albert & Robinson Architects to provide professional services related to the development of an inclusive playing field and playground and authorize the Mayor to execute the same.

7. **2021-1456** Approve Agreement between City of Hattiesburg and Hattiesburg Tourism Alliance for Public Art for the purpose of promoting and supporting local economic development through public art in accordance with Section 21-19-44, Mississippi Code of 1972.
8. **2021-1457** Approve Amendment to Agreement between City of Hattiesburg and USA Yeast Company, LLC, extending the term of the contract through March 31, 2022.
9. **2021-1474** Approve and Declare the purchase of Mission M152 in the amount of \$29,246.00 as a sole source purchase as provided for in Section 31-7-13(viii), of the Mississippi Code of 1972, based on information in the attached letters.
10. **2021-1465** Acknowledge bids received December 16, 2021 for the East Side Park Combination Baseball & Football Field Lighting project and accept the bid from Buckhaults Electric Service, LLC in the amount of \$292,900.00; Authorize the mayor to execute contracts when prepared.
11. **2021-1468** Acknowledge receipt of closing documents for the St. Annes Drive Culvert Repair project, Approve payment of final pay estimate, and Approve final acceptance of project.
12. **2021-1459** Authorize submission of a continuation grant application to the Substance Abuse and Mental Health Services Administration (SAMHSA) to fund the fourth year of the program Hattiesburg Behavioral Court Treatment Expansion, in partnership with Pine Belt Mental Healthcare Resources, in the amount of \$385,230.
13. **2021-1471** Extend state of emergency for an additional 30 days resulting from the pandemic event (COVID-19) that occurred on or about March 13, 2020.

ROUTINE AGENDA

1. **2021-1469** Ratification of an executed Rental Agreement between the Hattiesburg Fire Department and Cintas for rental of uniforms and supplies.
2. **2021-1460** Ratification of submitted grant application to the Federal Emergency Management Agency (FEMA) FY 2021 Assistance to Firefighters Grant Program to fund the purchase of equipment for an estimated cost of \$61,461.52 (\$55,874.11 federal share and \$5,587.41 local share).
3. **2021-1464** Acknowledge receipt of term bids for Lot Clearing/Grass Cutting Services on January 4, 2022 and award bid to MSP Enterprises as the primary contractor, with the alternate contractor being Sunshine Construction for the term of January 1, 2022 through December 31, 2022.
4. **2021-1466** Acknowledge receipt of term bids for Demolition Services on January 4, 2022 and award

bid to MSP Enterprise as the primary contractor, with the alternate contractor being Barnette Concrete & Construction, LLC for the term of January 1, 2022 through December 31, 2022.

5. **2021-1454** Approve the sale of grave spaces, per attached Memo's, Receipts and Deeds.
6. **2021-1458** Approve claims docket for the period ending December 31, 2021.

Redistricting Presentations

In Memoriam:

- Mr. Willie J. “Teeny” Coats
- Ms. Bessie L. Pittman

Meeting Adjourn



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Ronda Cole, Clerk of Council
cc:
Date: Tuesday, January 4, 2022
Re: Approve the minutes for the December 20 & 21, 2021 meetings of the City Council.
File Number: 2021-1470
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 January 4, 2022 City Council meeting for consideration.

Published Agenda



Monday, December 6, 2021	City Council	Council Chambers
4:00 PM	Monday Meeting Agenda	200 Forrest Street

Call to Order

Agenda Review

Work Session

1. **2021-1381** Discussion regarding jail contract between City of Hattiesburg and Forrest County, requested by Councilwoman Deborah Delgado.

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, December 6, 2021**, in Council Chambers at City Hall; same being from a closed public hearing held on November 30, 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; Clerk of Council, Ronda S. Kennedy; Deputy Clerk of Council, Lisa Luu Jolly; City staff members; media; and the public.

Council President Carroll Called the meeting to order.

Agenda Review

Council President Carroll proceeded with the Agenda Review.

The Council Clerk read aloud amendments to the agenda.

- Delete Policy Agenda Item #6, at the request of the Administration.
- Add Policy Agenda Items #15, #16 and #17, at the request of the Administration.

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

Work Session

Council President Carroll proceeded with the Work Session.

Council member Delgado asked her work session item be moved to January 2022.

1. **2021-1381** Discussion regarding jail contract between City of Hattiesburg and Forrest County, requested by Councilwoman Deborah Delgado.

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 4:27p.m., this 6th day of December, 2021,**
by unanimous consent, until the 7th day of December, 2021.

ATTEST:

APPROVE:

Clerk of Council

Council President

ATTEST AND CERTIFY:

APPROVE:

City Clerk

Mayor

Published Agenda



**Monday, December 7, 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. 2021-1379** Approve the minutes for the November 15 & 16, 2021 meetings of the City Council and the November 16, 18, 22, 29 & 30, 2021 redistricting public hearings.
- 2. 2021-1376** Adopt the December 7, 2021 amendments to the budget for the City of Hattiesburg for fiscal year ending September 30, 2022 and adopt Resolution authorizing publication of amendments for funds in excess of 10% of the originally appropriated fund balance.
- 3. 2021-1360** Adopt a Resolution authorizing Requisition No. 86 from the Project Fund Construction Account in connection with a certain loan agreement dated August 18, 2016, by and between the Mississippi Development Bank and the City of Hattiesburg.
- 4. 2021-1380** Approve Professional Services Agreement with Shows, Dearman and Waits, Inc. for engineering services related to the Edwards Street Infrastructure Improvements project, and authorize the Mayor to execute in duplicate.
- 5. 2021-1361** Approve Right-of-Way Agreement with Norfolk Southern Railroad for the Hattiesburg Downtown Railroad Innovation Project (a.k.a. Hall Avenue Project) and authorize the Mayor to execute in triplicate.
- 6. 2021-1364** Approve Right-of-Way Agreement with Canadian National Railroad for the Hattiesburg Downtown Railroad Innovation Project (a.k.a. Hall Avenue Project) and authorize the Mayor to execute in triplicate (request to delete).
- 7. 2021-1365** Approve Supplemental Agreement No. 4 with ARE Engineering Consultants for preliminary and design engineering services related to the Taxiway A Realignment, Improvements & Signage project and authorize the Mayor to execute in duplicate.
- 8. 2021-1353** Approve Lighting Agreement with Mississippi Power Company for additional lighting at 203 Annie Lane with a monthly increase of \$8.43, and authorize the Mayor to execute the same.
- 9. 2021-1355** Approve the MS Department of Environmental Quality (MDEQ) Solid Waste Assistance Grant Agreement in the amount of \$75,000.00 to fund a Household Hazardous Waste “Right Way to Throw Away Day.”, with matching city funds of \$25,000; and authorize the Mayor to execute in duplicate.
- 10. 2021-1356** Approve the MS Department of Wildlife, Fisheries, and Parks (MDWFP) Land and Water Conservation Fund Grant Award, to help fund property acquisition and development of Midtown Green Park, for a total project cost of \$1,000,000 (\$500,000 federal share and \$500,000 local share); and authorize the Mayor to execute in duplicate.
- 11. 2021-1367** Acknowledge bids received November 18, 2021 for the reverse auction of Men's & Women's Lockers and Day Lockers for the Public Safety Complex and accept the bid from Tab Products Co., LLC in the amount of \$84,995.00.
- 12. 2021-1368** Acknowledge bids received November 18, 2021 for the reverse auction of Police Dispatch Consoles for the Public Safety Complex and accept the bid from Evans Consoles Inc. in the amount of \$136,326.06.
- 13. 2021-1366** Acknowledge receipt of an Airport Rescue Grant (ARPA KW2022) in the amount of \$32,000.00 from the Federal Aviation Administration (FAA) and ratify the Mayor's signature on the associated Grant Agreement.
- 14. 2021-1378** Authorize the Mayor to consent and approve and the City Clerk to attest the attached Assignment and Assumption of Lease from The Merchants Company to MFSM LLC, as provided for in the Lease dated July 22, 1957, entered into by and between the City of Hattiesburg, Mississippi, as Lessor, and Dixie Aluminum Corporation, as Lessee, (the “1957 Lease”), which was recorded in Land Deed Book 188 at Page 382 in the Office of the Chancery Clerk of Forrest County, Mississippi, and in the Supplemental Lease Agreement dated November 1, 1986, entered into by and between the City of Hattiesburg, Mississippi, as Issuer, and The Merchants Company, as Company, (the “Supplemental Lease”), which was recorded in Land Deed Book 578 at Page 305 in the Office of the Chancery Clerk of Forrest County, Mississippi.

- 15. 2021-1396 Authorize City Attorney to execute two Subdivision Settlement Participation Forms in connection with Opioid litigation.
- 16. 2021-1399 Ratify the Industrial Park Commission's approval of a land transaction within the Industrial Park for economic development and authorize the Mayor to execute any required documents on behalf of the City.
- 17. 2021-1400 Resolution of the City Council of the City of Hattiesburg, Mississippi authorizing and approving the Mayor, on behalf of the City, executing and delivering a grant application to and entering into a grant agreement with the Mississippi Development Authority in order to receive a grant in the amount of \$1,500,000.00 on behalf of the City from the Mississippi Development Authority for the purpose of completing infrastructure related to the development of a new headquarters to be located at Midtown in the City for the Jones Family of Companies and thus enhancing economic development through the construction or improvement of highways or highway segments; and for related purposes.

ROUTINE AGENDA

- 1. 2021-1357 Ratification of submitted grant application to the Federal Transit Administration (FTA) FY 2021 Grants for Buses and Bus Facilities Program to fund a transfer facility, sidewalks, ADA accessibility features, crosswalks, and pedestrian signals at selected bus stop locations, for a total project cost estimated at \$2,922,000 (\$2,045,400 federal share and \$876,600 local share).
- 2. 2021-1354 Acknowledge Proof of Publications for the Clarion Ledger for the month of October 2021.
- 3. 2021-1359 Acknowledge receipt of the two quote docket for the period of October 25, 2021 through November 28, 2021 as provided for in 31-7-13(b) of the Mississippi Code of 1972.
- 4. 2021-1358 Acknowledge update to the performance period of the U.S. Department of Housing and Urban Development (HUD) Lead Hazard Reduction Grant Program and Healthy Homes Supplement Grant Agreement. Period of performance was revised from November 1, 2021 through April 30, 2025, to November 15, 2021 through May 14, 2025.
- 5. 2021-1370 Authorize publication of a Request for Proposals from qualified firms for the creation of a Master Plan for future development in the vicinity of North 25th and North 26th Avenues.
- 6. 2021-1362 Approve and authorize issuance of manual checks for CDBG/HOME Program Claims per attached Memorandum. {Entitlement CDBG/HOME}
- 7. 2021-1363 Approve plans and specifications for the demolition of up to three (3) structures pursuant to the code enforcement process provided for in MCA 21-19-11 and authorize advertisement for bids for the same.
- 8. 2021-1371 Approve the amendment to the Hub City Transit Public Transportation Agency Safety Plan (HCT-PTASP) and acknowledge that this plan meets the requirements of 49 CFR Part 673, Federal Transit Administration regulation.
- 9. 2021-1372 Approve the amendment to the Hub City Transit Title VI LEP Plan with changes to the Title VI Coordinator position designation.
- 10. 2021-1373 Approve the amendment to the City of Hattiesburg DBE Program, with changes made on Section 26.25 DBE Liaison Officer (DBELO).
- 11. 2021-1374 Approve the change in position designation for the American with Disabilities Act (ADA) Program Coordinator.
- 12. 2021-1375 Approve claims docket for the period ending November 30, 2021.

- In Memoriam:**
- Mrs. Arlyn Trussell
 - Mrs. Arlena Naylor
 - Mr. S.F. Carlisle, Jr.
 - Mr. Jere Gunn
 - Mr. Joseph Barnes

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, December7, 2021**, in Council Chambers at City Hall; same being from a recessed meeting held on December 6, 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; Clerk of Council, Ronda S. Kennedy; Deputy Clerk of Council, Lisa Luu Jolly; City staff members; the media; and the public.

Council President Carroll called the meeting to order.

Call to Prayer and Pledge of Allegiance

The prayer was given by Pastor Michael Jordan of Mt. Olive Baptist Church.

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. **2021-1379** Approve the minutes for the November 15 & 16, 2021 meetings of the City Council and the November 16, 18, 22, 29 & 30, 2021 redistricting public hearings.

Attachments: 11-15-2021 Unsafe PH, AR, Mins
 11-16-2021 Mins
 11-16-2021 Ward 4 Redistricting PH Mins.
 11-18-2021 Ward 5 Redistricting PH Mins
 11-22-2021 Ward 1 Redistricting PH Mins
 11-29-2021 Ward 2 Redistricting PH Mins
 11-30-2021 Ward 3 Redistricting PH Mins

A MOTION was made by Council Vice President George and seconded by Council Member Brown to Approve the minutes for the November 15 & 16, 2021 meetings of the City Council and the November 16, 18, 22, 29 & 30, 2021 redistricting public hearings.

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

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

Nays: 0

2. **2021-1376** Adopt the December 7, 2021 amendments to the budget for the City of Hattiesburg for fiscal year ending September 30, 2022 and adopt Resolution authorizing publication of amendments for funds in excess of 10% of the originally appropriated fund balance.

Attachments: Dec 7 budget amendments (updated)

A MOTION was made by Council Vice President George and seconded by Council Member Brown to Adopt the December 7, 2021 amendments to the budget for the City of Hattiesburg for the fiscal year ending September 30, 2022 and adopt Resolution (#2021-127) authorizing publication of amendments for funds in excess of 10% of the originally appropriated fund balance.

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

Yeas: 4 - George, Carroll, Ware and Brown

Nays: 1 - Delgado

3. **2021-1360** Adopt a Resolution authorizing Requisition No. 86 from the Project Fund Construction Account in connection with a certain loan agreement dated August 18, 2016, by and between the Mississippi Development Bank and the City of Hattiesburg.

Attachments: 2016 Bond Resolution No. 86
Project Resolution Requisition 2016 Bonds No. 86

A MOTION was made by Council Vice President George and seconded by Council Member Brown to Adopt a Resolution (#2021-128) authorizing Requisition No. 86 from the Project Fund Construction Account in connection with a certain loan agreement dated August 18, 2016, by and between the Mississippi Development Bank and the City of Hattiesburg.

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

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

Nays: 0

4. **2021-1380** Approve Professional Services Agreement with Shows, Dearman and Waits, Inc. for engineering services related to the Edwards Street Infrastructure Improvements project, and authorize the Mayor to execute in duplicate.

Attachments: 12217_Contract

A MOTION was made by Council Member Brown and seconded by Council Vice President George to Approve Professional Services Agreement with Shows, Dearman and Waits, Inc. for engineering services related to the Edwards Street Infrastructure Improvements project, and authorize the Mayor to execute in duplicate.

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

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

Nays: 0

5. **2021-1361** Approve Right-of-Way Agreement with Norfolk Southern Railroad for the Hattiesburg Downtown Railroad Innovation Project (a.k.a. Hall Avenue Project) and authorize the Mayor to execute in triplicate.

Attachments: 2021-11-11_NS-FRA edits (clean)_Rev Draft City-NS Sect 22905 ROW
Agmnt_Hattiesburg MS FY19 CRISI

A MOTION was made by Council Vice President George and seconded by Council Member Brown to Approve Right-of-Way Agreement with Norfolk Southern Railroad for the Hattiesburg Downtown Railroad Innovation Project (a.k.a. Hall Avenue Project) and authorize the Mayor to execute in triplicate.

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

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

Nays: 0

6. **- Deleted -**

7. **2021-1365** Approve Supplemental Agreement No. 4 with ARE Engineering Consultants for preliminary and design engineering services related to the Taxiway A Realignment, Improvements & Signage project and authorize the Mayor to execute in duplicate.

Attachments: HBG2022DesignContract

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

Approve Supplemental Agreement No. 4 with ARE Engineering Consultants for preliminary and design engineering services related to the Taxiway A Realignment, Improvements & Signage project and authorize the Mayor to execute in duplicate.

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

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

Nays: 0

8. **2021-1353** Approve Lighting Agreement with Mississippi Power Company for additional lighting at 203 Annie Lane with a monthly increase of \$8.43, and authorize the Mayor to execute the same.

Attachments: MS Power-203 Annie Lane Street Light Authorization

A MOTION was made by Council Member Brown and seconded by Council Vice President George to Approve Lighting Agreement with Mississippi Power Company for additional lighting at 203 Annie Lane 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, Carroll, Ware and Brown

Nays: 0

9. **2021-1355** Approve the MS Department of Environmental Quality (MDEQ) Solid Waste Assistance Grant Agreement in the amount of \$75,000.00 to fund a Household Hazardous Waste “Right Way to Throw Away Day.”, with matching city funds of \$25,000; and authorize the Mayor to execute in duplicate.

Attachments: City of Hattiesburg SWC#568

A MOTION was made by Council Vice President George and seconded by Council Member Brown to Approve the MS Department of Environmental Quality (MDEQ) Solid Waste Assistance Grant Agreement in the amount of \$75,000.00 to fund a Household Hazardous Waste “Right Way to Throw Away Day.”, with matching city funds of \$25,000; and authorize the Mayor to execute in duplicate.

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

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

Nays: 0

10. **2021-1356** Approve the MS Department of Wildlife, Fisheries, and Parks (MDWFP) Land and Water Conservation Fund Grant Award, to help fund property acquisition and development of Midtown Green Park, for a total project cost of \$1,000,000 (\$500,000 federal share and \$500,000 local share); and authorize the Mayor to execute in duplicate.

Attachments: Midtown Green Award Letter

A MOTION was made by Council Vice President George and seconded by Council Member Brown to Approve the MS Department of Wildlife, Fisheries, and Parks (MDWFP) Land and Water Conservation Fund Grant Award, to help fund property acquisition and development of Midtown Green Park, for a total project cost of \$1,000,000 (\$500,000 federal share and \$500,000 local share); and authorize the Mayor to execute in duplicate.

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

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

Nays: 0

- 11. 2021-1367** Acknowledge bids received November 18, 2021 for the reverse auction of Men's & Women's Lockers and Day Lockers for the Public Safety Complex and accept the bid from Tab Products Co., LLC in the amount of \$84,995.00.

Attachments: Police Lockers
TAB
Penco-color-chart

A MOTION was made by Council Member Brown and seconded by Council Vice President George to Acknowledge bids received November 18, 2021 for the reverse auction of Men's & Women's Lockers and Day Lockers for the Public Safety Complex and accept the bid from Tab Products Co., LLC in the amount of \$84,995.00.

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

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

Nays: 0

- 12. 2021-1368** Acknowledge bids received November 18, 2021 for the reverse auction of Police Dispatch Consoles for the Public Safety Complex and accept the bid from Evans Consoles Inc. in the amount of \$136,326.06.

Attachments: Police Dispatch Consoles
Evans
Design Matters

A MOTION was made by Council Vice President George and seconded by Council Member Brown to Acknowledge bids received November 18, 2021 for the reverse auction of Police Dispatch Consoles for the Public Safety Complex and accept the bid from Evans Consoles Inc. in the amount of \$136,326.06.

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

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

Nays: 0

- 13. 2021-1366** Acknowledge receipt of an Airport Rescue Grant (ARPA KW2022) in the amount of \$32,000.00 from the Federal Aviation Administration (FAA) and ratify the Mayor's signature on the associated Grant Agreement.

Attachments: HBG-SOG-3-28-0031-031-2022-Grant Agreement (part 1) – signed

A MOTION was made by Council Vice President George and seconded by Council Member Brown to Acknowledge receipt of an Airport Rescue Grant (ARPA KW2022) in the amount of \$32,000.00 from the Federal Aviation Administration (FAA) and ratify the Mayor's signature on the associated Grant Agreement.

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

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

Nays: 0

- 14. 2021-1378** Authorize the Mayor to consent and approve and the City Clerk to attest the attached Assignment and Assumption of Lease from The Merchants Company to MFSM LLC, as provided for in the Lease dated July 22, 1957, entered into by and between the City of Hattiesburg, Mississippi, as Lessor, and Dixie Aluminum Corporation, as Lessee, (the "1957 Lease"), which was recorded in Land Deed Book 188 at Page 382 in the Office of the Chancery Clerk of Forrest County, Mississippi, and in the Supplemental Lease Agreement dated November 1, 1986, entered into by and between the City of Hattiesburg, Mississippi, as Issuer, and The Merchants Company, as Company, (the "Supplemental Lease"), which was recorded in Land Deed Book 578 at Page 305

in the Office of the Chancery Clerk of Forrest County, Mississippi

Attachments: Merchants Company Assignment and Assumption of Lease 2021

A MOTION was made by Council Vice President George and seconded by Council Member Brown to Authorize the Mayor to consent and approve and the City Clerk to attest the attached Assignment and Assumption of Lease from The Merchants Company to MFSM LLC, as provided for in the Lease dated July 22, 1957, entered into by and between the City of Hattiesburg, Mississippi, as Lessor, and Dixie Aluminum Corporation, as Lessee, (the “1957 Lease”), which was recorded in Land Deed Book 188 at Page 382 in the Office of the Chancery Clerk of Forrest County, Mississippi, and in the Supplemental Lease Agreement dated November 1, 1986, entered into by and between the City of Hattiesburg, Mississippi, as Issuer, and The Merchants Company, as Company, (the “Supplemental Lease”), which was recorded in Land Deed Book 578 at Page 305 in the Office of the Chancery Clerk of Forrest County, Mississippi.

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

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

Nays: 0

- 15. 2021-1396** Authorize City Attorney to execute two Subdivision Settlement Participation Forms in connection with Opioid litigation.

Attachments: Opioid Allocation Agreements letter
Opioid Distributor Settlement Participation Form
Janssen Settlement Participation Form

A MOTION was made by Council Vice President George and seconded by Council Member Brown to Authorize City Attorney to execute two Subdivision Settlement Participation Forms in connection with Opioid litigation.

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

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

Nays: 0

- 16. 2021-1399** Ratify the Industrial Park Commission's approval of a land transaction within the Industrial Park for economic development and authorize the Mayor to execute any required documents on behalf of the City.

Attachments: December 2 2021 FCIPC Meeting
FCIPC Executed PSA - 12-2-212 (3)

A MOTION was made by Council Member Brown and seconded by Council Vice President George to Ratify the Industrial Park Commission's approval of a land transaction within the Industrial Park for economic development and authorize the Mayor to execute any required documents on behalf of the City.

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

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

Nays: 0

17. **2021-1400** Resolution of the City Council of the City of Hattiesburg, Mississippi authorizing and approving the Mayor, on behalf of the City, executing and delivering a grant application to and entering into a grant agreement with the Mississippi Development Authority in order to receive a grant in the amount of \$1,500,000.00 on behalf of the City from the Mississippi Development Authority for the purpose of completing infrastructure related to the development of a new headquarters to be located at Midtown in the City for the Jones Family of Companies and thus enhancing economic development through the construction or improvement of highways or highway segments; and for related purposes.

Attachments: RESOLUTION OF THE MAYOR AND CITY COUNCIL - EDH - 12-06-21

A MOTION was made by Council Vice President George and seconded by Council Member Ware to Resolution (#2021-129) of the City Council of the City of Hattiesburg, Mississippi authorizing and approving the Mayor, on behalf of the City, executing and delivering a grant application to and entering into a grant agreement with the Mississippi Development Authority in order to receive a grant in the amount of \$1,500,000.00 on behalf of the City from the Mississippi Development Authority for the purpose of completing infrastructure related to the development of a new headquarters to be located at Midtown in the City for the Jones Family of Companies and thus enhancing economic development through the construction or improvement of highways or highway segments; and for related purposes.

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

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

Nays: 0

ROUTINE AGENDA

THE ROUTINE AGENDA came before the Council.

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

Nays: 0

1. **2021-1357** Ratification of submitted grant application to the Federal Transit Administration (FTA) FY 2021 Grants for Buses and Bus Facilities Program to fund a transfer facility, sidewalks, ADA accessibility features, crosswalks, and pedestrian signals at selected bus stop locations, for a total project cost estimated at \$2,922,000 (\$2,045,400 federal share and \$876,600 local share).
- Attachments: SF-424 - FTA-2021 5339
 FY21-Grants-for-Buses-and-Bus-Facilities-Supplemental-Form
2. **2021-1354** Acknowledge Proof of Publications for the Clarion Ledger for the month of October 2021.
- Attachments: Clarion Ledger Inv4190680
3. **2021-1359** Acknowledge receipt of the two quote docket for the period of October 25, 2021 through November 28, 2021 as provided for in 31-7-13(b) of the Mississippi Code of 1972.
- Attachments: 20211129094722
 UAB DOCKET REPORT

4. **2021-1358** Acknowledge update to the performance period of the U.S. Department of Housing and Urban Development (HUD) Lead Hazard Reduction Grant Program and Healthy Homes Supplement Grant Agreement. Period of performance was revised from November 1, 2021 through April 30, 2025, to November 15, 2021 through May 14, 2025.

 Attachments: HUD 1044 - MSLHB0771-21 City of Hattiesburg (executed)

5. **2021-1370** Authorize publication of a Request for Proposals from qualified firms for the creation of a Master Plan for future development in the vicinity of North 25th and North 26th Avenues.

 Attachments: RFP_25th & 26th Master Plan - 12-2021

6. **2021-1362** Approve and authorize issuance of manual checks for CDBG/HOME Program Claims per attached Memorandum. {Entitlement CDBG/HOME}

 Attachments: Manual Check Memo 12072021
 CCI_515 Columbia_12072021
 Middleton Construction_12072021
 BCS_12072021

7. **2021-1363** Approve plans and specifications for the demolition of up to three (3) structures pursuant to the code enforcement process provided for in MCA 21-19-11 and authorize advertisement for bids for the same.

 Attachments: NOTICE TO BIDDERS - Demolitions - December 2021
 Instructions to Bidders for Demolition Services - December 2021
 Bid Form - Demolition - December 2021

8. **2021-1371** Approve the amendment to the Hub City Transit Public Transportation Agency Safety Plan (HCT-PTASP) and acknowledge that this plan meets the requirements of 49 CFR Part 673, Federal Transit Administration regulation.

 Attachments: HCT-PTASP_Amendment 12 7 21

9. **2021-1372** Approve the amendment to the Hub City Transit Title VI LEP Plan with changes to the Title VI Coordinator position designation.

 Attachments: 2020-HUB-CITY-TRANSIT-TITLE-VI-LEP-Plan_Amendment p 18 12 7 21

10. **2021-1373** Approve the amendment to the City of Hattiesburg DBE Program, with changes made on Section 26.25 DBE Liaison Officer (DBELO).

 Attachments: City of Hattiesburg DBE Program_Amendment page 6 12 7 21

11. **2021-1374** Approve the change in position designation for the American with Disabilities Act (ADA) Program Coordinator.

 Attachments: ADA-Complaint Form for HCT - 2021_ENG

12. **2021-1375** Approve claims docket for the period ending November 30, 2021.

 Attachments: DT 11.30.21
 DOCKET 21.11.30

In Memoriam:

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

- Mrs. Arlyn Trussell
- Mrs. Arlena Naylor
- Mr. S.F. Carlisle, Jr.
- Mr. Jere Gunn
- Mr. Joseph Barnes

Meeting Adjourn

Council President Carroll declared the **meeting recessed at 5:19 p.m., this 7th day of December, 2021,**
by unanimous consent, until the 20th day of December, 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:

cc:

Date: Tuesday, January 4, 2022

Re: Approve or Deny a petition filed by Shannon Wells, Representative, and Wilmut Gas and Oil Company (Spire), Owner, to request a Conditional Use to expand operations of a non-conforming use as "Utility Operation Center" in R-3 (Multi-Family Residential) District, Section 2.4.4.1, where the total expansion of a non-conforming property is greater than 25 percent shall require a public hearing and Planning Commission approval for a certain property located at 1614 W 4th St (Parcel 2-028H-05-125.00; PPIN 26135; Ward 4). The Planning Commission recommended to Deny on December 1, 2021.
File Number: 2021-1461
Minute Book #

Summary

1614 W 4th Street – Conditional Use - Expand operations of a non-conforming use as "Utility Operation Center" in R-3

Recommendation Statement

Approve or Deny 1614 W 4th Street – Conditional Use - Expand operations of a non-conforming use as "Utility Operation Center" in R-3

Please place this on the January 4, 2022 City Council meeting for consideration.

SUBJECT PARCEL:
1614 W 4th St.

Shannon Wells, Representative, and Wilmut Gas and Oil Company (Spire),
Owner

Request a Conditional Use to expand operations of a non-conforming use as "Utility Operation Center" in R-3 (Multi-Family Residential) District as required by the Land Development Code, Section 2.4.4.1, where the total expansion of a non-conforming property is greater than 25 percent shall require a public hearing and Planning Commission approval for a certain property located at 1614 W 4th St (Parcel 2-028H-05-125.00; PPIN 26135; Ward 4)



**Western side of
property**

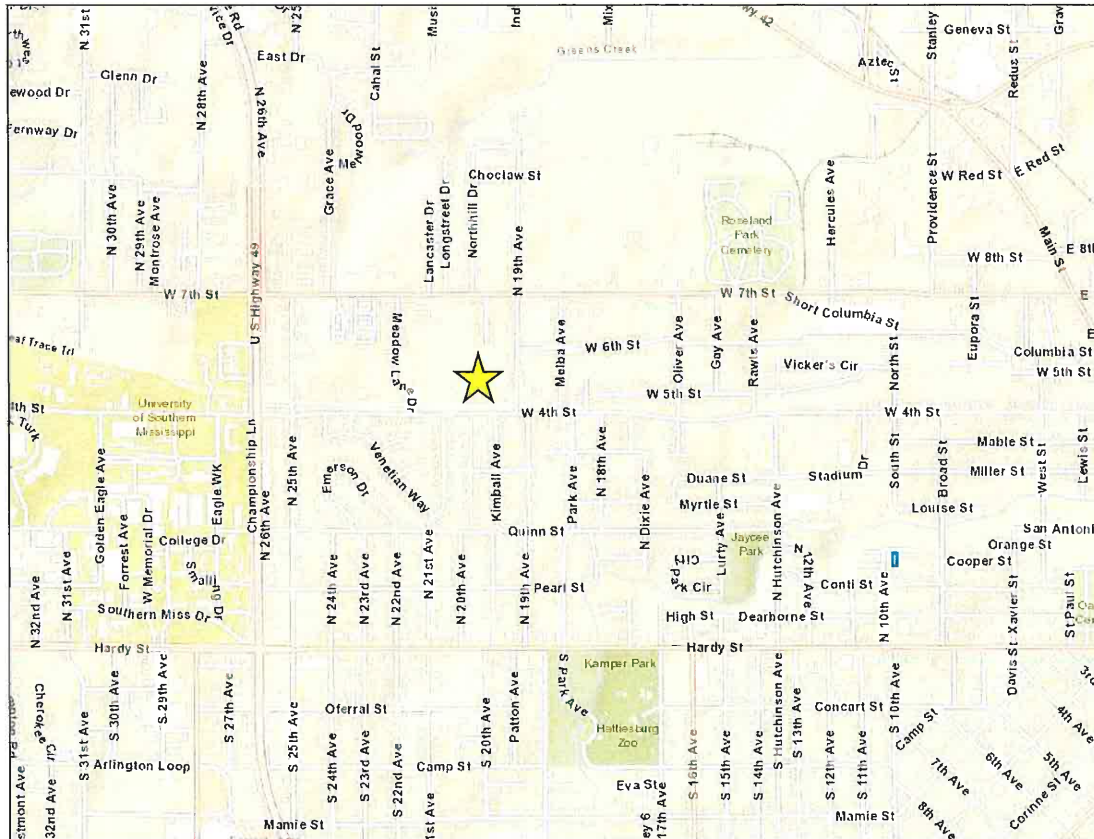


**Easter side of
property.**

**Yellow pipes are
approximately the
same location of
expansion.**



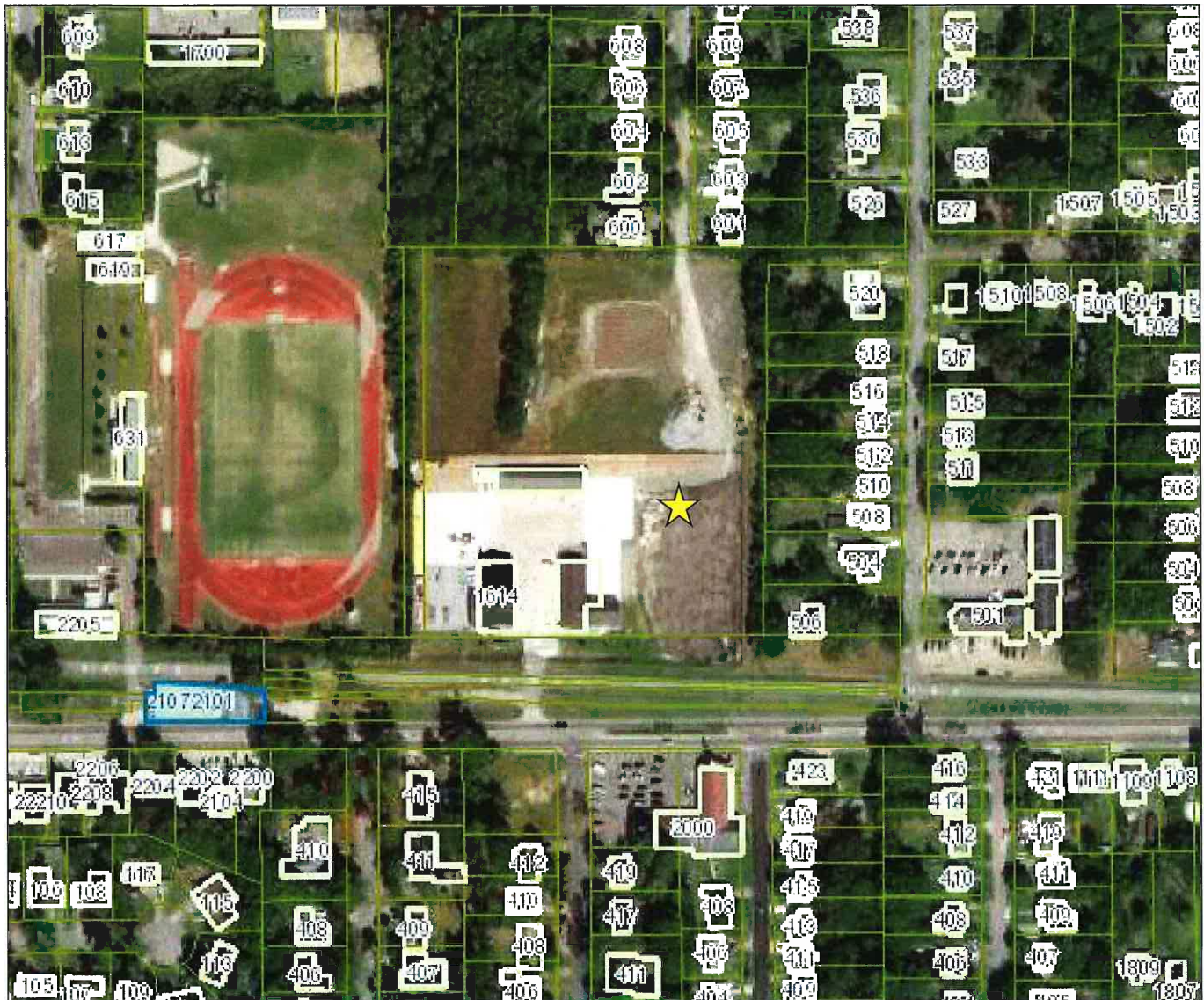
Vicinity Map—Ward 4



Zoning—R-3

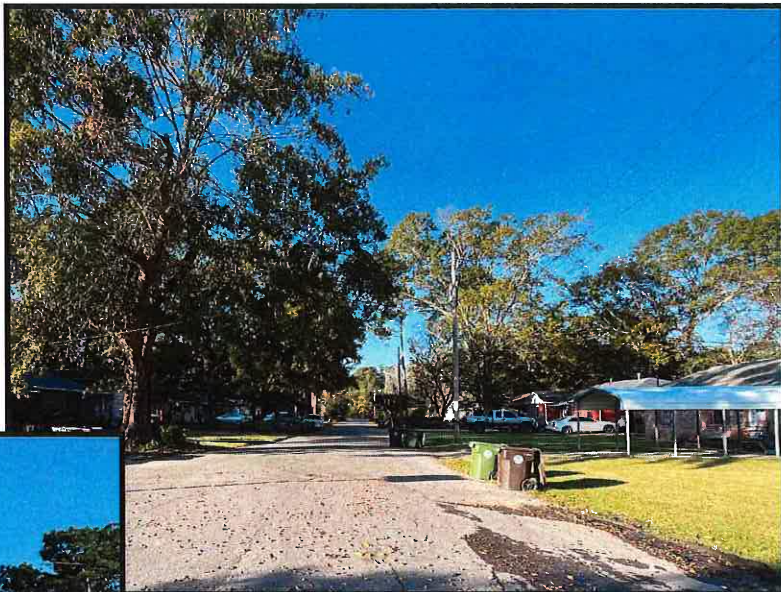


Site Aerial



SURROUNDING AREA

**Northern Direction: R-1A
Residential**



**Southern Direction: R-1B Residential
and Place of Assembly**



**Eastern Direction: R-3 Institutional,
B-1 Office.**



Western Direction: R-1A Residential



**Planning Commission
Case Fact Sheet**

Name of Petitioners: Shannon Wells, Representative, and Wilmut Gas and Oil Company (Spire), Owner

Address of Property: 1614 W 4th St **Tax Parcel:** 2-028H-05-125.00 **PPIN:** 26135 **Ward:** 4

Request: **Conditional Use – Expansion of a non-conforming use**

Purpose of Request: To consider an application to request a Conditional Use to expand operations of a non-conforming use as "Utility Operation Center" in R-3 (Multi-Family Residential) District as required by the Land Development Code, Section 2.4.4.1, where the total expansion of a non-conforming property is greater than 25 percent shall require a public hearing and Planning Commission approval for a certain property located at 1614 W 4th St (Parcel 2-028H-05-125.00; PPIN 26135; Ward 4).

Applicant Summary: See Attached

Applicable Regulations:

SECTION 2.2

Conformity

2.4.4 Nonconforming Uses. A legal nonconforming use is a use existing legally at the time of the passage of this Code, or the time of annexation into the City's jurisdiction, which does not by reason of use conform to the regulations of the district in which it is located. A use established after the passage of this Code which does not conform to regulations of the district in which it is located shall be considered an illegal nonconforming use and is a violation of this Code. Legal nonconforming uses of land or structures may continue only in accordance with all of the following provisions.

2.4.4.1 Expansion Prohibited. A one time expansion of 25 percent may be permitted by the Director. Expansion greater than 25 percent shall require a public hearing and Planning

Commission approval. Expansion shall include an intensification of use, a physical expansion that results in increased capacity or activity associated with the use, an extension of the hours of operation or number of days of activity and any similar change in activity or location.

4.5.7 R-3 Multi-Family Residential District: The purpose of the R-3 District is to permit medium and high density residential uses including multi-family, two-family, and single-family structures with related recreational, religious and educational facilities. This district is consistent with the Neighborhood Conservation 1 and 2 districts in the Comprehensive Plan. This zoning district encourages protected residential neighborhoods with only compatible supporting institutional uses and open space.

Present Zoning: This parcel is currently zoned R-3 Multi-Family Residential District

Present Use: Light Industrial

Future Land Use: Neighborhood Business Corridor District

Surrounding Zoning and Land Use: North: R-1A Residential
South: R-1B Residential and Place of Assembly
East: R-3 Institutional, B-1 Office.
West: R-1A Residential

Letters or Concerns stated: The Planning Division Office has not received any letters or other written communications relative to this case as of November 23, 2021.

History / Background: The applicant met with staff in Pre-Application to discuss further expansion of the light industrial use. The applicant is proposing to install fueling facilities (fueling tanks, pavement access) on the eastern side of the site. This will increase service to existing fleet as well as expand pavement and equipment on site. Visibility of the site is illustrated in the site photos. The approximate location of the expansion is occupied by yellow pipes in the additional site photos.

This site is considered a legal non-conforming site. It is zoned R-3 Multi Family Residential but is a legally existing light industrial use. This site has had a few improvements over the last few years which have now made it impossible to legally expand in any capacity without public review. Sec. 2.4.4.1 allows for a one time 25% expansion for non-conforming uses.

A 2014 building expansion (4-14-475) was calculated at 18.2%. The current expansion's footprint, including the tank pad, would be calculated as at least a 12% expansion and would exceed 25%.

This does not take into consideration the driveway needed to access the fueling site.

A 2019 project (3-19-822) at this address, which included significant improvements to existing facilities and included improvements to paving and drainage, was not considered an expansion.

In 2014 this site was expanded under a different version of our Land Development Code. However, the same restriction on expansion of a non-conforming use was in place and should therefore be relative to this expansion.

The Planning Commission should consider the impacts to the residents, the streetscape, and the Longleaf Trace if further expansions of a light industrial use be permitted within a residentially zoned area. If approved, Planning Commission should consider implementing Conditions to reduce the impact of the expansion.

Option:

12.3.3.2 Additional Approval Criteria. In addition to the standards [N/A], the applicant for a request for the Planning Commission to approve a use shall be required to demonstrate that his/her proposal addresses the following additional requirements, except that the Planning Commission may waive any one or more criteria that it determines are not applicable based upon the expected impact of the proposal.

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

Conditional Use (2 pages)

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

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

Yes, the tanks and additional pavement proposed for the access can be considered as
accessory structures since they are related to the general function of the site that has been
permitted by the city.

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

The two tanks proposed to be installed and placed into service are actually double-walled tanks inspected by a third
party petroleum company that have been out of service. The gas trucks accessing the tanks are the same type of trucks already being
used at the facility (for various operational functions). Because there will be no increase in vehicles caused by the project, there is no
anticipated increase in noise or pollution. In addition, the proposed project is located ±114' from adjacent residential property to
the East and ±326' from adjacent residential property to the North. Due to these buffers and reasons previously mentioned adverse
impacts to the surrounding community are not expected.

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

Approximately 6600 sq ft of pavement is proposed to be constructed. This is a small quantity
of added pavement in comparison with the existing pavement structure located onsite, but is
adequate for fuel trucks to properly access the two fuel tanks.

4. Will there be any additional pedestrian or vehicular traffic generated by the proposed use? No

If yes, please explain:

The tanks will be accessed by Spire's gas fleet trucks of which are currently operating
regularly at the facility.

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

If yes, please explain:

See #2 on page 1

6. What is the expected number of customers/employees per day? _____

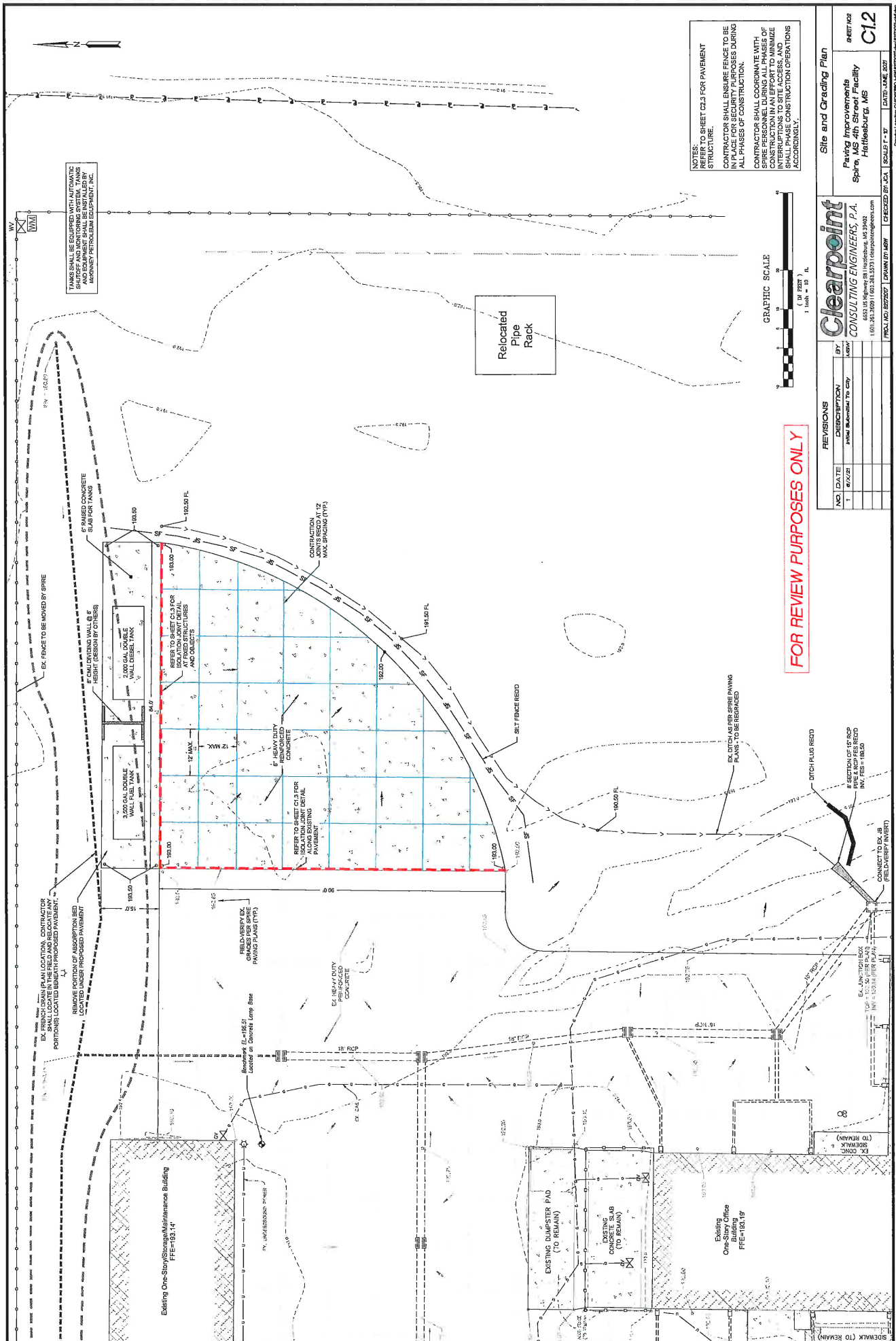
The approximate number of employees working at the facility on a daily basis is 20-25.

The proposed improvements will not cause an increase in this number of employees.

7. Parking Requirements:

Commercial/Industrial: Paved parking will be provided for 2 vehicles, and
 ADA vehicle(s); with loading spaces.

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





Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, January 4, 2022

Re: Adopt a Resolution authorizing Requisition No. 88 from the Project Fund Construction Account in connection with a certain loan agreement dated August 18, 2016, by and between the Mississippi Development Bank and the City of Hattiesburg.
File Number: 2021-1467
Minute Book #

Summary

Adopt a Resolution authorizing Requisition No. 88 from the Project Fund Construction Account in connection with a certain loan agreement dated August 18, 2016, by and between the Mississippi Development Bank and the City of Hattiesburg.

Recommendation Statement

I recommend approval of this item

Please place this on the January 4, 2022 City Council meeting for consideration.

The City Council of the City of Hattiesburg, Mississippi (the “City”) acting for and on behalf of the City, took up for consideration the matter of requesting and authorizing Requisition No. **88** from the Project Fund Construction Account in connection with the loan agreement between the Mississippi Development Bank and the City dated August 18, 2016. After discussion of the subject, Council Member _____ offered and moved for the adoption of the following resolution:

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI (THE “CITY”) AUTHORIZING REQUISITION NO. 88 FROM THE PROJECT FUND CONSTRUCTION ACCOUNT IN CONNECTION WITH THAT CERTAIN LOAN AGREEMENT, DATED AS OF AUGUST 18, 2016, BY AND BETWEEN THE MISSISSIPPI DEVELOPMENT BANK AND THE CITY.

Whereas, on August 18, 2016 the City entered into a loan with the Mississippi Development Bank in an amount not to exceed \$25,000,000 (the “Loan”) pursuant to the terms and conditions of that certain loan agreement, dated as of August 18, 2016, by and between the Mississippi Development Bank and the City (the “Loan Agreement”).

Whereas, the City Council of the City now finds it necessary to approve Requisition No. **88** from the Project Fund Construction Account under the Loan in the total aggregate amount of **\$29,788.00** for the purpose of paying Water & Sewer Projects in connection with the loan as more particularly described in Exhibit A.

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

SECTION 1. The City Council of the City hereby authorizes and approves Requisition No. **88** from the Project Fund Construction Account under the Loan in the total aggregate amount of **Twenty-Nine Thousand Seven Hundred Eighty-Eight and 00/100 dollars (\$29,788.00)** for the purpose of paying Water & Sewer Projects in connection with the loan as more particularly described in Exhibit A.

SECTION 2. The City Council hereby directs Regions Bank, as Trustee to disburse funds of Requisition No. **88** in the total aggregate amount **Twenty-Nine Thousand Seven Hundred Eighty-Eight and 00/100 dollars (\$29,788.00)** as authorized herein, as more particularly described in Exhibit A.

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

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

YEAS:

NAYS:

ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the **4th** day of **January, 2022**.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the **4th** day of **January, 2022**.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

EXHIBIT A

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

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

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

REQUISITION NO.: 88

DATE OF REQUISITION: 1/4/2022

Item #	Payee Name & Address	Budget Line Item	Payment Amount	Invoice #	Purpose of Payment
1	Suncoast Infrastructure Inc. P O Box 397 1858 Hwy 49 South Florence, MS 39073	093695.7220.75	27,398.00	Pay Est No. 20	CIPP Project Period: 09/01/21-11/03/21 MB 2019-20
2	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7220.75	517.50	22415	CIPP Project Period: 10/25/21 - 11/27/21 MB 2011-4/89-110 SDW #11256
3	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7245.51	1,872.50	22421	Water Ph II - Palmers Crossing Period: 10/25/21 - 11/27/21 MB 2011-4/89-110 SDW #1273-W007
			<u>29,788.00</u>		



Engineering Progress

December 21, 2021

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

Attn: Lamar Rutland, P.E.

**RE: CIPP Sewer Repair in Various Locations
City of Hattiesburg**

Dear Mr. Rutland:

Enclosed please find Pay Estimate No. 20 in the amount of \$27,398.00 for the above referenced project.

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

Sincerely,

A handwritten signature in blue ink, appearing to read 'K. Wallace'.

Kyle D. Wallace, P.E.
Project Engineer

/md

cc: Suncoast Infrastructure, SDW files

093695.7220.75

MB 2019-20

RECEIVED
12/21/21

APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: S19015-20

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

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

Application Date: 11/10/2021

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

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

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

External Contract No. N/A

Contract Date: 1/11/2019

Application No. : JB App #20

Period From: 9/1/2021

Period To: 11/3/2021

Distribution to :
☐ Owner
☐ Engineer
☐ Contractor
☐
☐

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. Original Contract Sum	\$3,559,581.00
2. Net Change By Change Order	\$488,213.45
3. Contract Sum To Date	\$4,047,794.45
4. Work Completed To Date	\$3,167,452.07
5. Stored Materials Inventory	\$0.00
6. Total Completed and Stored To Date	\$3,167,452.07
7. Retainage	
a. Maximum Retainage is in effect.	
b. Securities are furnished in lieu of Retainage.	\$90,000.00
c. Retainage on Work Completed to Date 2.50 %	\$79,186.30
d. Retainage on Stored Materials Inventory 0.00 %	\$0.00
e. Total Calculated Retainage	\$79,186.30
f. Total Retainage To Be Withheld	\$0.00
8. Total Earned Less Retainage	\$3,167,452.07
9. Less Previous Certificates For Payments	\$3,140,054.07
10. Current Payment Due	\$27,398.00
11. Balance to Finish, Plus Retainage.	\$880,342.38

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

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

CONTRACTOR: Suncoast Infrastructure, Inc.

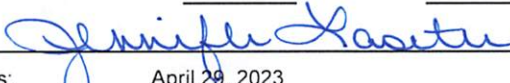
By: 

Date: 11/10/2021

State of: Mississippi

County of: Rankin

Subscribed and sworn to before me this 10th day of November 2021

Notary Public: 

My Commission expires: April 20, 2023



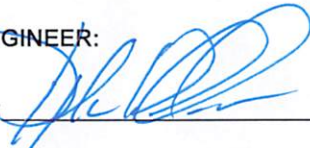
ENGINEER'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ 27,398.00

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

ENGINEER:

By: 

Date: 12/21/2021

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

CONTINUATION SHEET

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

Application No. : JB App #20
Application Date : 11/10/21
Period From: 09/01/21
Period To: 11/03/21
External Contract No.:

Invoice # : S19015-20

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

A B C D E F						G H		I J		K L M N O P					
CURRENT CONTRACT						PREVIOUS WORK		THIS PERIOD		JOB TO DATE					
Item No.	Description of Work	UM	Units	Unit Price	Amount	Units	Amount	Units	Amount	Units	Amount	Stored Materials	Total Completed and Stored	Percent Complete	Balance to Finish
1-1	8" CIPP	LF	4,647.00	\$30.00	\$139,410.00	3,601.00	\$108,030.00	0.00	\$0.00	3,601.00	\$108,030.00	\$0.00	\$108,030.00	77.49%	\$31,380.00
1-2	10" CIPP	LF	200.00	\$31.00	\$6,200.00	314.00	\$9,734.00	0.00	\$0.00	314.00	\$9,734.00	\$0.00	\$9,734.00	157.00%	\$-3,534.00
1-3	CIPP Service Lateral	LF	2,420.00	\$152.00	\$367,840.00	2,430.00	\$369,360.00	0.00	\$0.00	2,430.00	\$369,360.00	\$0.00	\$369,360.00	100.41%	\$-1,520.00
1-4	Remove and Replace Service Lateral	LF	810.00	\$40.00	\$32,400.00	1,204.60	\$48,184.00	0.00	\$0.00	1,204.60	\$48,184.00	\$0.00	\$48,184.00	148.72%	\$-15,784.00
1-5	Cleanout Assembly (As Detailed)	EA	33.00	\$420.00	\$13,860.00	128.00	\$53,760.00	0.00	\$0.00	128.00	\$53,760.00	\$0.00	\$53,760.00	387.88%	\$-39,900.00
1-6	Point Repair (8' - 30' Depth)	EA	3.00	\$14,660.00	\$43,980.00	3.00	\$43,980.00	0.00	\$0.00	3.00	\$43,980.00	\$0.00	\$43,980.00	100.00%	\$0.00
1-7	Manhole Rehabilitation	VF	271.00	\$235.00	\$63,685.00	182.50	\$42,887.50	0.00	\$0.00	182.50	\$42,887.50	\$0.00	\$42,887.50	67.34%	\$20,797.50
1-8	Concrete Road Repair	SY	183.00	\$78.00	\$14,274.00	190.62	\$14,868.36	0.00	\$0.00	190.62	\$14,868.36	\$0.00	\$14,868.36	104.16%	\$-594.36
1-9	Asphalt Road Repair	SY	549.00	\$82.00	\$45,018.00	454.88	\$37,300.16	0.00	\$0.00	454.88	\$37,300.16	\$0.00	\$37,300.16	82.86%	\$7,717.84
1-10	Maintenance of Traffic	LS	1.00	\$10,850.00	\$10,850.00	1.00	\$10,850.00	0.00	\$0.00	1.00	\$10,850.00	\$0.00	\$10,850.00	100.00%	\$0.00
1-11	Mobilization	LS	1.00	\$74,750.00	\$74,750.00	1.00	\$74,750.00	0.00	\$0.00	1.00	\$74,750.00	\$0.00	\$74,750.00	100.00%	\$0.00
1-12	Temporary Erosion Control	LS	1.00	\$800.00	\$800.00	0.75	\$600.00	0.00	\$0.00	0.75	\$600.00	\$0.00	\$600.00	75.00%	\$200.00
1-13	Landscape Restoration	SF	4,050.00	\$0.60	\$2,430.00	1,250.00	\$750.00	0.00	\$0.00	1,250.00	\$750.00	\$0.00	\$750.00	30.86%	\$1,680.00
1-14	CCTV Service Lateral	LF	3,230.00	\$10.50	\$33,915.00	3,240.00	\$34,020.00	0.00	\$0.00	3,240.00	\$34,020.00	\$0.00	\$34,020.00	100.31%	\$-105.00
2-1	8" CIPP	LF	1,938.00	\$30.00	\$58,140.00	1,001.00	\$30,030.00	0.00	\$0.00	1,001.00	\$30,030.00	\$0.00	\$30,030.00	51.65%	\$28,110.00
2-2	10" CIPP	LF	726.00	\$31.00	\$22,506.00	530.00	\$16,430.00	0.00	\$0.00	530.00	\$16,430.00	\$0.00	\$16,430.00	73.00%	\$6,076.00
2-3	CIPP Service Lateral	LF	338.00	\$105.00	\$35,490.00	216.00	\$22,680.00	0.00	\$0.00	216.00	\$22,680.00	\$0.00	\$22,680.00	63.91%	\$12,810.00
2-4	Remove and Replace Service Lateral	LF	113.00	\$40.00	\$4,520.00	581.00	\$23,240.00	0.00	\$0.00	581.00	\$23,240.00	\$0.00	\$23,240.00	514.16%	\$-18,720.00
2-5	Cleanout Assembly (As Detailed)	EA	5.00	\$420.00	\$2,100.00	39.00	\$16,380.00	0.00	\$0.00	39.00	\$16,380.00	\$0.00	\$16,380.00	780.00%	\$-14,280.00
2-6	Point Repair (8' - 30' Depth)	EA	0.00	\$14,660.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
2-7	Protruding Tap to be removed (8' - 30' Depth)	EA	1.00	\$14,660.00	\$14,660.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$14,660.00
2-8	Manhole Rehabilitation	VF	90.80	\$235.00	\$21,338.00	84.60	\$19,881.00	0.00	\$0.00	84.60	\$19,881.00	\$0.00	\$19,881.00	93.17%	\$1,457.00
2-9	Concrete Road Repair	SY	77.00	\$78.00	\$6,006.00	28.22	\$2,201.16	0.00	\$0.00	28.22	\$2,201.16	\$0.00	\$2,201.16	36.65%	\$3,804.84
2-10	Asphalt Road Repair	SY	285.00	\$82.00	\$23,370.00	185.83	\$15,238.06	0.00	\$0.00	185.83	\$15,238.06	\$0.00	\$15,238.06	65.20%	\$8,131.94
2-11	Temporary Erosion Control	LS	1.00	\$800.00	\$800.00	0.75	\$600.00	0.00	\$0.00	0.75	\$600.00	\$0.00	\$600.00	75.00%	\$200.00
2-12	Maintenance of Traffic	LS	1.00	\$10,850.00	\$10,850.00	0.75	\$8,137.50	0.00	\$0.00	0.75	\$8,137.50	\$0.00	\$8,137.50	75.00%	\$2,712.50
2-13	Mobilization	LS	1.00	\$14,200.00	\$14,200.00	0.75	\$10,650.00	0.00	\$0.00	0.75	\$10,650.00	\$0.00	\$10,650.00	75.00%	\$3,550.00
2-14	Landscape Restoration	SF	565.00	\$0.60	\$339.00	1,445.00	\$867.00	0.00	\$0.00	1,445.00	\$867.00	\$0.00	\$867.00	255.75%	\$-528.00
2-15	CCTV Service Lateral	LF	451.00	\$8.50	\$3,833.50	260.00	\$2,210.00	0.00	\$0.00	260.00	\$2,210.00	\$0.00	\$2,210.00	57.65%	\$1,623.50
3-1	8" CIPP	LF	1,832.00	\$30.00	\$54,960.00	1,833.00	\$54,990.00	0.00	\$0.00	1,833.00	\$54,990.00	\$0.00	\$54,990.00	100.05%	\$-30.00
3-2	CIPP Service Lateral	LF	1,090.00	\$152.00	\$165,680.00	504.00	\$76,608.00	0.00	\$0.00	504.00	\$76,608.00	\$0.00	\$76,608.00	46.24%	\$89,072.00

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

Application No. : JB App #20
Application Date : 11/10/21
Period From: 09/01/21
Period To: 11/03/21
External Contract No.:

Invoice # : S19015-20

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

CURRENT CONTRACT						PREVIOUS WORK		THIS PERIOD		JOB TO DATE					
Item No.	Description of Work	UM	Units	Unit Price	Amount	Units	Amount	Units	Amount	Units	Amount	Stored Materials	Total Completed and Stored	Percent Complete	Balance to Finish
3-3	Remove and Replace Service Lateral	LF	363.00	\$40.00	\$14,520.00	409.00	\$16,360.00	0.00	\$0.00	409.00	\$16,360.00	\$0.00	\$16,360.00	112.67%	\$-1,840.00
3-4	Cleanout Assembly (As Detailed)	EA	15.00	\$420.00	\$6,300.00	40.00	\$16,800.00	0.00	\$0.00	40.00	\$16,800.00	\$0.00	\$16,800.00	266.67%	\$-10,500.00
3-5	Point Repair (8' - 30' Depth)	EA	0.00	\$14,660.00	\$0.00	5.00	\$73,300.00	0.00	\$0.00	5.00	\$73,300.00	\$0.00	\$73,300.00	0.00%	\$-73,300.00
3-6	Manhole Rehabilitation	VF	52.90	\$235.00	\$12,431.50	51.50	\$12,102.50	0.00	\$0.00	51.50	\$12,102.50	\$0.00	\$12,102.50	97.35%	\$329.00
3-7	Concrete Road Repair	SY	91.00	\$78.00	\$7,098.00	55.00	\$4,290.00	0.00	\$0.00	55.00	\$4,290.00	\$0.00	\$4,290.00	60.44%	\$2,808.00
3-8	Asphalt Road Repair	SY	274.00	\$82.00	\$22,468.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$22,468.00
3-9	Temporary Erosion Control	LS	1.00	\$800.00	\$800.00	0.75	\$600.00	0.00	\$0.00	0.75	\$600.00	\$0.00	\$600.00	75.00%	\$200.00
3-10	Maintenance of Traffic	LS	1.00	\$14,300.00	\$14,300.00	0.75	\$10,725.00	0.00	\$0.00	0.75	\$10,725.00	\$0.00	\$10,725.00	75.00%	\$3,575.00
3-11	Mobilization	LS	1.00	\$14,200.00	\$14,200.00	0.75	\$10,650.00	0.00	\$0.00	0.75	\$10,650.00	\$0.00	\$10,650.00	75.00%	\$3,550.00
3-12	Landscape Restoration	SF	1,815.00	\$0.60	\$1,089.00	4,151.00	\$2,490.60	0.00	\$0.00	4,151.00	\$2,490.60	\$0.00	\$2,490.60	228.71%	\$-1,401.60
3-13	CCTV Service Lateral	LF	1,453.00	\$10.50	\$15,256.50	1,640.00	\$17,220.00	0.00	\$0.00	1,640.00	\$17,220.00	\$0.00	\$17,220.00	112.87%	\$-1,963.50
4-1	8" CIPP	LF	5,871.00	\$30.00	\$176,130.00	5,223.00	\$156,690.00	0.00	\$0.00	5,223.00	\$156,690.00	\$0.00	\$156,690.00	88.96%	\$19,440.00
4-2	12" CIPP	LF	2,225.00	\$32.00	\$71,200.00	2,038.00	\$65,216.00	0.00	\$0.00	2,038.00	\$65,216.00	\$0.00	\$65,216.00	91.60%	\$5,984.00
4-3	CIPP Service Lateral	LF	675.00	\$105.00	\$70,875.00	426.10	\$44,740.50	0.00	\$0.00	426.10	\$44,740.50	\$0.00	\$44,740.50	63.13%	\$26,134.50
4-4	Remove and Replace Service Lateral	LF	225.00	\$40.00	\$9,000.00	353.00	\$14,120.00	0.00	\$0.00	353.00	\$14,120.00	\$0.00	\$14,120.00	156.89%	\$-5,120.00
4-5	Cleanout Assembly (As Detailed)	EA	9.00	\$420.00	\$3,780.00	18.00	\$7,560.00	0.00	\$0.00	18.00	\$7,560.00	\$0.00	\$7,560.00	200.00%	\$-3,780.00
4-6	Point Repair (8' - 30' Depth)	EA	10.00	\$14,660.00	\$146,600.00	24.00	\$351,840.00	0.00	\$0.00	24.00	\$351,840.00	\$0.00	\$351,840.00	240.00%	\$-205,240.00
4-7	Manhole Rehabilitation	VF	307.00	\$235.00	\$72,145.00	282.30	\$66,340.50	0.00	\$0.00	282.30	\$66,340.50	\$0.00	\$66,340.50	91.95%	\$5,804.50
4-8	Concrete Road Repair	SY	144.00	\$78.00	\$11,232.00	92.70	\$7,230.60	0.00	\$0.00	92.70	\$7,230.60	\$0.00	\$7,230.60	64.38%	\$4,001.40
4-9	Asphalt Road Repair	SY	485.00	\$82.00	\$39,770.00	146.73	\$12,031.86	0.00	\$0.00	146.73	\$12,031.86	\$0.00	\$12,031.86	30.25%	\$27,738.14
4-10	Temporary Erosion Control	LS	1.00	\$800.00	\$800.00	0.75	\$600.00	0.00	\$0.00	0.75	\$600.00	\$0.00	\$600.00	75.00%	\$200.00
4-11	Maintenance of Traffic	LS	1.00	\$5,850.00	\$5,850.00	0.75	\$4,387.50	0.00	\$0.00	0.75	\$4,387.50	\$0.00	\$4,387.50	75.00%	\$1,462.50
4-12	Mobilization	LS	1.00	\$9,200.00	\$9,200.00	0.75	\$6,900.00	0.00	\$0.00	0.75	\$6,900.00	\$0.00	\$6,900.00	75.00%	\$2,300.00
4-13	Landscape Restoration	SF	1,125.00	\$0.60	\$675.00	2,105.00	\$1,263.00	0.00	\$0.00	2,105.00	\$1,263.00	\$0.00	\$1,263.00	187.11%	\$-588.00
4-14	CCTV Service Lateral	LF	900.00	\$8.00	\$7,200.00	787.00	\$6,296.00	0.00	\$0.00	787.00	\$6,296.00	\$0.00	\$6,296.00	87.44%	\$904.00
5-1	CIPP Service Lateral	LF	1,388.00	\$105.00	\$145,740.00	94.00	\$9,870.00	0.00	\$0.00	94.00	\$9,870.00	\$0.00	\$9,870.00	6.77%	\$135,870.00
5-2	Remove and Replace Service Lateral	LF	463.00	\$40.00	\$18,520.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$18,520.00
5-3	Cleanout Assembly (As Detailed)	EA	19.00	\$420.00	\$7,980.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$7,980.00
5-4	Hardy St Road Repair	SY	815.00	\$195.00	\$158,925.00	99.00	\$19,305.00	0.00	\$0.00	99.00	\$19,305.00	\$0.00	\$19,305.00	12.15%	\$139,620.00
5-5	Temporary Erosion Control	LS	1.00	\$800.00	\$800.00	0.75	\$600.00	0.00	\$0.00	0.75	\$600.00	\$0.00	\$600.00	75.00%	\$200.00
5-6	Maintenance of Traffic	LS	1.00	\$30,850.00	\$30,850.00	0.75	\$23,137.50	0.00	\$0.00	0.75	\$23,137.50	\$0.00	\$23,137.50	75.00%	\$7,712.50
5-7	Mobilization	LS	1.00	\$17,500.00	\$17,500.00	0.75	\$13,125.00	0.00	\$0.00	0.75	\$13,125.00	\$0.00	\$13,125.00	75.00%	\$4,375.00

CONTINUATION SHEET

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

Application No. : JB App #20
Application Date : 11/10/21
Period From: 09/01/21
Period To: 11/03/21

Invoice # : S19015-20

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

External Contract No.:

CURRENT CONTRACT						PREVIOUS WORK		THIS PERIOD		JOB TO DATE					
Item No.	Description of Work	UM	Units	Unit Price	Amount	Units	Amount	Units	Amount	Units	Amount	Stored Materials	Total Completed and Stored	Percent Complete	Balance to Finish
5-8	Landscape Restoration	SF	2,315.00	\$0.60	\$1,389.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,389.00
5-9	CCTV Service Lateral	LF	1,851.00	\$8.50	\$15,733.50	1,084.00	\$9,214.00	0.00	\$0.00	1,084.00	\$9,214.00	\$0.00	\$9,214.00	58.56%	\$6,519.50
6-1	8" CIPP	LF	767.00	\$30.00	\$23,010.00	767.00	\$23,010.00	0.00	\$0.00	767.00	\$23,010.00	\$0.00	\$23,010.00	100.00%	\$0.00
6-2	12" CIPP	LF	198.00	\$32.00	\$6,336.00	198.00	\$6,336.00	0.00	\$0.00	198.00	\$6,336.00	\$0.00	\$6,336.00	100.00%	\$0.00
6-3	CIPP Service Lateral	LF	132.00	\$155.00	\$20,460.00	265.00	\$41,075.00	0.00	\$0.00	265.00	\$41,075.00	\$0.00	\$41,075.00	200.76%	\$-20,615.00
6-4	Remove and Replace Service Lateral	LF	44.00	\$40.00	\$1,760.00	403.88	\$16,155.20	0.00	\$0.00	403.88	\$16,155.20	\$0.00	\$16,155.20	917.91%	\$-14,395.20
6-5	Cleanout Assembly (As Detailed)	EA	2.00	\$420.00	\$840.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$840.00
6-6	Manhole Rehabilitation	VF	48.00	\$235.00	\$11,280.00	34.80	\$8,178.00	0.00	\$0.00	34.80	\$8,178.00	\$0.00	\$8,178.00	72.50%	\$3,102.00
6-7	Concrete Road Repair	SY	17.00	\$78.00	\$1,326.00	25.09	\$1,957.02	0.00	\$0.00	25.09	\$1,957.02	\$0.00	\$1,957.02	147.59%	\$-631.02
6-8	Asphalt Road Repair	SY	50.00	\$82.00	\$4,100.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$4,100.00
6-9	Temporary Erosion Control	LS	1.00	\$800.00	\$800.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$800.00
6-10	Maintenance of Traffic	LS	1.00	\$5,850.00	\$5,850.00	0.50	\$2,925.00	0.00	\$0.00	0.50	\$2,925.00	\$0.00	\$2,925.00	50.00%	\$2,925.00
6-11	Mobilization	LS	1.00	\$17,500.00	\$17,500.00	0.50	\$8,750.00	0.00	\$0.00	0.50	\$8,750.00	\$0.00	\$8,750.00	50.00%	\$8,750.00
6-12	Landscape Restoration	SF	220.00	\$0.60	\$132.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$132.00
6-13	CCTV Service Lateral	LF	176.00	\$10.50	\$1,848.00	173.00	\$1,816.50	0.00	\$0.00	173.00	\$1,816.50	\$0.00	\$1,816.50	98.30%	\$31.50
7-1	8" CIPP	LF	1,814.00	\$30.00	\$54,420.00	1,723.00	\$51,690.00	0.00	\$0.00	1,723.00	\$51,690.00	\$0.00	\$51,690.00	94.98%	\$2,730.00
7-2	10" CIPP	LF	1,926.00	\$31.00	\$59,706.00	2,203.00	\$68,293.00	0.00	\$0.00	2,203.00	\$68,293.00	\$0.00	\$68,293.00	114.38%	\$-8,587.00
7-3	CIPP Service Lateral	LF	770.00	\$105.00	\$80,850.00	569.00	\$59,745.00	0.00	\$0.00	569.00	\$59,745.00	\$0.00	\$59,745.00	73.90%	\$21,105.00
7-4	Remove and Replace Service Lateral	LF	257.00	\$40.00	\$10,280.00	159.00	\$6,360.00	0.00	\$0.00	159.00	\$6,360.00	\$0.00	\$6,360.00	61.87%	\$3,920.00
7-5	Cleanout Assembly (As Detailed)	EA	11.00	\$420.00	\$4,620.00	14.00	\$5,880.00	0.00	\$0.00	14.00	\$5,880.00	\$0.00	\$5,880.00	127.27%	\$-1,260.00
7-6	Manhole Rehabilitation	VF	207.00	\$235.00	\$48,645.00	132.50	\$31,137.50	0.00	\$0.00	132.50	\$31,137.50	\$0.00	\$31,137.50	64.01%	\$17,507.50
7-7	Concrete Road Repair	SY	68.00	\$78.00	\$5,304.00	31.00	\$2,418.00	0.00	\$0.00	31.00	\$2,418.00	\$0.00	\$2,418.00	45.59%	\$2,886.00
7-8	Asphalt Road Repair	SY	203.00	\$82.00	\$16,646.00	133.80	\$10,971.60	0.00	\$0.00	133.80	\$10,971.60	\$0.00	\$10,971.60	65.91%	\$5,674.40
7-9	Temporary Erosion Control	LS	1.00	\$800.00	\$800.00	0.75	\$600.00	0.00	\$0.00	0.75	\$600.00	\$0.00	\$600.00	75.00%	\$200.00
7-10	Maintenance of Traffic	LS	1.00	\$5,850.00	\$5,850.00	0.75	\$4,387.50	0.00	\$0.00	0.75	\$4,387.50	\$0.00	\$4,387.50	75.00%	\$1,462.50
7-11	Mobilization	LS	1.00	\$17,500.00	\$17,500.00	0.75	\$13,125.00	0.00	\$0.00	0.75	\$13,125.00	\$0.00	\$13,125.00	75.00%	\$4,375.00
7-12	Landscape Restoration	SF	1,285.00	\$0.60	\$771.00	105.00	\$63.00	0.00	\$0.00	105.00	\$63.00	\$0.00	\$63.00	8.17%	\$708.00
7-13	CCTV Service Lateral	LF	1,027.00	\$8.50	\$8,729.50	979.00	\$8,321.50	0.00	\$0.00	979.00	\$8,321.50	\$0.00	\$8,321.50	95.33%	\$408.00
AA1-1	10" CIPP (1A)	LF	1,158.00	\$31.00	\$35,898.00	682.00	\$21,142.00	0.00	\$0.00	682.00	\$21,142.00	\$0.00	\$21,142.00	58.89%	\$14,756.00
AA1-2	Manhole Rehabilitation (1A)	VF	35.00	\$235.00	\$8,225.00	9.30	\$2,185.50	0.00	\$0.00	9.30	\$2,185.50	\$0.00	\$2,185.50	26.57%	\$6,039.50
AA1-3	8" CIPP (2A)	LF	0.00	\$30.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
AA1-4	Manhole Rehabilitation (2A)	VF	0.00	\$235.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00

CONTINUATION SHEET

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

Application No. : JB App #20
Application Date : 11/10/21
Period From: 09/01/21
Period To: 11/03/21

Invoice # : S19015-20

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

External Contract No.:

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

CONTINUATION SHEET

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

Application No. : JB App #20

Application Date : 11/10/21

Period From: 09/01/21

Period To: 11/03/21

Invoice # : S19015-20

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

External Contract No.:

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
CURRENT CONTRACT						PREVIOUS WORK		THIS PERIOD		JOB TO DATE					
Item No.	Description of Work	UM	Units	Unit Price	Amount	Units	Amount	Units	Amount	Units	Amount	Stored Materials	Total Completed and Stored	Percent Complete	Balance to Finish
5-10	Manhole Rehabilitation (Site 5)	VF	0.00	\$235.00	\$0.00	201.10	\$47,258.50	0.00	\$0.00	201.10	\$47,258.50	\$0.00	\$47,258.50	0.00%	\$-47,258.50
5-11	External Reinstatement of Service (Site 5)	EA	0.00	\$3,416.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
7-14	Point Repair (8-ft ÷ 30-ft Depth) (Site 7)	EA	5.00	\$14,660.00	\$73,300.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$73,300.00
7-15	External Reinstatement of Service (Site 7)	EA	0.00	\$3,416.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
AA1-26	Point Repair (8-ft ÷ 30-ft Depth) (Site 1A)	EA	2.00	\$14,660.00	\$29,320.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$29,320.00
AA1-27	External Reinstatement of Service (Site 1A)	EA	0.00	\$3,416.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
AA1-28	CCTV Mains (Site 2A)	LF	841.30	\$3.35	\$2,818.36	992.50	\$3,324.88	0.00	\$0.00	992.50	\$3,324.88	\$0.00	\$3,324.88	117.97%	\$-506.52
AA1-29	CCTV Mains (Site 3A)	LF	238.20	\$3.35	\$797.97	238.20	\$797.97	0.00	\$0.00	238.20	\$797.97	\$0.00	\$797.97	100.00%	\$0.00
AA1-30	CCTV Mains (Site 4A)	LF	415.60	\$3.35	\$1,392.26	436.40	\$1,461.94	0.00	\$0.00	436.40	\$1,461.94	\$0.00	\$1,461.94	105.00%	\$-69.68
AA1-31	CCTV Mains (Site 5A)	LF	429.30	\$3.35	\$1,438.16	429.30	\$1,438.16	0.00	\$0.00	429.30	\$1,438.16	\$0.00	\$1,438.16	100.00%	\$0.00
AA1-32	External Reinstatement of Service (Site 6A)	EA	0.00	\$3,416.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
AA1-33	External Reinstatement of Service (Site 7A)	EA	0.00	\$3,416.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
8-1	30-in CIPP	LF	245.00	\$320.00	\$78,400.00	510.00	\$163,200.00	0.00	\$0.00	510.00	\$163,200.00	\$0.00	\$163,200.00	208.16%	\$-84,800.00
8-2	Clean and CCTV 30-in	LF	245.00	\$18.00	\$4,410.00	510.00	\$9,180.00	0.00	\$0.00	510.00	\$9,180.00	\$0.00	\$9,180.00	208.16%	\$-4,770.00
8-3	Bypass (RR)	LS	1.00	\$20,100.00	\$20,100.00	1.00	\$20,100.00	0.00	\$0.00	1.00	\$20,100.00	\$0.00	\$20,100.00	100.00%	\$0.00
8-4	Railroad Permit	LS	1.00	\$22,000.00	\$22,000.00	1.00	\$22,000.00	0.00	\$0.00	1.00	\$22,000.00	\$0.00	\$22,000.00	100.00%	\$0.00
8-5	Mobilization (RR)	LS	1.00	\$8,700.00	\$8,700.00	1.00	\$8,700.00	0.00	\$0.00	1.00	\$8,700.00	\$0.00	\$8,700.00	100.00%	\$0.00
13-1	6-in CIPP	LF	434.00	\$45.00	\$19,530.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$19,530.00
13-2	8-in CIPP	LF	1,271.00	\$38.00	\$48,298.00	0.00	\$0.00	721.00	\$27,398.00	721.00	\$27,398.00	\$0.00	\$27,398.00	56.73%	\$20,900.00
13-3	15-in CIPP	LF	278.00	\$87.00	\$24,186.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$24,186.00
13-4	CIPP Service Lateral	LF	75.00	\$250.00	\$18,750.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$18,750.00
13-5	Cleanout Assembly (As Detailed)	EA	7.00	\$680.00	\$4,760.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$4,760.00
13-6a	Protruding Tap to be removed (8Æ - 30Æ Depth) (External)	EA	1.00	\$14,660.00	\$14,660.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$14,660.00
13-6b	Protruding Tap to be removed (8Æ - 30Æ Depth) (Internal)	EA	6.00	\$250.00	\$1,500.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,500.00
13-7	Manhole Rehabilitation	VF	33.00	\$235.00	\$7,755.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$7,755.00
13-8	CCTV Service Lateral	LF	250.00	\$20.00	\$5,000.00	8.00	\$160.00	0.00	\$0.00	8.00	\$160.00	\$0.00	\$160.00	3.20%	\$4,840.00
13-9	Maintenance of Traffic	LS	1.00	\$1,650.00	\$1,650.00	0.50	\$825.00	0.00	\$0.00	0.50	\$825.00	\$0.00	\$825.00	50.00%	\$825.00
13-10	Mobilization	LS	1.00	\$10,500.00	\$10,500.00	0.50	\$5,250.00	0.00	\$0.00	0.50	\$5,250.00	\$0.00	\$5,250.00	50.00%	\$5,250.00

CONTINUATION SHEET

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

Application No. : JB App #20
Application Date : 11/10/21
Period From: 09/01/21
Period To: 11/03/21
External Contract No.:

Invoice # : S19015-20

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

A B C D E F						G H		I J		K L M N O P					
CURRENT CONTRACT						PREVIOUS WORK		THIS PERIOD		JOB TO DATE					
Item No.	Description of Work	UM	Units	Unit Price	Amount	Units	Amount	Units	Amount	Units	Amount	Stored Materials	Total Completed and Stored	Percent Complete	Balance to Finish
15-1	12-in CCTV	LF	612.00	\$3.35	\$2,050.20	626.00	\$2,097.10	0.00	\$0.00	626.00	\$2,097.10	\$0.00	\$2,097.10	102.29%	\$-46.90
15-2	12-in CIPP	LF	612.00	\$32.00	\$19,584.00	626.00	\$20,032.00	0.00	\$0.00	626.00	\$20,032.00	\$0.00	\$20,032.00	102.29%	\$-448.00
15-3	CIPP Service Lateral	LF	180.00	\$400.00	\$72,000.00	42.00	\$16,800.00	0.00	\$0.00	42.00	\$16,800.00	\$0.00	\$16,800.00	23.33%	\$55,200.00
15-4	Cleanout Assembly (As Detailed)	EA	9.00	\$650.00	\$5,850.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$5,850.00
15-5a	Protruding Tap to be removed (8/E - 30/E Depth) (External)	EA	1.00	\$14,660.00	\$14,660.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$14,660.00
15-5b	Protruding Tap to be removed (8/E - 30/E Depth) (Internal)	EA	1.00	\$250.00	\$250.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$250.00
15-6	Manhole Rehabilitation	VF	11.00	\$235.00	\$2,585.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$2,585.00
15-7	CCTV Service Lateral	LF	180.00	\$50.00	\$9,000.00	82.00	\$4,100.00	0.00	\$0.00	82.00	\$4,100.00	\$0.00	\$4,100.00	45.56%	\$4,900.00
15-8	Maintenance of Traffic	LS	1.00	\$850.00	\$850.00	0.50	\$425.00	0.00	\$0.00	0.50	\$425.00	\$0.00	\$425.00	50.00%	\$425.00
15-9	Mobilization	LS	1.00	\$8,500.00	\$8,500.00	0.50	\$4,250.00	0.00	\$0.00	0.50	\$4,250.00	\$0.00	\$4,250.00	50.00%	\$4,250.00
Grand Totals					\$4,047,794.45		\$3,140,054.07		\$27,398.00		\$3,167,452.07	\$0.00	\$3,167,452.07	78.25%	\$880,342.38



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

December 2, 2021
Project No: 11256
Invoice No: 22415

Project Manager Kyle Wallace
Project 11256 CIPP Sewer in Various Locations

Professional Services from October 25, 2021 to November 27, 2021

Phase CM Construction Phase Services

Professional Personnel

	Hours	Rate	Amount	
RESIDENT PROJECT REPRESENTATIVE				
Jackson, Terry	3.00	85.00	255.00	
SENIOR ENGINEER				
Wallace, Kyle	1.50	175.00	262.50	
Totals	4.50		517.50	
Total Labor				517.50
		Total this Phase		\$517.50
		Total this Invoice		\$517.50

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

093695.7220.75
MB 2011-4/89-110



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

December 2, 2021
Project No: 1273-W007
Invoice No: 22421

Project Manager Kyle Wallace
Project 1273-W007 ComSWIP Water Phase II - Palmers Crossing

Professional Services from October 24, 2021 to November 27, 2021

Phase CM Palmer's Crossing - Construction Phase

Professional Personnel

	Hours	Rate	Amount	
CADD TECHNICIAN I				
Sullivan, Richard	2.00	105.00	210.00	
SENIOR ENGINEER				
Wallace, Kyle	9.50	175.00	1,662.50	
Totals	11.50		1,872.50	
Total Labor				1,872.50
		Total this Phase		\$1,872.50
		Total this Invoice		\$1,872.50

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

093695. 7245.51
MB 2011-4/89-110

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

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

CITY OF HATTIESBURG, MISSISSIPPI

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

As Approved by:

Regions Commercial Equipment Finance, LLC
As Purchaser

Authorized Officer

The City Council of the City of Hattiesburg, Mississippi (the “City”) acting for and on behalf of the City, took up for consideration the matter of requesting and authorizing Requisition No. **88** from the Project Fund Construction Account in connection with the loan agreement between the Mississippi Development Bank and the City dated August 18, 2016. After discussion of the subject, Council Member _____ offered and moved for the adoption of the following resolution:

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI (THE “CITY”) AUTHORIZING REQUISITION NO. 88 FROM THE PROJECT FUND CONSTRUCTION ACCOUNT IN CONNECTION WITH THAT CERTAIN LOAN AGREEMENT, DATED AS OF AUGUST 18, 2016, BY AND BETWEEN THE MISSISSIPPI DEVELOPMENT BANK AND THE CITY.

Whereas, on August 18, 2016 the City entered into a loan with the Mississippi Development Bank in an amount not to exceed \$25,000,000 (the “Loan”) pursuant to the terms and conditions of that certain loan agreement, dated as of August 18, 2016, by and between the Mississippi Development Bank and the City (the “Loan Agreement”).

Whereas, the City Council of the City now finds it necessary to approve Requisition No. **88** from the Project Fund Construction Account under the Loan in the total aggregate amount of **\$29,788.00** for the purpose of paying Water & Sewer Projects in connection with the loan as more particularly described in Exhibit A.

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

SECTION 1. The City Council of the City hereby authorizes and approves Requisition No. **88** from the Project Fund Construction Account under the Loan in the total aggregate amount of **Twenty-Nine Thousand Seven Hundred Eighty-Eight and 00/100 dollars (\$29,788.00)** for the purpose of paying Water & Sewer Projects in connection with the loan as more particularly described in Exhibit A.

SECTION 2. The City Council hereby directs Regions Bank, as Trustee to disburse funds of Requisition No. **88** in the total aggregate amount **Twenty-Nine Thousand Seven Hundred Eighty-Eight and 00/100 dollars (\$29,788.00)** as authorized herein, as more particularly described in Exhibit A.

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

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

YEAS:

NAYS:

ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the **4th** day of **January, 2022**.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the **4th** day of **January, 2022**.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

EXHIBIT A

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

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

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

CITY OF HATTIESBURG, MISSISSIPPI

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

As Approved by:

Regions Commercial Equipment Finance, LLC
As Purchaser

Authorized Officer



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, January 4, 2022

Re: Approve Contract with Shows, Dearman and Waits, Inc. for engineering services related to the Arcadia-Sunset Water Improvements PH II project and authorize the Mayor to execute in duplicate.
File Number: 2021-1463
Minute Book #

Summary

Approve contract with Shows, Dearman and Waits, Inc. for engineering services related to the Arcadia-Sunset Water Improvements project and authorize the mayor to execute in duplicate.

Recommendation Statement

I recommend approval of this item.

Please place this on the January 4, 2022 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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National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882
www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005
(202) 347-7474
www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
www.asce.org

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

THIS IS AN AGREEMENT effective as of January 4 , 2022 ("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: Arcadia Sunset Water Improvements Project ("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 areas identified in Attachment A.

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

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

ARTICLE 2 – OWNER’S RESPONSIBILITIES

2.01 *General*

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

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

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

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

3.02 Time for Completion

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

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 Invoices

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

4.02 Payments

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

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

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

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

5.02 *Designing to Construction Cost Limit*

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

5.03 *Opinions of Total Project Costs*

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

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

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

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

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

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

6.02 *Design Without Construction Phase Services*

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

6.03 *Use of Documents*

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

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

6.04 *Electronic Transmittals*

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

6.05 *Insurance*

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

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

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

6.06 *Suspension and Termination*

A. *Suspension:*

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

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

- 1. For cause,

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

6.07 *Controlling Law*

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

6.08 *Successors, Assigns, and Beneficiaries*

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

6.09 *Dispute Resolution*

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

6.10 *Environmental Condition of Site*

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

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

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

6.11 *Shared Negligence*

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

6.12 *Records Retention*

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

6.13 *Miscellaneous Provisions*

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

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

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

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

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

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

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

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

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

B. *Day:*

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

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included:*

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

8.02 *Total Agreement*

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

8.03 *Designated Representatives*

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

8.04 *Engineer's Certifications*

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

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

Owner: City of Hattiesburg

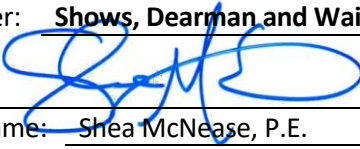
By: _____

Print name: Mayor Toby Barker

Title: Mayor

Date Signed: _____

Engineer: Shows, Dearman and Waits, Inc.

By:  _____

Print name: Shea McNease, P.E.

Title: President

Date Signed: 1/4/2021

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

E-4

State of: Mississippi

Address for Owner's receipt of notices:

P.O. Box 1898

Hattiesburg, MS 39401

Designated Representative (Paragraph 8.03.A):

Lamar Rutland, P.E.

Title: Director of Engineering

Phone Number: 601-545-4540

E-Mail Address: lrutland@hattiesburgms.com

Address for Engineer's receipt of notices:

301 Second Avenue

Hattiesburg, MS 39401

Designated Representative (Paragraph 8.03.A):

Shea McNease, PE

Title: President

Phone Number: 601-544-1821

E-Mail Address: shea@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 **1/4/2022**.

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.

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

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

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

A1.04 *Bidding or Negotiating Phase*

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

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

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

A1.05 *Construction Phase*

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

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

Exhibit A – Engineer's Services

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

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and American Society of Civil Engineers. All rights reserved.

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 1/4/2022.

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 1/4/2022.

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 **\$63,900.00** based upon part-time RPR services on an eight-hour workday, Monday through Friday, over a **90 day** construction schedule.

B. *Compensation for Reimbursable Expenses:*

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

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

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

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

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

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

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

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

- A. Owner shall pay Engineer for Additional Services, if any, as follows:
1. *General:* For services of Engineer's personnel engaged directly on the Project pursuant to Paragraph A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness under Paragraph A2.01.A.20, (which if needed shall be separately negotiated based on the nature of the required consultation or testimony) an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any.
- B. *Compensation For Reimbursable Expenses:*
1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer as mutually agreed upon by both parties.
 2. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of 1.1.
 3. The Reimbursable Expenses Schedule will be adjusted annually (as of January 1, 2021) to reflect equitable changes in the compensation payable to Engineer.
- C. *Other Provisions Concerning Payment for Additional Services:*
1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.2.
 2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's Factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
 3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

This is **Appendix 2 to EXHIBIT C**, consisting of **1** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **1/4/2022**.

Standard Hourly Rates Schedule - 2020

A. *Standard Hourly Rates:*

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

B. *Schedule:*

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

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

This is **EXHIBIT D**, consisting of 5 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated 1/4/2022.

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 1/4/2022.

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.

Arcadia-Sunset Water Improvements

Attachment "A"



Date: 12/27/2021
Project # 12229

Presented By:
sdw Engineering Progress
301 2nd Ave | Hattiesburg, MS 39401 | (p) 601.544.1821



Total - \$710,000.00

Water Replacement - \$660,000.00

Water Service Reconnection - \$50,000.00



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, January 4, 2022

Re: Approve Contract with Shows, Dearman and Waits, Inc. for engineering services related to the Hattiesburg High Area Infrastructure Improvements - Phase I Project and authorize the Mayor to execute in duplicate.
File Number: 2021-1462
Minute Book #

Summary

Approve contract with Shows, Dearman and Waits, Inc. for engineering services related to the Hattiesburg High Area Infrastructure Improvements - Phase I project and authorize the mayor to execute in duplicate.

Recommendation Statement

I recommend approval of this item.

Please place this on the January 4, 2022 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 January 4 , 2022 ("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: Hattiesburg High Area Infrastructure Improvements Project Phase I ("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 areas identified in Attachment A.

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

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

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 *General*

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

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

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

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

3.02 Time for Completion

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

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 Invoices

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

4.02 Payments

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

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

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

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

5.02 *Designing to Construction Cost Limit*

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

5.03 *Opinions of Total Project Costs*

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

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

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

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

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

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

6.02 *Design Without Construction Phase Services*

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

6.03 *Use of Documents*

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

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

6.04 *Electronic Transmittals*

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

6.05 *Insurance*

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

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

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

6.06 *Suspension and Termination*

A. *Suspension:*

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

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

- 1. For cause,

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

6.07 *Controlling Law*

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

6.08 *Successors, Assigns, and Beneficiaries*

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

6.09 *Dispute Resolution*

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

6.10 *Environmental Condition of Site*

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

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

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

6.11 *Shared Negligence*

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

6.12 *Records Retention*

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

6.13 *Miscellaneous Provisions*

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

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

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

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

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

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

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

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

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

B. *Day:*

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

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included:*

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

8.02 *Total Agreement*

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

8.03 *Designated Representatives*

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

8.04 *Engineer's Certifications*

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

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

Owner: City of Hattiesburg

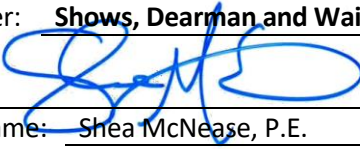
By: _____

Print name: Mayor Toby Barker

Title: Mayor

Date Signed: _____

Engineer: Shows, Dearman and Waits, Inc.

By:  _____

Print name: Shea McNease, P.E.

Title: President

Date Signed: _____

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

E-4

State of: Mississippi

Address for Owner's receipt of notices:

P.O. Box 1898

Hattiesburg, MS 39401

Designated Representative (Paragraph 8.03.A):

Lamar Rutland, P.E.

Title: Director of Engineering

Phone Number: 601-545-4540

E-Mail Address: lrutland@hattiesburgms.com

Address for Engineer's receipt of notices:

301 Second Avenue

Hattiesburg, MS 39401

Designated Representative (Paragraph 8.03.A):

Shea McNease, PE

Title: President

Phone Number: 601-544-1821

E-Mail Address: shea@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 **1/4/2022**.

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.

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

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

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

A1.04 *Bidding or Negotiating Phase*

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

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

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

A1.05 *Construction Phase*

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

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

Exhibit A – Engineer's Services

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

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and American Society of Civil Engineers. All rights reserved.**

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 1/4/2022.

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 1/4/2022.

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 **\$79,450.00** based upon part-time RPR services on an eight-hour workday, Monday through Friday, over a **100 day** construction schedule.

B. Compensation for Reimbursable Expenses:

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

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

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

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

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

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

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

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

- A. Owner shall pay Engineer for Additional Services, if any, as follows:
1. *General:* For services of Engineer's personnel engaged directly on the Project pursuant to Paragraph A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness under Paragraph A2.01.A.20, (which if needed shall be separately negotiated based on the nature of the required consultation or testimony) an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any.
- B. *Compensation For Reimbursable Expenses:*
1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer as mutually agreed upon by both parties.
 2. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of 1.1.
 3. The Reimbursable Expenses Schedule will be adjusted annually (as of January 1, 2021) to reflect equitable changes in the compensation payable to Engineer.
- C. *Other Provisions Concerning Payment for Additional Services:*
1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.2.
 2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's Factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
 3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

This is **Appendix 2 to EXHIBIT C**, consisting of **1** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **1/4/2022**.

Standard Hourly Rates Schedule - 2020

A. *Standard Hourly Rates:*

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

B. *Schedule:*

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

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

This is **EXHIBIT D**, consisting of 5 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated 1/4/2022.

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 1/4/2022.

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 --

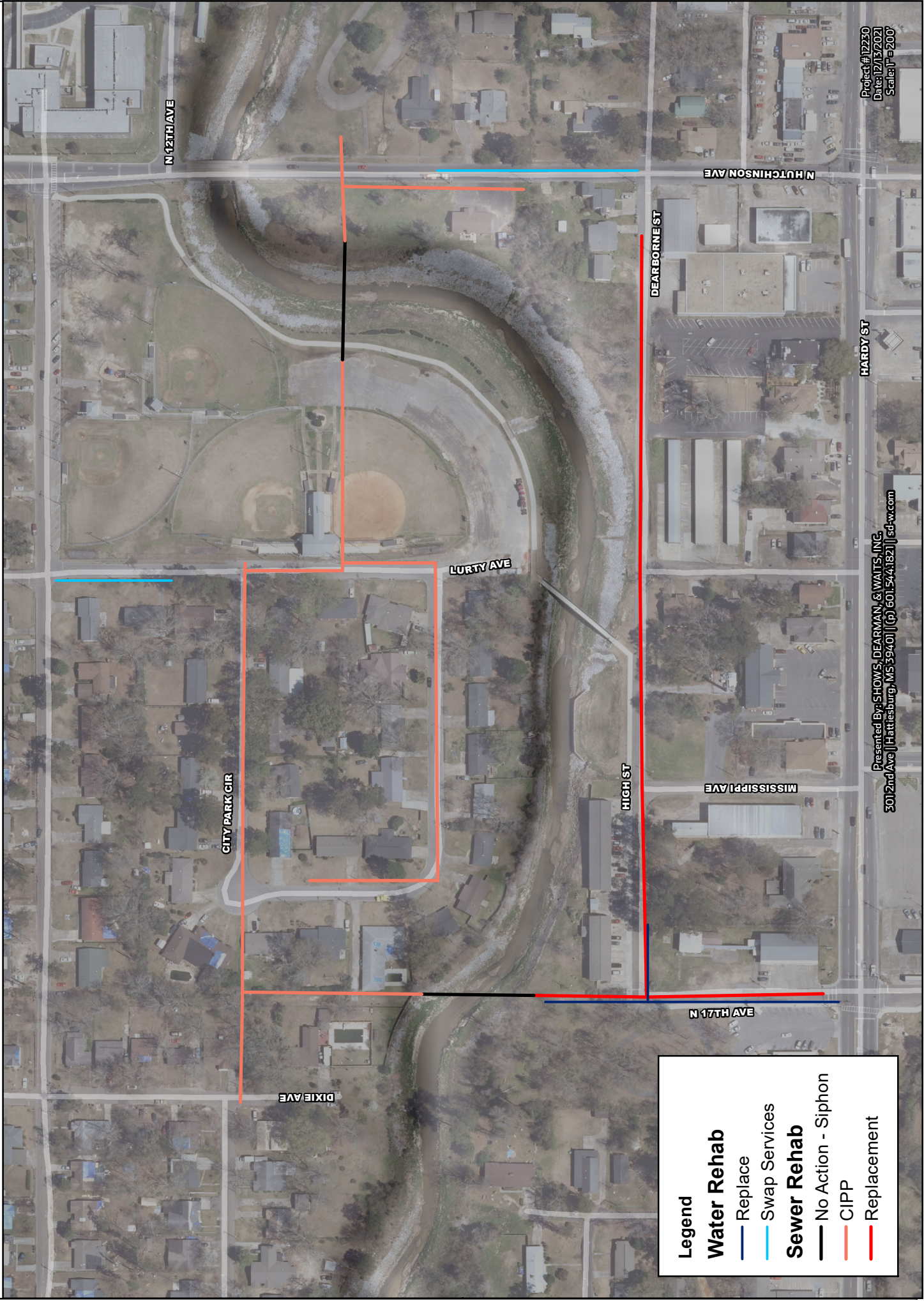
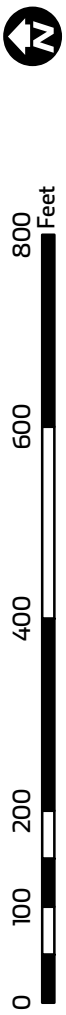
- 1) Each Claim Made \$1,000,000
- 2) Annual Aggregate \$1,000,000

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.

Hattiesburg Highschool Infrastructure Phase I Attachment "A"



Legend

Water Rehab

— Replace

— Swap Services

Sewer Rehab

— No Action - Siphon

— CIPP

— Replacement



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Ann Jones, Chief Administrative Officer

cc:

Date: Tuesday, January 4, 2022

Re: Approve Contract between City of Hattiesburg and Albert & Robinson Architects to provide professional services related to the development of an inclusive playing field and playground and authorize the Mayor to execute the same.
File Number: 2021-1455
Minute Book #

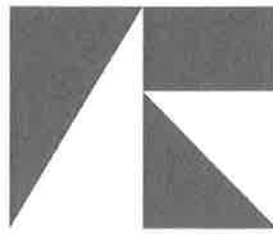
Summary

Approve contract between City of Hattiesburg and Albert & Robinson Architects to provide professional services related to the development of an inclusive playing field and playground.

Recommendation Statement

I recommend this item be place in the Council agenda.

Please place this on the January 4, 2022 City Council meeting for consideration.



ALBERT &
ROBINSON
ARCHITECTS

April 16, 2021

Ann Jones
Chief Administrative Officer
City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

Re: Miracle League of Hattiesburg at Tatum Park

Dear Ann,

Albert & Robinson Architects is excited to be a part of the team helping to make the Miracle League of Hattiesburg a reality. I am personally honored to have been a part of the planning process since its inception. I believe this project will greatly improve the quality of life in the Hattiesburg area for everyone and is much needed, especially during these times.

As you know, our firm along with Show, Dearman & Waits has worked to produce a Schematic Concept Plan for use in fund-raising as well as space determination and scope of work efforts. I have attached this Schematic Concept Plan to this letter for reference. We understand that about half of this project will be funded with private money and the remainder with public funds. The private monies will fund the proprietary materials and labor desired by the Miracle League Board such as the field surface and playground equipment and surface. The public monies will fund the balance of the required construction such as the pedestrian and vehicle pavements, buildings, recreational structures, dugouts, fencing, entrance gateway, site and field lighting, grading, landscaping, and utilities required to service the facility.

Albert & Robinson will provide professional services (including mechanical, plumbing, and electrical) covering the following Scope of Work items based on the attached Schematic Plan:

- Main Concession Building
- Restroom / Storage Building
- Covered Recreational Structures
- Dugouts
- Entrance Gateway

Our professional services will include the following items:

- Design of all Scope of Work items listed above.
- Production of Bid Documents for Public Bid including Drawings and Technical Specifications.
- Coordination of Civil Documents into total Bid Package.
- Any Mechanical, Plumbing, and Electrical Engineering required to meet the local Building Code and City Permit Requirements.
- Production legal Bid Forms and Oversight of Public Bid that includes any required Addenda distribution and Bid Opening and Review procedures.
- Administrative Review of Construction up to the limits allowable by the AIA A201 General Conditions of the Contract. This should include no more than eight (8) site visits for the Scope of Work listed above.

Our Fees to provide the Professional Services for the Scope of Work described above are [\$17,500 architectural] + [\$3,000 mechanical/plumbing] + [\$12,000 electrical] = \$32,500.00 total. We will request one payment for 70% of this amount when the project advertises for bid and the remaining 30% alongside monthly certified Applications for Payment from the General Contractor during construction. This fee does not include Civil Engineering, significant changes to the Scope of Work from that demonstrated in the attached Schematic Concept Plan nor does it include additional services such as Site Plan Review, Printing, or Bid Advertisements. We would be happy provide any of these services hourly in accordance with our attached 2021 Rate Schedule.

With the approval of the terms listed in this letter, Albert & Robinson will prepare an AIA B104 Owner-Architect Agreement with the City of Hattiesburg. This letter will be attached as an Exhibit under Article 13.

Thank you for the opportunity to work with you on the Miracle League at Tatum Park. We can meet any production schedule set forth by the City and we look forward to working with you on this important project.

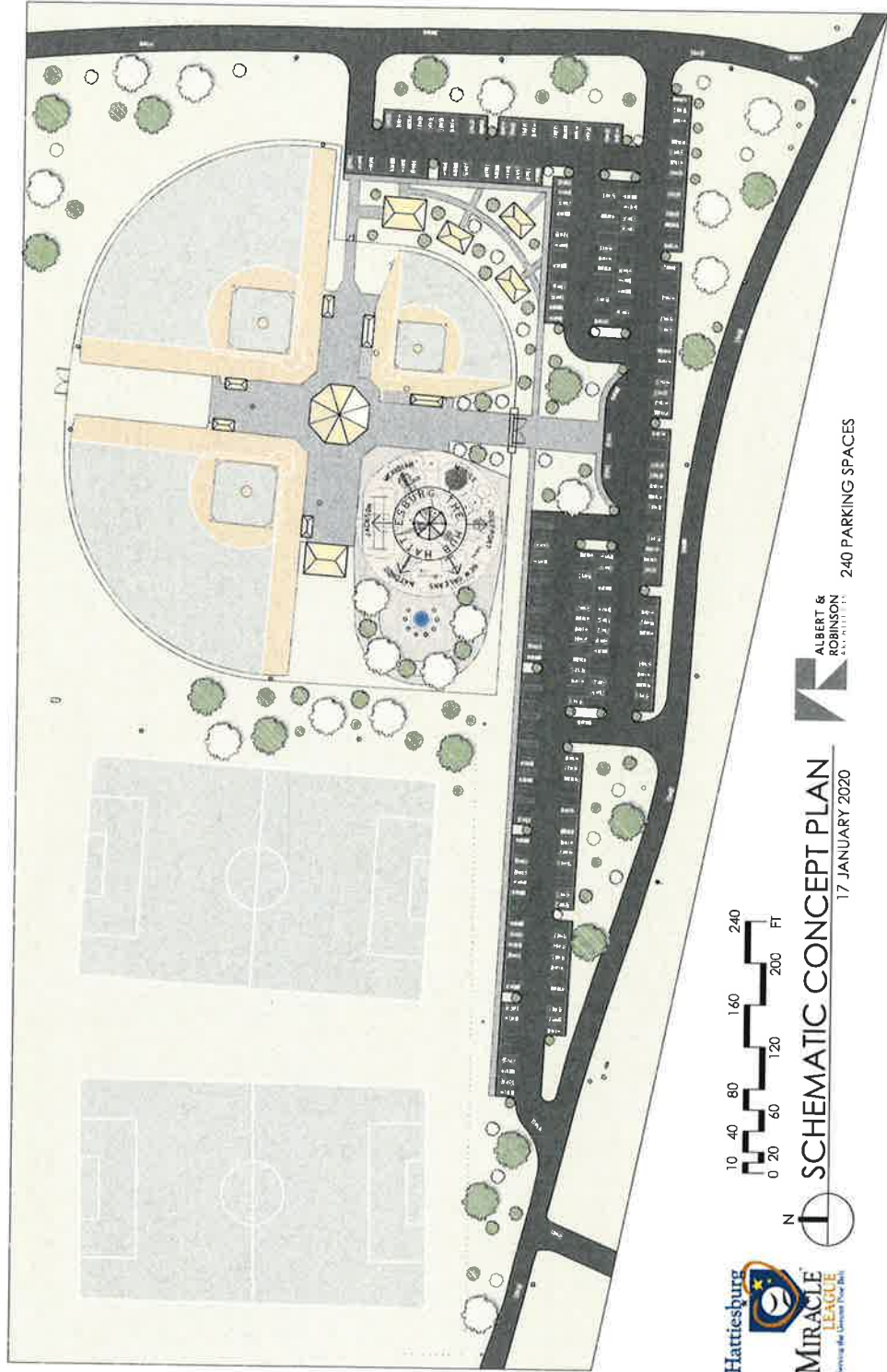
Sincerely,

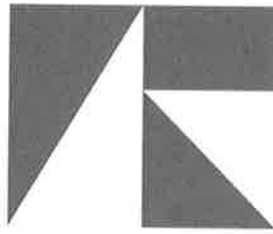
A handwritten signature in blue ink, appearing to read 'Chris L. Robinson', with a stylized flourish extending to the right.

Chris L Robinson, AIA

CC: Project File

Attachments: Schematic Concept Plan
2021 Rate Schedule





**ALBERT &
ROBINSON**
ARCHITECTS

**2021 RATES
HOURLY PROFESSIONAL FEES**

Principal Architect	\$175.00/per hour
Architect	\$125.00/per hour
Interior Designer/Draftsman	\$100.00/per hour
Computer Graphics	\$ 90.00/per hour
Support Staff	\$ 80.00/per hour

Required Structural , Mechanical and Electrical Cost at a rate of Service Times (1.20). 1.5 regular rates for any hours outside the standard business hours of 8 to 5 Monday through Friday. 2.5 regular rates for any and all legal matters.

Value Engineering may be provided as an additional service.

REIMBURSABLE COSTS

(All Reimbursable Invoices will be marked up 20% for processing fee)

PRINTS

Black & White:	Up to 11 x 17	\$ 5.00	Each
Color	Up to 11 x 17	\$ 15.00	Each

All PDF's will be invoiced at the same rate as our printed sheets

PLOTS

Black & White	Up to 36 x 60	\$ 10.00	Each
Color	Up to 36 x 60	\$ 60.00	Each

Add \$75.00 to price of each plot listed above for mounting on foam board

Mileage: Current IRS Rates

Lecture/Presentation/Reports: \$ 2,000.00 - 5,000.00



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Ann Jones, Chief Administrative Officer

cc:

Date: Tuesday, January 4, 2022

Re: Approve Agreement between City of Hattiesburg and Hattiesburg Tourism Alliance for Public Art for the purpose of promoting and supporting local economic development through public art in accordance with Section 21-19-44, Mississippi Code of 1972.
File Number: 2021-1456
Minute Book #

Summary

Approve agreement between City of Hattiesburg and Hattiesburg Tourism Alliance for Public Art for the purpose of promoting and supporting local economic development through public art in accordance with Section 21-19-44, Mississippi Code of 1972.

Recommendation Statement

I recommend this item be placed on the Council Agenda.

Please place this on the January 4, 2022 City Council meeting for consideration.

Hattiesburg Tourism Alliance for Public Art
2022 Memorandum of Understanding

This agreement constitutes a Memorandum of Understanding (MOU) between Hattiesburg Tourism Commission and the City of Hattiesburg for the purpose of promoting and supporting local economic development through the enhancement and expansion of public art through the Hattiesburg Alliance for Public Art.

The City is authorized by Section 21-19-44, Mississippi Code of 1972, as amended and/or supplemented from time to time to execute contracts and agreements with, and to appropriate, contribute and donate to, or expend budgeted funds for, local economic development organizations.

The Hattiesburg Alliance for Public Art is a coalition of local citizens who are passionate about making art available to all, free, and a part of its everyday life. Composed of artists, business people, tourism officials, and community volunteers focus is placed in the power of public art to vitalize a community for its residents and visitors and to foster greater economic development of the local arts economy.

The City of Hattiesburg local governing authority recognizes and has determined that this organization is vital to the local economic development of the Hattiesburg arts economy and cultural tourism. The City of Hattiesburg commits to funding the continued economic development of the local arts economy and cultural tourism by funding \$10,000.00 for FY 2022. The City also agrees to expend in-kind services to provide location and material provisions for public art exhibits, sculpture exhibits and other authorized purposes under this statute.

WITNESS WHEREOF, the parties have executed this agreement

BY: _____	_____
Mayor	Date

BY: _____	_____
Hattiesburg Arts Commision	Date



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Ann Jones, Chief Administrative Officer

cc:

Date: Tuesday, January 4, 2022

Re: Approve Amendment to Agreement between City of Hattiesburg and USA Yeast Company, LLC, extending the term of the contract through March 31, 2022.
File Number: 2021-1457
Minute Book #

Summary

Approve amendment to agreement between City of Hattiesburg and USA Yeast Company, LLC, extending the term of the contract through March 31, 2022

Recommendation Statement

I recommend this item be added to the Council Agenda.

Please place this on the January 4, 2022 City Council meeting for consideration.

**AMENDMENT TO AGREEMENT BETWEEN CITY OF HATTIESBURG,
MISSISSIPPI AND USA YEAST COMPANY, LLC**

This **AMENDMENT TO AGREEMENT BETWEEN** (the “**Amendment**”) is made and entered into as of December __, 2021, (the “**Effective Date**”) by and between **CITY OF HATTIESBURG, MISSISSIPPI** (the “**City**”) and **USA YEAST COMPANY, LLC** (the “**USA Yeast**”).

WHEREAS, on or about December 15, 2011, the City and USA Yeast entered into that certain Agreement (the “**Agreement**”) relative to USA Yeast’s manufacturing facility located within the City;

WHEREAS, the City and USA Yeast desire to amend the Agreement to extend the terms of the agreement from December 31, 2021, to March 31, 2022; and

WHEREAS, the Agreement is hereby incorporated by reference into this Amendment, and capitalized terms not otherwise defined herein shall have the meaning assigned in the Agreement; and

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned do hereby certify and agree as follows:

1. Section 7.1 of the Agreement is amended as follows:

Term. This Agreement shall terminate at 11:59 p.m. CST on March 31, 2022.

2. Except as herein and hereby amended, all terms and provisions of the Agreement shall continue in full force and effect according to the terms thereof and each of the undersigned hereby confirms, accepts and agrees to be bound by the terms of the Agreement as hereby amended.

3. This Amendment may be executed in counterparts and all such counterparts shall constitute one agreement of both parties hereto, notwithstanding that both parties are not signatory to the same counterpart.

[signatures to follow]

IN WITNESS WHEREOF, the City and USA Yeast have signed and delivered this Amendment or have caused this Amendment to be signed and delivered by its duly authorized representative.

USA YEAST COMPANY, LLC

By: _____

(Title)

CITY OF HATTIESBURG, MISSISSIPPI

By: _____
Toby Barker, Mayor

Attest:

Kermas Eaton, City Clerk



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, January 4, 2022

Re: Approve and Declare the purchase of Mission M152 in the amount of \$29,246.00 as a sole source purchase as provided for in Section 31-7-13(viii), of the Mississippi Code of 1972, based on information in the attached letters.
File Number: 2021-1474
Minute Book #

Summary

Recommendation Statement

Please place this on the January 4, 2022 City Council meeting for consideration.



MAYOR
Toby Barker

COUNCIL - WARD ONE
Jeffrey George

COUNCIL - WARD TWO
Deborah Denard Delgado

COUNCIL - WARD THREE
Carter Carroll

COUNCIL - WARD FOUR
Dave Ware

COUNCIL - WARD FIVE
Nicholas Brown

12/29/2021

City Council Members

This letter is to confirm that we need to purchase upgraded hardware Internal units for our Mission SCADA system. J. H. Wright is the supplier of the mission units. This is a sole source buy because the units we currently have can only be upgraded with the same brand of Mission units.

Thanks.

Alan Howe

City of Hattiesburg

Director, Water and Sewer



J.H. Wright & Associates, Inc.

P.O. BOX 1085
DAPHNE, AL 36526
TELEPHONE: (251) 621-1491

FAX (251) 621-8111
www.jhwright.com

December 16th, 2021

*Alan Howe
Utilities Department, City of Hattiesburg
900 James Street
Hattiesburg, MS 39401*

- *Mission Communications Area Distributor*

*Alan,
JH Wright & Associates is the Mississippi distributor for products manufactured by Mission Communications. That distributorship makes us the sole provider of their equipment in the State. Other distributors outside the State are not allowed to sell Mission Communications equipment in the State of Mississippi.*

The Mission M152 Unit is specifically designed to function as an upgrade replacement for the Mission M112 units that have been purchased for the lift station application. No other manufacturer makes a RTU that will work with the existing Mission equipment. All Mission RTU components are designed to integrate with your website software.

If you have any questions or need additional information or clarification please feel free to give me a call.

Sincerely,

*Paul Coletta
Application Engineer*



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, January 4, 2022

Re: Acknowledge bids received December 16, 2021 for the East Side Park Combination Baseball & Football Field Lighting project and accept the bid from Buckhaults Electric Service, LLC in the amount of \$292,900.00; Authorize the mayor to execute contracts when prepared.
File Number: 2021-1465
Minute Book #

Summary

Acknowledge bids received December 16, 2021 for the East Side Park Combination Baseball & Football Field Lighting project and accept the bid from Buckhaults Electric Service, LLC in the amount of \$292,900.00; Authorize the mayor to execute contracts when prepared.

Recommendation Statement

I recommend approval of this item.

Please place this on the January 4, 2022 City Council meeting for consideration.

December 21, 2021
N-S Project No. 16247.000

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

REFERENCE: EAST SIDE PARK COMBO BASEBALL/FOOTBALL FIELD LIGHTING PROJECT
HATTIESBURG, MISSISSIPPI

Dear Mayor Barker:

Enclosed for your records is one (1) copy of the Certified Bid Tabulation for the bids received for the referenced project. As you are aware, there were four (4) bids submitted, opened, and read at the bid opening on December 16th, 2021, at 10:00 am. Upon review and tabulation of the bid received and opened, Buckhaults Electric, was the low bidder in the amount of \$292,900.00.

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

Sincerely,

NEEL-SCHAFFER, INC.



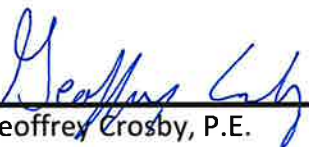
Geoffrey Crosby, P.E.
Senior Project Manager

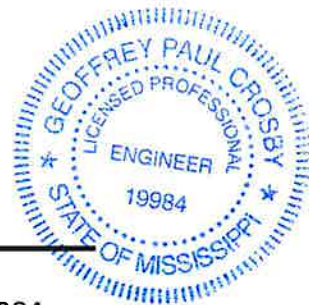
Enclosures

CITY OF HATTIESBURG
EAST SIDE PARK COMBO BASEBALL / FOOTBALL FIELD LIGHTING PROJECT
FORREST COUNTY, MISSISSIPPI

				Buckhaults Electric 600 Harrison Street Ellisville, MS 39437		Doleac Electric 1120 Finlo Drive Hattiesburg, MS 39403		Weaver Electric 8289 Canal Road Gulfport, MS 39503		Powell Construction 17300 Springlake Drive W Vanceleave, MS 39565	
Pay Item	Description	Qty	Unit	Unit Price	Price Extension	Unit Price	Price Extension	Unit Price	Price Extension	Unit Price	Price Extension
1	East Side Park Combo Baseball / Football Field Lighting Project	1	Lump Sum	\$292,900.00	\$292,900.00	\$299,000.00	\$299,000.00	\$299,350.00	\$299,350.00	\$314,700.00	\$314,700.00
TOTAL BASE BID \$					\$292,900.00		\$299,000.00		\$299,350.00		\$314,700.00

I certify this to be a true & accurate Bid Tabulation of bids received @ 10:00a.m., Thursday, December 16th, 2021 for the City of Hattiesburg East Side Park Combo Baseball / Football Field Lighting Project.


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





Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, January 4, 2022

Re: Acknowledge receipt of closing documents for the St. Annes Drive Culvert Repair project, Approve payment of final pay estimate, and Approve final acceptance of project.
File Number: 2021-1468
Minute Book #

Summary

Acknowledge receipt of closing documents for the St. Annes Drive Culvert Repair project, Approve payment of final pay estimate, and Approve final acceptance of project.

Recommendation Statement

I recommend approval of this item.

Please place this on the January 4, 2022 City Council meeting for consideration.



Engineering Progress

December 22, 2021

City of Hattiesburg
PO Box 1898
Hattiesburg MS 39403-1898

Attn: Lamar Rutland, P.E.

RE: St. Annes Drive Culvert Repair
FEMA-DR-4415-MS
Hattiesburg, MS

Dear Mr. Rutland:

This is to certify the above referenced project has been completed in accordance with the previously approved plans and specifications.

Enclosed are the following documents:

1. The final estimate no. 2 for the contractor in the amount of ~~\$20,109.80~~ ^{# 19,982.88}
2. Contractor's Certificate of Substantial Completion
3. Contractor's Affidavit of Release of Liens
4. Contractor's Affidavit of Payment of Debts
5. Consent of Surety to final Payment
6. Warranty Letter
7. Guarantee of Work Letter
8. Release of Claims Letter

Please do not hesitate to contact me should you have questions or comments.

Sincerely,

Nicholas M. Connolly, P.E., P.L.S.
Project Engineer

/md

enclosures

RECEIVED
12/27/21

PAYMENT APPLICATION

Page 1

TO:	200 FORREST STREET HATTIESBURG, MS 39401 Attn: Accounts Payable	PROJECT NAME AND LOCATION:	FEMA-DR-4415-MS ST ANNES DRIVE CULVERT REPAIR HATTIESBURG, MS	APPLICATION #	2 Final	Distribution to:
FROM:	Walker Construction, LLC 344 Hwy 13 Wiggins, MS 39577	ARCHITECT:		PERIOD THRU:	10/13/2021	☐ OWNER
FOR:	CITY OF HATTIESBURG			PROJECT #s:		☐ ARCHITECT
				DATE OF CONTRACT:	02/11/2021	☐ CONTRACTOR
						☐

CONTRACTOR'S SUMMARY OF WORK

Application is made for payment as shown below.
Continuation Page is attached.

1. CONTRACT AMOUNT	\$207,316.00
2. SUM OF ALL CHANGE ORDERS	\$9,000.00
3. CURRENT CONTRACT AMOUNT (Line 1 +/- 2)	\$216,316.00
4. TOTAL COMPLETED AND STORED (Column G on Continuation Page)	\$228,657.60
5. RETAINAGE:	
a. 0.00% of Completed Work (Columns D + E on Continuation Page)	\$0.00
b. 0.00% of Material Stored (Column F on Continuation Page)	\$0.00
Total Retainage (Line 5a + 5b or Column I on Continuation Page)	\$0.00
6. TOTAL COMPLETED AND STORED LESS RETAINAGE (Line 4 minus Line 5 Total)	\$228,657.60
7. LESS PREVIOUS PAYMENT APPLICATIONS	\$208,674.72
8. PAYMENT DUE	\$19,982.88
9. BALANCE TO COMPLETION (Line 3 minus Line 6)	(\$12,341.60)

SUMMARY OF CHANGE ORDERS	ADDITIONS	DEDUCTIONS
Total changes approved in previous months	\$0.00	\$0.00
Total approved this month	\$9,000.00	\$0.00
TOTALS	\$9,000.00	\$0.00
NET CHANGES	\$9,000.00	

Contractor's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) the Work has been performed as required in the Contract Documents, (2) all sums previously paid to Contractor under the Contract have been used to pay Contractor's costs for labor, materials and other obligations under the Contract for Work previously paid for, and (3) Contractor is legally entitled to this payment.

CONTRACTOR: Walker Construction, LLC

By: Elaine Walker Date: 10/13/2021

State of: Mississippi

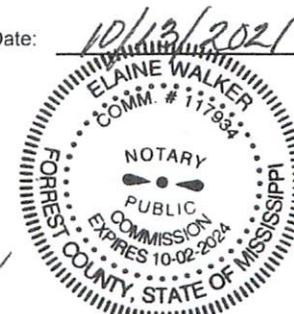
County of: Forrest

Subscribed and sworn to before

me this 13th day of Oct 2021

Notary Public: Elaine Walker

My Commission Expires: October 2, 2024



ARCHITECT'S CERTIFICATION

Architect's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) Architect has inspected the Work represented by this Application, (2) such Work has been completed to the extent indicated in this Application, and the quality of workmanship and materials conforms with the Contract Documents, (3) this Application for Payment accurately states the amount of Work completed and payment due therefor, and (4) Architect knows of no reason why payment should not be made.

CERTIFIED AMOUNT..... \$19,982.88

(If the certified amount is different from the payment due, you should attach an explanation. Initial all the figures that are changed to match the certified amount.)

ARCHITECT:

By: Michael R. Walker Date: 12-28-2021

Neither this Application nor payment applied for herein is assignable or negotiable. Payment shall be made only to Contractor, and is without prejudice to any rights of Owner or Contractor under the Contract Documents or otherwise.

CONTINUATION PAGE

Page 2 of 3

PROJECT: FEMA-DR-4415-MS
ST ANNES DRIVE CULVERT REPAIR

APPLICATION #: 2 Final
DATE OF APPLICATION: 10/13/2021
PERIOD THRU: 10/13/2021
PROJECT #s:

Payment Application containing Contractor's signature is attached.

A	B	C		D		E		F		G		H		I
ITEM #	WORK DESCRIPTION	SCHEDULED AMOUNT		COMPLETED WORK		STORED MATERIALS (NOT IN D OR E)		TOTAL COMPLETED AND STORED (D + E + F)	% COMP (G / C)	BALANCE TO COMPLETION (C-G)	RETAINAGE (If Variable)			
				AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD									
		QTY	\$ AMT											
1	REMOVAL OF ASPHALT \$4.00 PER Sq. Yd.	191.40	\$765.60	\$765.60	\$0.00	\$0.00	\$0.00	\$765.60	100%	\$0.00				
2	REMOVAL OF CURB AND \$4.00 PER LF	152.60	\$610.40	\$744.00	\$0.00	\$0.00	\$0.00	\$744.00	122%	(\$133.60)				
3	REMOVAL OF STORM INLET & \$300.00 PER Each	1.00	\$300.00	\$300.00	\$0.00	\$0.00	\$0.00	\$300.00	100%	\$0.00				
4	REMOVAL OF 24" CORRUGATED \$5.00 PER LF	180.00	\$900.00	\$900.00	\$0.00	\$0.00	\$0.00	\$900.00	100%	\$0.00				
5	UNCLASSIFIED EXCAVATION \$5.00 PER CY	335.00	\$1,675.00	\$1,675.00	\$0.00	\$0.00	\$0.00	\$1,675.00	100%	\$0.00				
6	BORROW \$10.00 PER CY	40.00	\$400.00	\$400.00	\$0.00	\$0.00	\$0.00	\$400.00	100%	\$0.00				
7	GRASSING TEMP AND \$2,000.00 PER LS	1.00	\$2,000.00	\$2,000.00	\$0.00	\$0.00	\$0.00	\$2,000.00	100%	\$0.00				
8	TEMP EROSION CONTROL \$2,000.00 PER LS	1.00	\$2,000.00	\$2,000.00	\$0.00	\$0.00	\$0.00	\$2,000.00	100%	\$0.00				
9	SIZE 610 CRUSHED STONE \$100.00 PER CY	64.20	\$6,420.00	\$6,420.00	\$0.00	\$0.00	\$0.00	\$6,420.00	100%	\$0.00				
10	NON REINFORCED 4000PSI \$125.00 PER SY	191.40	\$23,925.00	\$23,925.00	\$0.00	\$0.00	\$0.00	\$23,925.00	100%	\$0.00				
11	CONCRETE CURB AND GUTTER \$35.00 PER LF	152.00	\$5,320.00	\$6,510.00	\$0.00	\$0.00	\$0.00	\$6,510.00	122%	(\$1,190.00)				
12	10'X4' PRECAST CONCRETE BOX \$1,025.00 PER LF	72.00	\$73,800.00	\$73,800.00	\$0.00	\$0.00	\$0.00	\$73,800.00	100%	\$0.00				
13	10'X4' PRECAST CONCRETE BOX \$16,200.00 PER Each	2.00	\$32,400.00	\$32,400.00	\$0.00	\$0.00	\$0.00	\$32,400.00	100%	\$0.00				
14	LOOSE RIPRAP 200 LB \$100.00 PER Ton	28.00	\$2,800.00	\$14,818.00	\$0.00	\$0.00	\$0.00	\$14,818.00	529%	(\$12,018.00)				
15	WATER UTILITY ADJUSTMENT \$1,000.00 PER LS	1.00	\$1,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$1,000.00				
16	CONSTRUCTION STAKING \$1,000.00 PER LS	1.00	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00	100%	\$0.00				
	SUB-TOTALS		\$155,316.00	\$167,657.60	\$0.00	\$0.00	\$0.00	\$167,657.60	108%	(\$12,341.60)				

CONTINUATION PAGE

Quantum Software Solutions, Inc. Document

CONTINUATION PAGE

Page 3 of 3

PROJECT: FEMA-DR-4415-MS
ST ANNES DRIVE CULVERT REPAIR

APPLICATION #: 2 Final
DATE OF APPLICATION: 10/13/2021
PERIOD THRU: 10/13/2021
PROJECT #s:

Payment Application containing Contractor's signature is attached.

A	B	C		D	E	F	G		H	I
ITEM #	WORK DESCRIPTION	SCHEDULED AMOUNT	COMPLETED WORK		STORED MATERIALS (NOT IN D OR E)	TOTAL COMPLETED AND STORED (D + E + F)	% COMP (G / C)	BALANCE TO COMPLETION (C-G)	RETAINAGE (If Variable)	
			AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD						
		QTY	\$ AMT							
17	MAINTENANCE OF TRAFFIC \$15,000.00 PER LS	1.00	\$15,000.00	\$15,000.00	\$0.00	\$0.00	\$15,000.00	100%	\$0.00	
18	MOBILIZATION \$37,000.00 PER LS	1.00	\$37,000.00	\$37,000.00	\$0.00	\$0.00	\$37,000.00	100%	\$0.00	
19	7 DAY DOWN TIME \$9,000.00 PER Each	1.00	\$9,000.00	\$0.00	\$9,000.00	\$0.00	\$9,000.00	100%	\$0.00	
			</							

CONTINUATION PAGE

Quantum Software Solutions, Inc. Document

CONTINUATION PAGE

Page 2 of 3

PROJECT: FEMA-DR-4415-MS
ST ANNES DRIVE CULVERT REPAIR

APPLICATION #: 2 Final
DATE OF APPLICATION: 10/13/2021
PERIOD THRU: 10/13/2021
PROJECT #s:

Payment Application containing Contractor's signature is attached.

A	B	C	D	E	F	G		H	I
ITEM #	WORK DESCRIPTION	SCHEDULED AMOUNT	COMPLETED WORK		STORED MATERIALS (NOT IN D OR E)	TOTAL COMPLETED AND STORED (D + E + F)	% COMP. (G / C)	BALANCE TO COMPLETION (C-G)	RETAINAGE (If Variable)
			AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD					
1	REMOVAL OF ASPHALT PAVEMENT ALL DEPTHS	\$765.60	\$765.60	\$0.00	\$0.00	\$765.60	100%	\$0.00	
2	REMOVAL OF CURB AND GUTTER ALL TYPES	\$610.40	\$744.00	\$0.00	\$0.00	\$744.00	122%	(\$133.60)	
3	REMOVAL OF STORM INLET & GRATE	\$300.00	\$300.00	\$0.00	\$0.00	\$300.00	100%	\$0.00	
4	REMOVAL OF 24" CORRUGATED PLASTIC PIPE	\$900.00	\$900.00	\$0.00	\$0.00	\$900.00	100%	\$0.00	
5	UNCLASSIFIED EXCAVATION	\$1,675.00	\$1,675.00	\$0.00	\$0.00	\$1,675.00	100%	\$0.00	
6	BORROW EXCAVATION,LVM,CLASS9,GRO	\$400.00	\$400.00	\$0.00	\$0.00	\$400.00	100%	\$0.00	
7	GRASSING TEMP AND PERMANENT, MULCH AND	\$2,000.00	\$2,000.00	\$0.00	\$0.00	\$2,000.00	100%	\$0.00	
8	TEMP EROSION CONTROL MEASURES	\$2,000.00	\$2,000.00	\$0.00	\$0.00	\$2,000.00	100%	\$0.00	
9	SIZE 610 CRUSHED STONE BASE	\$6,420.00	\$6,420.00	\$0.00	\$0.00	\$6,420.00	100%	\$0.00	
10	NON REINFORCED 4000PSI CONCRETE PAVEMENT	\$23,925.00	\$23,925.00	\$0.00	\$0.00	\$23,925.00	100%	\$0.00	
11	CONCRETE CURB AND GUTTER	\$5,320.00	\$6,510.00	\$0.00	\$0.00	\$6,510.00	122%	(\$1,190.00)	
12	10'X4'PRECAST CONCRETE BOX CULVERT	\$73,800.00	\$73,800.00	\$0.00	\$0.00	\$73,800.00	100%	\$0.00	
13	10'X4'PRECAST CONCRETE BOX CULVERT END SECTION	\$32,400.00	\$32,400.00	\$0.00	\$0.00	\$32,400.00	100%	\$0.00	
14	LOOSE RIPRAP 200 LB	\$2,800.00	\$14,818.00	\$0.00	\$0.00	\$14,818.00	529%	(\$12,018.00)	
15	WATER UTILITY ADJUSTMENT	\$1,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$1,000.00	
16	CONSTRUCTION STAKING	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$1,000.00	100%	\$0.00	
	SUB-TOTALS	\$155,316.00	\$167,657.60	\$0.00	\$0.00	\$167,657.60	108%	(\$12,341.60)	

CONTINUATION PAGE

Quantum Software Solutions, Inc. Document

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Page 3 of 3

Payment Application containing Contractor's signature is attached.

A	B	C	D	E	F	G		H	I
ITEM #	WORK DESCRIPTION	SCHEDULED AMOUNT	COMPLETED WORK		STORED MATERIALS (NOT IN D OR E)	TOTAL COMPLETED AND STORED (D + E + F)	% COMP. (G / C)	BALANCE TO COMPLETION (C-G)	RETAINAGE (If Variable)
			AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD					
17	MAINTENANCE OF TRAFFIC	\$15,000.00	\$15,000.00	\$0.00	\$0.00	\$15,000.00	100%	\$0.00	
18	MOBILIZATION	\$37,000.00	\$37,000.00	\$0.00	\$0.00	\$37,000.00	100%	\$0.00	
19	7 DAY DOWN TIME	\$9,000.00	\$0.00	\$9,000.00	\$0.00	\$9,000.00	100%	\$0.00	
			</						

**CERTIFICATE OF
SUBSTANTIAL
COMPLETION**

AIA Document G704

OWNER
ARCHITECT
CONTRACTOR
FIELD
OTHER

☐
☐
☐
☐
☐

PROJECT: STANNES CULVERT REPAIR
(name, address) HATTIESBURG, MS

ARCHITECT:

ARCHITECT'S PROJECT NO:

TO (Owner)

CITY OF HATTIESBURG
200 FORREST STREET
HATTIESBURG, MS 39401

CONTRACTOR: WALKER CONSTRUCTION, LLC
CONTRACT FOR: ST. ANNES DR CULVERT REPAIR

CONTRACT DATE: 2/11/2021

DATE OF ISSUANCE: 10/13/21

PROJECT OR DESIGNATED AREA SHALL INCLUDE:

That Work performed under this Contract has been reviewed and found to be substantially complete. The Date of Substantial Completion is hereby established as OCTOBER 1, 2021 which also the date of commencement of all warranties and guarantees required by the Contract Documents.

DEFINITION OF DATE OF SUBSTANTIAL COMPLETION

The Date of Substantial Completion of the Work or designated portion thereof is the Date certified by the Architect when construction is sufficiently complete, in accordance with the Contract Documents, so the Owner may occupy the Work or designated portion thereof for the use for which it is intended.

A list of items to be completed or corrected, prepared by the Contractor and verified and amended by the Architect, is appended hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

[Signature] ARCHITECT BY Nicholas Connolly DATE 12/2/2021

The Contractor will complete or correct the Work on the list of items appended hereto within _____ days from the above Date of Substantial Completion.

WALKER CONSTRUCTION, LLC CONTRACTOR BY [Signature] DATE 10/13/21

The Owner accepts the Work or designated portion thereof as substantially complete and will assume full possession thereof at _____ (time) on _____ (date).

The responsibilities of the Owner and the Contractor for maintenance, heat, utilities and insurance shall be as follows:
(NOTE - Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage)

**CONTRACTOR'S
AFFIDAVIT OF
RELEASE OF LIENS**
AIA Document G706A

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☒
SURETY ☐
OTHER ☐

TO (Owner)

CITY OF HATTIESBURG
200 FORREST ST.
HATTIESBURG, MS
39401

ARCHITECT'S PROJECT NO. FEMA-DR-4415-MS

CONTRACT FOR: CULVERT REPAIR

CONTRACT DATE: 2-11-2021

PROJECT:

(name, address)

ST. ANNES DRIVE
CULVERT REPAIR, HATTIESBURG, MS

State of:

Mississippi

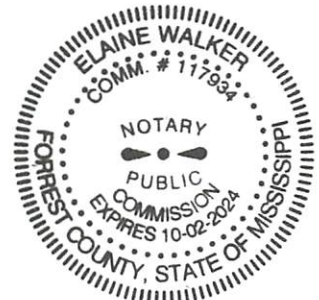
County of:

FORREST

The undersigned, pursuant to Article 9 of the General Conditions of the Contract for Construction, AIA Document A201, hereby certifies that, the best of his knowledge, information and belief, except as listed below, the Releases of Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS: (If none, write "None". If required by the Owner, the Contractor shall furnish bond satisfactory to the Owner for each exception.)

None



SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment
2. Separate Releases or Waivers of Liens from Subcontractors And material and equipment suppliers, to the extent Required by the Owner, accompanied by the list thereof.

CONTRACTOR: WALKER CONSTRUCTION, LLC

Address:

344 Hwy 13
Wiggins, MS 39577

BY:

Subscribed and sworn to before me this

13th day of Oct 20 21

Notary Public:

My Commission Expires:

Elaine Walker
10/2/2024

RECEIVED
FEDERAL BUREAU OF INVESTIGATION
U.S. DEPARTMENT OF JUSTICE
WASHINGTON, D.C. 20535

RECEIVED
FEDERAL BUREAU OF INVESTIGATION
U.S. DEPARTMENT OF JUSTICE
WASHINGTON, D.C. 20535

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED

DATE 11-12-2009 BY 60322 UCBAW

EXEMPT FROM AUTOMATIC DOWNGRADING AND DECLASSIFICATION

CONFIDENTIAL
EXEMPT FROM AUTOMATIC DOWNGRADING AND DECLASSIFICATION

DATE 11-12-2009 BY 60322 UCBAW

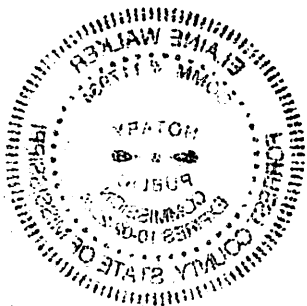
ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED

DATE 11-12-2009 BY 60322 UCBAW

EXEMPT FROM AUTOMATIC DOWNGRADING AND DECLASSIFICATION

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ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED
DATE 11-12-2009 BY 60322 UCBAW
EXEMPT FROM AUTOMATIC DOWNGRADING AND DECLASSIFICATION

CONTRACTOR'S
AFFIDAVIT OF
PAYMENT OF
DEBTS AND CLAIMS

AIA Document G706

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
SURETY ☐
OTHER ☐

TO (Owner)

CITY OF HATTIESBURG
200 FORREST ST.
HATTIESBURG, MS
39401

ARCHITECT'S PROJECT NO: FEMA-DR-4415-MS

CONTRACT FOR: CULVERT REPAIR

CONTRACT DATE: 2-11-2021

PROJECT:

(name, address)

ST ANNES DRIVE
CULVERT REPAIR, HATTIESBURG, MS

State of:

Mississippi

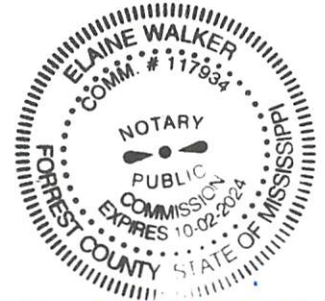
County of:

FORREST

The undersigned, pursuant to Article 9 of the General Conditions of the Contract for Construction, AIA Document A201, hereby certifies that, except as listed below, he has paid in full or has otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his property might in any way be held responsible.

EXCEPTIONS: (If none, write "None". If required by the Owner, the Contractor shall furnish bond satisfactory to the Owner for each exception.)

None



SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Consent of Surety to Final Payment Whenever Surety is involved, Consent of Surety is required. AIA DOCUMENT G707, CONSENT OF SURETY, may be used for this purpose. Indicate attachment: (yes) (no).

The following supporting documents should be attached Hereto if required by the Owner:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
3. Contractor's Affidavit of Release of Liens (AIA DOCUMENT G706A).

CONTRACTOR: WALKER CONSTRUCTION

344 HWY 13
Address: NIGBINS, MS 39577

BY:

Elaine Walker

Subscribed and sworn to before me this

13th day of Oct 2021

Notary Public:

Elaine Walker

My Commission Expires:

10/2/2024

CONSENT OF SURETY TO FINAL PAYMENT

ALA Document G707

OWNER	☐
ARCHITECT	☐
CONTRACTOR	☐
SURETY	☐
OTHER	☐

Bond No. GSA1400224

TO OWNER:
(Name and address)

City of Hattiesburg

MS

PROJECT:
(Name and address)

ST. ANNES DRIVE CULVERT REPAIR FEMA-DR-4415-FL, HATTIESBURG, MISSISSIPPI

ARCHITECT'S PROJECT NO.:

CONTRACT FOR:

CONTRACT DATED:

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

The Gray Casualty & Surety Company
P.O. Box 6202
Metairie, LA 70009-6202

on bond of
(Insert name and address of Contractor)

Walker Construction, LLC
344 Hwy 13
Wiggins, MS 39577

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of
any of its obligations to
(Insert name and address of Owner)

City of Hattiesburg

MS

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: October 13, 2021
(Insert in writing the month followed by the numeric date and year.)

Attest:
(Seal):



The Gray Casualty & Surety Company

(Surety)

By:

(Signature of authorized representative)

Fielden Mitts

(Printed name and title)

Attorney-in-Fact

**THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY
GENERAL POWER OF ATTORNEY**

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: Fielden Mitts

on behalf of each of the Companies named above its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$10,000,000.

Surety Bond Number: GSA1400224

Principal: Walker Construction, LLC

Obligee: City of Hattiesburg

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 12th day of September, 2011.



By:

Michael T. Gray
Michael T. Gray
President, The Gray Insurance Company
and
Vice President,
The Gray Casualty & Surety Company

Attest:

Mark S. Manguno
Mark S. Manguno
Secretary,
The Gray Insurance Company,
The Gray Casualty & Surety Company



State of Louisiana

ss:

Parish of Jefferson

On this 12th day of September, 2011, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company and Vice President of The Gray Casualty & Surety Company, and Mark S. Manguno, Secretary of The Gray Insurance Company and The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.



Lisa S. Millar

Lisa S. Millar, Notary Public, Parish of Orleans
State of Louisiana

My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company and The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 13th day of October, 2021.



Mark S. Manguno

Mark S. Manguno, Secretary
The Gray Insurance Company
The Gray Casualty & Surety Company

Jamie Walker
344 Highway 13
Wiggins, MS 39577



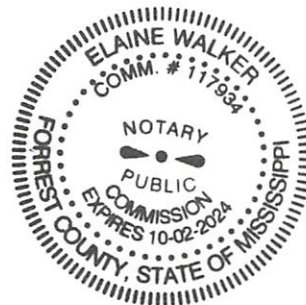
Phone: 601-408-5251
Fax: 601-928-4397
jamiewconst@gmail.com

DATE: OCTOBER 13, 2021
TO: CITY OF HATTIESBURG
RE: ST. ANNES DRIVE CULVERT REPAIR
FEMA-DR-4415-MS

WE HERBY GUARANTEE ALL WORK PERFORMED BY US ON THE ABOVE CAPTIONED PROJECT TO BE FREE FROM DEFECTIVE MATERIALS AND WORKMANSHIP FOR A PERIOD OF ONE (1) YEAR, OR SUCH LONGER PERIOD OF TIME AS MAY BE CALLED FOR IN THE CONTRACT DOCUMENTS FOR SUCH PORTIONS OF THE WORK.

A handwritten signature in blue ink, appearing to read "Jamie Walker", is located to the left of the typed name.

JAMIE WALKER/ WALKER CONSTRUCTION, LLC



A handwritten signature in blue ink, appearing to read "Elaine Walker", is located to the right of the notary seal.



DATE: OCTOBER 13, 1981

TO: CITY OF HATFIELD

FROM: JAMES E. CONNOR, CLERK

RE: DR-113-4

WE HEREBY GUARANTEE ALL WORK PERFORMED BY US OR OUR EMPLOYEES IN THE CITY OF HATFIELD FOR A PERIOD OF ONE (1) YEAR OR SUCH LONGER PERIOD OF TIME AS MAY BE REQUIRED BY THE CONTRACT DOCUMENT FOR SUCH PROJECTS OF THE WORK.



[Handwritten signature]

JAMES E. CONNOR, CLERK

Jamie Walker
344 Highway 13
Wiggins, MS 39577



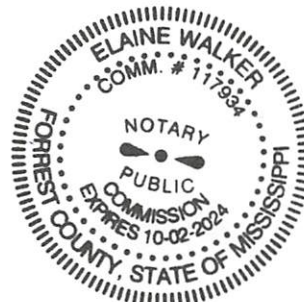
Phone: 601-408-5251
Fax: 601-928-4397
jamiewconst@gmail.com

DATE: OCTOBER 13, 2021
TO: CITY OF HATTIESBURG
RE: ST. ANNES DRIVE CULVERT REPAIR
FEMA-DR-4415-MS

WE GUARANTEE THAT ALL WORK PERFORMED BY US ON THE ABOVE NOTED PROJECT HAS BEEN CONSTRUCTED IN ACCORDANCE WITH CONTRACT DOCUMENTS.

A handwritten signature in blue ink, appearing to read "Jamie Walker", is written over a light blue horizontal line.

JAMIE WALKER/ WALKER CONSTRUCTION, LLC



A handwritten signature in blue ink, appearing to read "Elaine Walker", is written next to the notary seal.

Jamie Walker
344 Highway 13
Wiggins, MS 39577



Phone: 601-408-5251
Fax: 601-928-4397
jamiewconst@gmail.com

DATE: OCTOBER 13, 2021
TO: CITY OF HATTIESBURG
RE: ST. ANNES DRIVE CULVERT REPAIR
FEMA-DR-4415-MS

WE HEREBY CERTIFY THAT ALL BILLS FOR LABOR AND MATERIALS INCORPORATED INTO THE ABOVE CAPTIONED PROJECT UNDER OUR CONTRACT HAVE BEEN PAID AND THAT THE OWNER IS RELEASED FROM ANY AND ALL CLAIMS AND /OR DAMAGES UNDER THIS CONTRACT

A handwritten signature in blue ink that reads "Jamie Walker".

JAMIE WALKER/ WALKER CONSTRUCTION, LLC



A handwritten signature in blue ink that reads "Elaine Walker".



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Wes Curry, Municipal Court Judge

cc:

Date: Tuesday, January 4, 2022

Re: Authorize submission of a continuation grant application to the Substance Abuse and Mental Health Services Administration (SAMHSA) to fund the fourth year of the program Hattiesburg Behavioral Court Treatment Expansion, in partnership with Pine Belt Mental Healthcare Resources, in the amount of \$385,230.
File Number: 2021-1459
Minute Book #

Summary

Year 4 Continuation Application – SAMHSA – Hattiesburg Behavioral Health Court Treatment Expansion

Recommendation Statement

I recommend authorization of submission of a continuation grant application to the Substance Abuse and Mental Health Services Administration (SAMHSA) to fund the fourth year of the program Hattiesburg Behavioral Court Treatment Expansion, in partnership with Pine Belt Mental Healthcare Resources, in the amount of \$385,230.

Please place this on the January 4, 2022 City Council meeting for consideration.

SF 424

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Application for Federal Assistance SF-424

* 1. Type of Submission: ☐ Preapplication ☒ Application ☐ Changed/Corrected Application		* 2. Type of Application: ☐ New ☒ Continuation ☐ Revision		* If Revision, select appropriate letter(s): * Other (Specify) 	
* 3. Date Received: 12/27/2021		4. Applicant Identifier: KMUHAMMAD			
5a. Federal Entity Identifier: 			5b. Federal Award Identifier: H79TI081923-03		
State Use Only:					
6. Date Received by State: 		7. State Application Identifier: 			
8. APPLICANT INFORMATION:					
* a. Legal Name: CITY OF HATTIESBURG					
* b. Employer/Taxpayer Identification Number (EIN/TIN): 1646000432A1			* c. Organizational DUNS: 0794481300000		
d. Address:					
* Street1: CITY OF HATTIESBURG					
Street2: 200 FORREST ST					
* City: HATTIESBURG					
County/Parish:					
* State: MS: Mississippi					
Province:					
* Country: USA: UNITED STATES					
* Zip / Postal Code: 394013451					
e. Organizational Unit:					
Department Name: 			Division Name: 		
f. Name and contact information of person to be contacted on matters involving this application:					
Prefix:		* First Name: Khadijah			
Middle Name:					
* Last Name: Muhammad					
Suffix:					
Title:					
Organizational Affiliation: CITY OF HATTIESBURG					
* Telephone Number: 601-545-4942			Fax Number:		
* Email: kmuhammad@hattiesburgms.com					

Application for Federal Assistance SF-424*** 9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

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

Substance Abuse and Mental Health Services Adminis

11. Catalog of Federal Domestic Assistance Number:

243

CFDA Title:

*** 12. Funding Opportunity Number:**

SU-17-002

* Title:

SAMHSA Continuations

13. Competition Identification Number:

SU-17-002-NCC

Title:

SAMHSA Continuations

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

File Name: SF424_Attachment_#14.pdf

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

Hattiesburg Municipal Court - Hattiesburg Behavioral Health Court Treatment Expansion

Attach supporting documents as specified in agency instructions.

File Name:

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

* b. Program/Project:

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

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal	385,230.00
* b. Applicant	0.00
* c. State	0.00
* d. Local	0.00
* e. Other	0.00
* f. Program Income	0.00
* g. TOTAL	385,230.00

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

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

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

☐ Yes ☒ No

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

☒ ** I AGREE

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

Authorized Representative:

Prefix: * First Name:

Middle Name:

* Last Name:

Suffix:

* Title:

* Telephone Number: Fax Number:

* Email:

* Signature of Authorized Representative: * Date Signed:

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

City of Hattiesburg, MS; Forrest & Lamar Counties

**BUDGET INFORMATION -
Non-Construction Programs**

OMB Approval No. 4040-0006
Expiration Date 06/30/2014

SECTION A - BUDGET SUMMARY						
Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. Substance Abuse and Mental Health Services Projects of Regional and National Significance	93.243			\$385,230.00	\$0.00	\$385,230.00
2.						\$0.00
3.						\$0.00
4.						\$0.00
5. Totals		\$0.00	\$0.00	\$385,230.00	\$0.00	\$385,230.00
SECTION B - BUDGET CATEGORIES						
6. Object Class Categories		GRANT PROGRAM, FUNCTION OR ACTIVITY				Total (5)
		(1) Substance Abuse and Mental Health Services Projects of Regional and National Significance	(2)	(3)	(4)	
a. Personnel		\$0.00				\$0.00
b. Fringe Benefits		\$0.00				\$0.00
c. Travel		\$9,625.00				\$9,625.00
d. Equipment		\$0.00				\$0.00
e. Supplies		\$2,300.00				\$2,300.00
f. Contractual		\$361,145.00				\$361,145.00
g. Construction		\$0.00				\$0.00
h. Other		\$12,160.00				\$12,160.00
i. Total Direct Charges (<i>sum of 6a-6h</i>)		\$385,230.00				\$385,230.00
j. Indirect Charges		\$0.00				\$0.00
k. TOTALS (<i>sum of 6i and 6j</i>)		\$385,230.00				\$385,230.00
7. Program Income		\$0.00				\$0.00

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Prescribed by OMB Circular A-102

SECTION C - NON-FEDERAL RESOURCES					
(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e) TOTALS	
8 . Substance Abuse and Mental Health Services Projects of Regional and National Significance	\$0.00	\$0.00	\$0.00	\$0.00	
9 .				\$0.00	
10 .				\$0.00	
11 .				\$0.00	
12. TOTAL (sum of lines 8-11)	\$0.00	\$0.00	\$0.00	\$0.00	
SECTION D - FORECASTED CASH NEEDS					
	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal	\$385,230.00	\$96,307.00	\$96,307.00	\$96,308.00	\$96,308.00
14. Non-Federal	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
15. TOTAL (sum of lines 13 and 14)	\$385,230.00	\$96,307.00	\$96,307.00	\$96,308.00	\$96,308.00
SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT					
(a) Grant Program	FUTURE FUNDING PERIODS (Years)				
	(b) First	(c) Second	(d) Third	(e) Fourth	
16 . Substance Abuse and Mental Health Services Projects of Regional and National Significance	\$385,230.00	\$385,230.00	\$385,230.00	\$385,230.00	
17 .					
18 .					
19 .					
20. TOTAL (sum of lines 16-19)	\$385,230.00	\$385,230.00	\$385,230.00	\$385,230.00	
SECTION F - OTHER BUDGET INFORMATION					
21. Direct Charges:			22. Indirect Charges:		
23. Remarks:					

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Authorized for Local Reproduction

Project/Performance Site Location(s)

Project/Performance Site Primary Location

☐ I am submitting an application as an individual, and not on behalf of a company, state, local or tribal government, academia, or other type of organization.

Organization Name: City of Hattiesburg, Hattiesburg Municipal Court
Duns Number: 079448130
Street1*: 200 West Pine Street
Street2:
City*: Hattiesburg
County:
State*: MS: Mississippi
Province:
Country*: USA: UNITED STATES
Zip / Postal Code*: 394013825
Project/Performance Site Congressional District*: MS-004

Project/Performance Site Location 1

☐ I am submitting an application as an individual, and not on behalf of a company, state, local or tribal government, academia, or other type of organization.

Organization Name: Pine Belt Mental Healthcare Resources
DUNS Number: 0447488120000
Street1*: 103 South 19th Ave
Street2:
City*: Hattiesburg
County: Forrest
State*: MS: Mississippi
Province:
Country*: USA: UNITED STATES
Zip / Postal Code*: 39401-6171
Project/Performance Site Congressional District*: MS-004

Additional Location(s)

File Name:

Project Narrative

Description of Changes

The goal of the expansion project is to decrease substance use of HBHC participants who are living with CODs. The objectives are: 1) A minimum of 40 individuals per year will be screened and assessed to have a COD each year of the project; 2) By the end of the project period, a minimum of 30 court participants with an opiate and/or alcohol use disorder will have been enrolled in MAT; 3) By the end of the project period, a minimum of 50 court participants with COD will have participated in integrated residential treatment; 4) By the end of the project period, a minimum of 200 court participants will have accessed integrated treatment for their CODs; and 5) 100% of court participants' recovery support services will be guided by an individualized service plan (ISP) that identifies wraparound supports. HBHC will use SAMHSA funding to provide integrated recovery services to an additional 200 participants, of which 50 will be served with residential treatment slots.

No changes have been made during the third project year that impacted the goals and objectives proposed. During the second year of the project, in response to the COVID-19 pandemic, changes were implemented to decrease face-to-face contact and increase the capacity for social distancing when avoiding face-to-face contact was not possible. We had started holding meetings virtually, and most participant contact was conducted via phone. As COVID-19 restrictions decreased, the third year afforded the opportunity to gradually ease back into increased face-to-face contact. Participants are now meeting in-person with providers, and court appearances have resumed. Program personnel have also resumed in-person meetings. With the ever-changing landscape surrounding COVID-19 measures, the program has continued to move forward, and we have been able to deliver the services outlined in our original grant application by remaining flexible.

Progress & Evaluation

One hundred and forty-two (142) participants have been referred to the Hattiesburg Behavioral Health Court (HBHC) Treatment Expansion program as of 12/21/2021. The potential participants were referred by a Judge, and all were prescreened and assessed for risk of recidivism and clinical need utilizing the Risk and Needs Triage (RANT), a web-based screening instrument. Participants scoring as high-risk and high-need were then moved forward to the Clinician where they were assessed for CODs. Eligible participants were enrolled in treatment and assisted in developing an individualized service plan (ISP) that identifies wraparound supports and integrated recovery services by the Clinician. Ninety (90) of those referrals were assessed to have co-occurring disorders (CODs) of substance use and mental health, and were enrolled into our HBHC Drug Court program—with two of those pending official enrollment until their enrollment paperwork is signed. As of December 21st, 36 active participants remain. Twenty-nine (29) participants have been terminated due to noncompliance, and three participants passed away while in the program. Fifteen (15) individuals have been referred for residential substance-use disorder treatment to Clearview Recovery Center beginning with a thirty-day plan.

If longer treatment was recommended, then our court was prepared to approve based on clinical assessment and participant's willingness. Seven (7) participants have received medication-assisted treatment (MAT). Twenty (20) participants have graduated from the program.

Due to COVID-19 response and prevention measures, the in-person meetings of the Project Director, Clinician, Recovery Support Specialist, Peer Recovery Support Specialist, and Evaluator to discuss processes, procedures, and evaluations were temporarily put on hold during the second year of the program. As restrictions lessened, we were able to resume in-person meetings this past year. Additionally, our mental health provider resumed in-person sessions this past July. This has resulted in greater participant engagement and improved follow-up. All court appearances were also resumed; however, we have not resumed our conference room one-on-one appearances. To maintain privacy and observance of COVID-19 guidelines for distancing, we keep the number of people in our courtroom at a minimum. Masks are still required for court appearances.

Key Accomplishments

The program became fully staffed in November 2019. The Project Director, Clinician, and Evaluator gained valuable insight from attending the National Association of Drug Court Professionals (NADCP) conference in July 2019 and the Virtual Conference in 2020. The Project Director also attended the NADCP Conference in 2021, and the Mississippi Association of Drug Court Professionals (MADCP) conference in 2019 and 2021. Additionally, the Project Director received a certificate for the week-long CIT crisis-intervention team training in February of 2020, and completed the certification for the Mississippi Department of Mental Health Peer Support Supervisor Training. Court staff are updated and educated on mental health by NAMI (National Association of Mental Illness) on an on-going basis.

During the first year of the program, the intake process was streamlined to create a more efficient system that focuses on a warm hand-off of individuals served between the court system and treatment provider. Individuals served will now have clear instructions and be prepared for their next court date. Special care has been given to make certain that the enrolled participants understand the responsibility they share in our Behavioral Health Drug Court process. Ongoing communication is one of the factors stressed to participants. They are encouraged to contact the Peer Recovery Support Specialist, Recovery Support Specialist, or the Project Director with any concerns. Two to three contacts between the bi-monthly court sessions will hopefully diminish the recidivism rates of participants. The individuals enrolled in the program have successfully attended their clinical appointments and some have been ordered by the judge to attend a specific number of Narcotics Anonymous (NA) or Alcoholics Anonymous (AA) meetings in between court dates. The Project Director designed attendance sheets for participants to get signed at each of their meetings to bring back to court. The clinical team now holds a weekly clinical staffing, and adding this component has helped to ensure that the team maintains good communication on key clinical issues.

Adding a Peer Recovery Support Specialist and Recovery Support Specialist to the team has improved communication between participants and the court. Because the Peer Recovery

Support Specialist and the Recovery Support Specialist first meet the potential participants at the jail, or over the phone, they develop a level of communication and trust with participants before their court appearance. Prior to COVID-19, in some cases, they visited participants at home and assisted them through the appointment process with the Clinician. However, this approach was modified in light of COVID-19. Beginning in late March 2020, procedures were put in place to reduce in-person contact. For a while, most participant visits were conducted via phone, but the mental health provider resumed in-person services in July of 2021.

Changes to our court appearances have taken place since March of 2020. We previously held our court appearances in a conference room area of the court rather than inside the courtroom, which allowed for privacy as well as a safe place to share, ask for assistance, voice personal concerns, and receive any needed follow up from the Project Director or mental health professionals. However, in response to COVID-19, social distancing measures were put in place, and that process is now conducted inside the courtroom, by appointments spaced so that a maximum of 15 people are allowed at each session. Previously, all participants were ordered to court at 11:00am on court day. However, now we split their appearances into two sessions in order to manage social distancing requirements—with the first session at 11:00am and the second session at 12:30pm. They are required to get their temperature taken and wear a mask while seated in the foyer area. Inside the courtroom, four participants are allowed at one time and this process is coordinated by the Project Director. As one sees the judge and is dismissed, then another from the foyer area is allowed in. This process continues until all participants that are signed in are seen.

A couple of positive changes have been implemented in the course of the third year that we are optimistic will improve program outcomes. First, the drug testing routine was evaluated and some areas of concern were addressed to move toward more accurate and informative results. We began to drug test all participants rather than only those who had missed court or were non-compliant with treatment. In fine-tuning that process, we requested from our provider, Court Programs, that they utilize a method that did not require a urine test but could be done by mouth. This was implemented so that any questions of urine being diluted could be ruled out. We also requested testing for alcohol consumption for our participants whose substance of choice was alcohol. These changes have greatly improved our ability to determine drug or alcohol usage during participation in our program. The second more recent change is that we have implemented incentives for GPRA completion, which we hope will improve follow-up rates. As of 12/17/2021, we have collaborated with our finance department to design the incentive process and to outline accountability measures once the \$30.00 gift cards are purchased and provided to participants at the various phases of the GPRA process.

Project staff members continue to build community relationships to enhance the types of wraparound services provided. Narcotics Anonymous (NA) and Alcoholics Anonymous (AA) are utilized extensively as ordered by the judge. There are many providers throughout our city, and sessions are available both day and night. A court document is sent with participants for providers to sign and date to verify attendance. Other community providers engaged include, but are not limited to, Southern Court Services, National Alliance on Mental Illness (NAMI), various

housing providers, Court Programs, and various local faith-based providers of medicine, food and other personal needs.

Problems Encountered

During the first two years, challenges arose as achieving fully operational status for the program was delayed and response to COVID-19 created unanticipated changes in procedures. Working with our treatment partner, Pine Belt Mental Healthcare Resources (PBMHR), to hire suitable candidates and train project staff initially took longer than anticipated, due to the large number of applications received by PBMHR Human Resources. Our performance period start date was May 31, 2019. However, the program did not become fully-staffed until November 2019. Existing PBMHR staff were incorporated into the program to serve clients as the hiring process was underway, in order to ensure the program would have a timely start. Additionally, due to the turnover rate with mental health personnel brought about by promotions and career advancements, we were temporarily faced with working around two vacant positions. However, by maintaining close communication with our provider, our court staff was able to maintain our program at the level we anticipated. Meanwhile, COVID-19 brought with it a new set of challenges that required wisdom and program management, knowledge of the judicial system, and a strong working relationship with our mental health partner. March, April, and half of May found many employees working remotely (or mostly remotely), which necessitated a drastic change in program procedures. Where typically the Judge would meet potential participants in court, he began meeting potential participants at the jail. Instead of PBMHR personnel conducting the RANT with potential participants in person at the jail, they conducted the RANT via phone with the potential participant being brought to the phone in the medical section of the jail. Once those potential participants were given the structure and responsibilities related to Behavioral Health Drug Court, referred by the Clinician as being eligible, and agreed to participate, they were then instructed to come to the court building to meet with the clerk to sign enrollment paperwork, which was prepared by the Project Director and sent while working remotely. Meetings were held virtually, while participant appointments with PBMHR personnel were conducted via phone. We observed that the number of positive drug tests from participants increased after the physical separation brought about by COVID-19, and some participants even voiced their concerns about how the separation and lack of face-to-face contact with their treatment providers negatively impacted them on their healing journey.

The third year brought with it a welcome return to in-person contact, as well as the realization of a continuously underspent budget due to travel restrictions, program staff vacancies, and lower participant numbers for enrollment, residential treatment, and MAT than anticipated. The possibility of a scope modification was entertained in the hopes that we could incorporate recovery housing into the program as an additional offering to participants who might qualify. Unfortunately, that dream was not realized. In attempting to find partnering providers, we were unable, for various reasons, to identify one that would both be a good fit for our program and that was willing to enter into an agreement. We are staying connected with our nonprofit community partners and trying to keep at the forefront of awareness that recovery housing is a service that we hope they consider in the future.

While integrating the court and mental health processes has been a learning experience for everyone, especially in the midst of the COVID-19 pandemic, all staff related to this project have shown dedication, resolve, and the necessary flexibility to ensure program success.

Anticipated Milestones

With the next year of funding, we envision a greater focus on boosting our intake numbers. To this end, we are exploring different ways of presenting information and guidelines to potential participants in order to increase the desirability and likelihood of participating in the program. As we move into this program year, we are experiencing a decline in referrals. Because of that, we are aggressively looking into ways to upgrade our marketing. CIT (crisis intervention teams) are well-trained in our area, so the number of citizens experiencing mental health and addiction issues are dealt with much differently than in the past. Because of this intervention, arrests are down and assessments are not as needed after the individual has been stabilized. For better or worse, an arrest is a requirement (prior to initial assessment and intake) for entry into our drug court program. We do, however, get referrals if the person is jailed and mental health and addiction assessments are done and he/she is determined to meet our initial criteria.

Budget Narrative**Personnel**

Position	Name	Key Staff	Annual Salary/Rate	Level of Effort	Total Salary Charged to Award
(1) Project Director	Khadijah Muhammad	Yes	In-kind cost	50%	\$0
FEDERAL REQUEST					\$0

- The Project Director will coordinate and supervise all project activities, including recruiting and screening participants, documenting progress, and conducting meetings. The position is also responsible for collaborating with the Evaluator to collect data, assess progress, and complete required reports.

Travel

Purpose	Destination	Item	Calculation	Travel Cost Charged to the Award
(1) MS Association of Drug Court Professionals Conference (Dates TBD)	Hattiesburg, MS to Location to be Determined	Mileage	335 miles x \$0.56/mile	\$375
		Hotel	\$96/night x 2 persons x 2 nights	\$384
		Per Diem (meals & incidentals)	\$59 x 3 days; 2 persons	\$354
(2) NAMI National Convention (6/15/2022 - 6/18/2022)	Hattiesburg, MS to Atlanta, GA	Airfare	\$390/flight x 2 persons	\$780
		Hotel	\$163/night x 4 nights x 2 persons	\$1,304
		Per Diem (meals & incidentals)	\$74 x 5 days; 2 persons	\$740

		Taxi/Shuttle Service	\$35/day x 5 days; 2 persons	\$350
		Mileage (Round trip - to Airport)	243 miles @ \$0.56/mile; 2 persons	\$272
		Airport Parking	\$12/day x 4 days; 2 persons	\$96
(3) National Association of Drug Court Professionals (NADCP) Conference (7/25/2022 - 7/28/2022)	Hattiesburg, MS to Nashville, TN	Airfare	\$570/flight x 2 persons	\$1,140
		Hotel	\$207/night x 5 nights x 2 persons	\$2,070
		Per Diem (meals & incidentals)	\$79 x 6 days; 2 persons	\$948
		Taxi/Shuttle Service	\$35/day x 6 days; 2 persons	\$420
		Mileage (Round trip - to Airport)	243 miles @ \$0.56/mile; 2 persons	\$272
		Airport Parking	\$12/day x 5 days; 2 persons	\$120
FEDERAL REQUEST				\$9,625

1. The Project Director and Judge will attend the Mississippi Association of Drug Court Professionals (MADCP) Annual Training Conference. Location and dates have not yet been determined. The MADCP Annual Training Conference offers a training curriculum with several different tracks, specifically tailored for each drug court professional and presented by leading experts in the field.
2. The Project Director and Judge will attend the National Alliance on Mental Illness (NAMI) National Convention. The convention will be held June 15, 2022 through June 18, 2022, in Atlanta, GA. The NAMI National Convention offers resources, research, and support services and recovery strategies to enhance the ability of professionals and mental health advocates to advance and sustain recovery from mental illness.

3. The Project Director and Judge will attend the National Association of Drug Court Professionals (NADCP) Annual Training Conference in Nashville, TN. The NADCP Conference will take place July 25, 2022 through July 28, 2022. The NADCP Annual Training Conference is a vital educational opportunity to gain skills and knowledge that will allow project staff to enhance their management of the treatment drug court program. The conference offers presentations and skills building workshops on addiction, mental health and justice reform, and the unique needs of justice-involved veterans. The proposals presented will address, among many other relevant topics, best practices in service delivery, programming that enhances participant outcomes, law enforcement involvement in dealing with behavioral health issues, and long-term recovery.

Supplies

Item(s)	Rate	Cost
(1) Risk and Needs Triage (RANT)	\$1,100 for 5 users for 1-yr term	\$1,100
(2) Office Supplies	\$100/month x 12 months	\$1,200
FEDERAL REQUEST		\$2,300

1. The Risk and Needs Triage (RANT) is a tool that will be utilized in the intake process to screen referrals for risk of recidivism, exclusionary characteristics, and motivation to change. The information obtained from this screening tool will be used, along with other information collected, to determine whether or not a referral is appropriate for the program.
2. Office supplies are the various items that will be used by the Project Director and other court staff to carry out the daily activities of the program, maintain records, and complete reporting requirements. General office supplies will include items such as pens, pencils, paper, notepads, ink cartridges, staples, paper clips, file folders, labels, envelopes, postage, etc.

Contractual

Name	Service	Rate	Cost
Court Programs, Inc.	(1) Drug Testing	849 tests/year @ \$25 each	\$21,225
Pine Belt Mental Healthcare Resources	(2) Clinician - 80%	Annual salary of \$35,000 x 80% level of effort	\$28,000

	(3) Recovery Support Specialist (RSS) - 80%	Annual salary of \$25,000 x 80% level of effort	\$20,000
	(4) Psychiatrist - 5%	Annual salary of \$240,000 x 5% level of effort	\$12,000
	(5) Evaluator - 25%	Annual salary of \$33,016 x 25% level of effort	\$8,254
	(6) Peer Recovery Support Specialist (PRSS) (100%)	Annual salary of \$20,000 x 100% level of effort	\$20,000
	(7) Fringe - 28.25%	\$88,254 salary costs x 28.25% fringe rate	\$24,932
	(8) Evaluator & Clinician - Travel to NADCP Conference		\$4,970
	(9) Evaluator & Clinician - Travel to MADCP Conference		\$1,113
	(10) Vivitrol	8 individuals x 12 months @ \$1,100/shot	\$105,600
	(11) Travel	6,000 miles @ \$0.50/mile	\$3,000
	(12) Clearview Recovery	15 slots (30 days each) @ \$5,000/mo.	\$75,000
	(13) Office Supplies	12 months x \$100/mo.	\$1,200
	(14) Other: NADCP Conference Registration	\$745 x 2 persons	\$1,490
	(15) Other: MADCP Conference Registration	\$200 x 2 persons	\$400

	PBMHR Subtotal (2- 11)		\$305,959
	(16) Indirect - 11.1%	\$305,959 contract total x 11.1%	\$33,961
FEDERAL REQUEST			\$361,145

1. Participants will undergo random and frequent drug tests throughout the program, through a contract with Court Programs, Inc. Continued abstinence will be rewarded in court. Evidence of relapse will result in treatment plan modification and sanctions designed to be therapeutic rather than punitive. Specific sanctions imposed will be dependent upon the number and severity of infractions.
2. The Pine Belt Mental Healthcare Resources (PBMHR) Clinician will conduct a clinical assessment with participants sentenced to HBHC. The information collected through the assessment will be used to determine whether the participant should potentially engage in outpatient, residential, or medication-assisted outpatient integrated treatment. A client-driven recovery plan will be collaboratively developed, and the Clinician will select evidence-based treatment practices that best fit the needs of the participant.
3. The PBMHR Recovery Support Specialist (RSS) will develop recovery support plans, and broker for support services. When random drug test shows evidence of relapse, the Recovery Support Specialist may report at the status hearing on environmental circumstances that may promote or be a barrier to abstinence.
4. The Psychiatrist, Dr. Baskararajan, will provide medication-assisted treatment (MAT) for those participants whose opioid use and/or alcohol use disorder is not severe enough to warrant residential treatment, but need structured intensive treatment.
5. The Evaluator will coordinate data collection and evaluate project processes & outcomes. The Evaluator will implement a routine and systematic response to data collection, ensuring that the program fully complies with all data collection and reporting requirements and that all state and federal laws are followed. The Evaluator will be responsible for entering the data into the SAMHSA portal. The Evaluator will review the performance data with the treatment team members to assess progress and improve management of the project.
6. The Peer Recovery Support Specialist (PRSS) is a member of the treatment team who self-identifies as a person in recovery from a COD, and has attended the Mississippi Department of Mental Health's Peer Support Certification class. The PRSS will assist program participants in the recovery process. The PRSS will assist with system coordination and navigation, provide recovery management check-ups, and facilitate aftercare groups. The PRSS will provide culturally competent advocacy, counseling, brokerage for supportive services, participate in wraparound planning, facilitate WRAP

(Wellness Recovery Action Plan by Mary Ellen Copeland), and participate in multidisciplinary Advisory Team meetings.

7. PBMHR's fringe benefits are composed of:

Fringe Category	Rate
FICA - SS	6.20%
FICA - Medicare	1.45%
State Unemployment	1.00%
Health Insurance	14.05%
Workers Compensation	0.55%
Other (Retirement)	5.00%
Total	28.25%

The fringe benefit rate for full-time employees for year one is calculated at 28.25%.

8. The Evaluator & Clinician will attend the National Association of Drug Court Professionals (NADCP) Annual Training Conference in Nashville, TN. The NADCP Conference will take place July 25, 2022 through July 28, 2022.
9. The Evaluator & Clinician will attend the Mississippi Association of Drug Court Professionals (MADCP) Annual Training Conference. Location and dates have not yet been determined. The MADCP Annual Training Conference offers a training curriculum with several different tracks, specifically tailored for each drug court professional and presented by leading experts in the field.
10. Vivitrol is a medication given in a shot, once per month, to help treat alcohol dependence and prevent opioid relapse, in conjunction with counseling. It is estimated that approximately 8 participants will undergo medication-assisted treatment in the fourth year of the project.
11. Local travel is needed to attend meetings, make home visits, and conduct project activities. Local travel rate is based on PBMHR's policies/procedures for privately owned vehicle reimbursement rate.

12. Clearview Recovery Center is a residential treatment facility, operated by Pine Belt Mental Healthcare Resources, that provides chemical dependency treatment. It is estimated that approximately 15 treatment slots of 30 days each will be needed in the second year of the program, @ \$5,000 per 30-day slot. This is a discounted rate of the normal charge of \$7,500 per month.
13. Office supplies are the various items that will be used by the staff to carry out the daily activities of the program, maintain records, and complete reporting requirements. Supplies will include assessment instruments and general office supplies such as pens, pencils, paper, notepads, ink cartridges, staples, paper clips, file folders, labels, envelopes, postage, etc.
14. The Evaluator & Clinician will attend the National Association of Drug Court Professionals (NADCP) Annual Training Conference in Nashville, TN. The NADCP Conference will take place July 25, 2022 through July 28, 2022. The registration fee is \$745 per person. The total for 2 persons is \$1,490.
15. The Evaluator & Clinician will attend the Mississippi Association of Drug Court Professionals (MADCP) Annual Training Conference. Location and dates have not yet been determined. The registration fee is \$200 per person. The total for 2 persons is \$400.
16. PBMHR has a federally negotiated rate with SAMHSA as the cognizant agency.

Other

Item	Rate	Cost
(1) NADCP Annual Membership Fee	\$60 x 2 persons	\$120
(2) NADCP Conference Registration Fee	\$670 x 2 persons	\$1,340
(3) NAMI National Convention Registration Fee	\$270 x 2 persons	\$540
(4) MS Association of Drug Court Professionals (MADCP) Conference Registration Fee	\$200 x 2 persons	\$400
(5) Incentives - GPRA Data Collection (Intake, 6-month follow-up, discharge)	40 persons/year x 3 times/year x \$30/person	\$3,600
(6) Bus Tokens (transportation/recovery support)	20 participants/year x 5 round trips/week x \$1/trip	\$5,200
(7) Light Snacks	40 participants/year x 8 court dates/year x \$3/person	\$960
FEDERAL REQUEST		\$12,160

1. The Project Director and Judge will purchase annual memberships to the National Association of Drug Court Professionals. Membership will offer the opportunity to connect with other professionals in the field, obtain discounts on the annual conference and training programs, and obtain access to training and networking events. The benefits gained through membership will allow project staff to build upon skills and knowledge that will enhance their management of the treatment drug court program.
2. The Project Director and Judge will attend the NADCP Annual Training Conference in Nashville, TN. The NADCP Conference will take place July 25, 2022 through July 28, 2022. The registration fee is \$670 per person. The total for 2 persons is \$1,340.
3. The Project Director and Judge will attend the NAMI National Convention. The convention will be held June 15, 2022 through June 18, 2022, in Atlanta, GA. The registration fee is \$270 per person, for a total of \$540.
4. The Project Director and Judge will attend the Mississippi Association of Drug Court Professionals (MADCP) Annual Training Conference. Location and dates have not yet been determined. The registration fee is \$200 per person. The total for 2 persons is \$400.
5. Incentives for GPRA data collection will be offered to participants at intake, 6-month follow-up, and discharge. Forty (40) participants per year will receive up to three (3) incentives (Walmart gift cards) per year (one at each GPRA interview), at \$30 per gift card, for an annual total of \$3,600 (maximum of \$90 per client per budget year).
6. Bus tokens will be provided to participants as a recovery support service, to improve accessibility of services for participants in need of transportation. Bus tokens cost \$0.50 per one-way ticket (or \$1.00 per round trip) and the cost is estimated for 20 participants per year for 5 round-trips per week, for an annual total of \$5,200.
7. Light snacks will be provided for court days, not to exceed \$3 per person. The cost for snacks is calculated for 40 participants per year, 8 court dates per year, and \$3 per person—for an annual total of \$960.

Proposed Project Period

- a. Start Date: 05/31/2019 b. End Date: 05/30/2024

Budget Summary

Category	Year 1	Year 2	Year 3	Year 4	Year 5	Total Project Costs
Personnel	\$0	\$0	\$0	\$0	\$0	\$0
Fringe	\$0	\$0	\$0	\$0	\$0	\$0
Travel	\$7,909	\$6,869	\$5,744	\$9,625	\$9,625	\$34,260
Equipment	\$0	\$0	\$0	\$0	\$0	\$0

Supplies	\$2,644	\$2,300	\$2,300	\$2,300	\$2,300	\$11,844
Contractual	\$371,297	\$374,471	\$375,596	\$361,145	\$361,145	\$1,870,306
Other	\$3,380	\$1,590	\$1,590	\$12,160	\$12,160	\$9,740
Indirect Charges	\$0	\$0	\$0	\$0	\$0	\$0
Total Project Costs	\$385,230	\$385,230	\$385,230	\$385,230	\$385,230	\$1,926,150

Funding Limitations/Restrictions

Data Collection & Performance Measurement:

Data Collection & Performance Measurement	Year 1	Year 2	Year 3	Year 4	Year 5	Total Data Collection & Performance Measurement Costs
Personnel	\$0	\$0	\$0	\$0	\$0	\$0
Fringe	\$0	\$0	\$0	\$0	\$0	\$0
Travel	\$0	\$0	\$0	\$0	\$0	\$0
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Supplies	\$0	\$0	\$0	\$0	\$0	\$0
Contractual	\$10,586	\$10,586	\$10,586	\$10,586	\$10,586	\$52,930
Other	\$0	\$0	\$0	\$3,600	\$3,600	\$7,200
Indirect Charges	\$0	\$0	\$0	\$0	\$0	\$0
Total Data Collection & Performance Measurement Costs	\$10,586	\$10,586	\$10,586	\$14,186	\$14,186	\$60,130

The percentage of the budget that will be spent on data collection and performance measurement does not exceed 20% for any budget period. The percentage for years 1-3 is 2.75% (\$10,586/\$385,230), and the percentage for years 4 and 5 is 3.68% (\$14,186/\$385,230).

Medication:

Medication	Year 1	Year 2	Year 3	Year 4	Year 5	Total Medication Costs
Personnel	\$0	\$0	\$0	\$0	\$0	\$0
Fringe	\$0	\$0	\$0	\$0	\$0	\$0
Travel	\$0	\$0	\$0	\$0	\$0	\$0

Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Supplies	\$0	\$0	\$0	\$0	\$0	\$0
Contractual	\$132,000	\$132,000	\$132,000	\$105,600	\$105,600	\$607,200
Other	\$0	\$0	\$0	\$0	\$0	\$0
Indirect Charges	\$0	\$0	\$0	\$0	\$0	\$0
Total Medication Costs	\$132,000	\$132,000	\$132,000	\$105,600	\$105,600	\$607,200

The percentage of the budget that will be spent on medication does not exceed 35% for any budget period. The percentage for years 1-3 is 34.27% (\$132,000/\$385,230), and the percentage for years 4 and 5 is 27.41% (\$105,600/\$385,230).

Infrastructure development: Not applicable

HIV rapid testing: Not applicable

Viral hepatitis (B and C) testing and training: Not applicable

Recovery housing: Not applicable



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, January 4, 2022

Re: Extend state of emergency for an additional 30 days resulting from the pandemic event (COVID-19) that occurred on or about March 13, 2020.
File Number: 2021-1471
Minute Book #

Summary

Recommendation Statement

Please place this on the January 4, 2022 City Council meeting for consideration.



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, January 4, 2022

Re: Ratification of an executed Rental Agreement between the Hattiesburg Fire Department and Cintas for rental of uniforms and supplies.
File Number: 2021-1469
Minute Book #

Summary

Recommendation Statement

Please place this on the January 4, 2022 City Council meeting for consideration.

RENTAL SERVICE AGREEMENT



Service Location No. : 0J66
MLRA/NA : 0210582673 Account Number :
Contract No. : Date : 11.10.2021
Business Index : Dynamics ID : 9c4eed61 -7f67 -61dc -2d4f -57515e06ec74

Customer Name

Hattiesburg Fire Department: Maintenance

DBA Name

Hattiesburg Fire Department: Maintenance

Delivery Address:

1410 West Pine Street

Delivery Address Line 2:

City: State / Province: Zip / Postal Code: Phone:
HATTIESBURG MS 39401 (601) 545-6678

*This agreement is effective as of the date of execution for a term of 36 months from the date of installation.

Garments

Garment	Frequency	Inventory	Unit Price
 X935 X935-COMFORT SHIRT	Weekly	11	\$ 0.18
 X945 X945-COMFORT PANT	Weekly	11	\$ 0.20
 X970 X970-HIP LENGTH JKT	Weekly	2	\$ 0.41

Uniform Programs

Program Description	Included: YES/NO	Per garment / per week
Uniform Advantage	NO	\$ 0.08
Uniform Advantage covers damaged garments needing to be replaced outside of normal wear. Uniform Advantage does not cover lost or unreturned garments. The Customer or Company may cancel Uniform Advantage at any time.		
Emblem Advantage	NO	\$ 0.06
Emblem Advantage covers name and company emblems initially selected by Customer. The Customer or Company may cancel Emblem Advantage at any time after six months from the date of installation.		

Program Description	Included: YES/NO	Per garment / per week	
Premium Uniform Advantage	NO	\$	0.00
Premium Advantage covers damaged garments needing to be replaced outside of normal wear. Premium Advantage does not cover lost or unreturned garments. The Customer or Company may cancel Premium Advantage at any time.			
Prep Advantage	NO	\$	0.05
Prep Advantage covers all cost associated with garment preparation. The Customer or Company may cancel Prep Advantage at any time after six month from the date of installation.			

Uniform Charges

The additional charges below are subject to adjustment by Company effective upon notice to Customer, which notice may be in the form of an invoice. Pricing of emblems is valid for initial installation only.

Name Emblem	\$	1.95
Company Emblem	\$	2.95
Custom Emblem 1	\$	2.95
Preparation Charge	\$	2.25
		Per garment
Non-Standard Special Cut Garment (i.e., non-standard, non-stocked, unusually small or large sizes, unusually short or long sleeve or length, etc.) premium charges are per garment delivery.		
Non-Standard Special Cut Charge	\$	0.15
FRC Non-Standard Special Cut Charge	\$	0.35
Size Change Charge	\$	15.00
Customer agrees to have employees measured by Cintas representative using garment \"size samples\". An additional charge per garment will be assessed for employees' size changed within 4 weeks of add-on or installation		

Facility Services

Non-Garments / Services	Frequency	Inventory	Unit Price
 X2160 X2160-SM SHOP TWL-RED	Weekly	100	\$ 0.12
Auto LR :No/ Buy Back : No			

Non-Garments / Services	Frequency	Inventory	Unit Price
 X9314 X9314-HVY DTY SCRUB SVC	Weekly	1	\$ 2.01 Auto LR :No/ Buy Back : No
 X9312 X9312-1000 MOISTURE SP SVC	Weekly	1	\$ 1.84 Auto LR :No/ Buy Back : No
 X9313 X9313-1000 MOISTURE SP RFL	Weekly	1	\$ 0.00 Auto LR :No/ Buy Back : No
 X9025 X9025-C PULL TOWEL RFL	Weekly	1	\$ 6.08 Auto LR :No/ Buy Back : No
 X9024 X9024-CPULL DSP WHITE	Weekly	1	\$ 0.00 Auto LR :No/ Buy Back : No
 X9110 X9110-JRT TOILET PAPER RFL	Weekly	1	\$ 4.04 Auto LR :No/ Buy Back : No
 X6116 X6116-MM AIR FRESHENER SVC	Weekly	1	\$ 2.25 Auto LR :No/ Buy Back : No

Storage

Charge Description	Per delivery
Lockers	\$ 0.00
Laundry Lock Up	\$ 0.00
Shop Towel Container	\$ 0.00

Free Liquid Statement. Under no circumstances will the Company accept textiles bearing free liquid. Shop towels may not be used to clean up oil or solvent spoils.

Payment Charges

COD Terms per delivery charge for prior service (If Amount Due is Carried to Following Delivery).

Charge Description	Price
COD Term Charge	\$ 0.00

Other Charges

Charge Description	
Service Charge	\$ 0.00

This Service Charge is used to help Company pay various fluctuating current and future costs including, but not limited to, costs directly or indirectly related to the environment, energy issues, service and delivery of goods and services, in addition to other miscellaneous costs incurred on that may be incurred in the future by Company.

Charge Description

Artwork Charge for Logomat

\$

0.00

Agreement Provisions

Description

Included: YES/NO

Unilease

All garments will be cleaned by Customer.

NO

Linen Service

Company will may make periodical physical inventories of items in possession or under control of Customer.

YES

Hi-Vis Garments

Customer receives Hi-Vis Garments.

NO

Flame Resistant Garments

Customer receives Flame Resistant Garments.

NO

Direct Embroidery

If service is discontinued for any employee, or Customer deletes any of the garments with the direct embroidery for any reason, or terminates this agreement for any reason or fails to renew this agreement, Customer will purchase all direct embroidery garments at then current replacement value.

Customer certifies it **IS** a federal, state or local government branch or agency

Other:

RENTAL SERVICE AGREEMENT

AGREEMENT TERMS AND CONDITIONS



1. The customer, its successors and assigns ("Customer") orders from CINTAS CORPORATION or any of its subsidiaries, successors and assigns ("Company") all of the Customer's requirements of garment rental services and other items covered by this agreement during the term of this agreement all in accordance with the pricing, terms and conditions contained herein. Pricing is based on 52 weeks billing per rental item per year.
2. All garments and other rented items will be cleaned and maintained by Company and remain the property of the Company. Any garments that require replacement due to normal wear will be replaced by Company at no charge to Customer.
3. Unless specified otherwise, the garments supplied under this agreement are not flame resistant or acid resistant and contain no special flame resistant or acid resistant features. Flame resistant and acid resistant garments are available from Company upon request. If Customer has selected flame resistant or acid resistant garments, Customer agrees to notify its employees who are not receiving flame resistant or acid resistant garments that their garments are not designed for use in areas of flammability risk or where contact with hazardous materials is possible. Unless Customer has selected flame resistant or acid resistant garments, Customer warrants that none of the employees for whom garments are supplied under this agreement require flame resistant or acid resistant clothing.
4. Customer agrees to notify Company, in writing, of any hazardous materials that may be picked up by Company in the soiled garments or other textiles serviced under this agreement. In no case will hazardous materials be present to the extent that they may be harmful to Company's employees.
5. If Company provides floor mats to Customer, Customer is ultimately responsible for choosing the type and placement of any floor mats provided by Company and ensuring floor safety locations at its location. If a mat needs to be replaced for any reason prior to its next scheduled service, Customer should remove it and contact Company to request replacement.
6. The weekly rental charge for any individual leaving the employ of Customer can be terminated, but only after all garments issued to that individual, or the current replacement value of same, have been returned or paid to Company. Any non standard, or special products (i.e., logo mats) must be purchased by the Customer if service is stopped for any reason. If items are lost or damaged by any means Customer will pay the then current replacement values for said items. Should Customer require garment sizes that are outside the standard size range, Customer agrees to pay the specific premium price for those items and sizes designated under Uniform Charges.
7. This agreement is effective as of the date of execution. The initial term of this agreement shall be as set forth on the front of this agreement and shall automatically renew for the same period of time unless Company is notified, to the contrary, in writing, no more than 180 days, but no less than 90 days in advance of the expiration of the then current term. Company has the right to increase prices. The Customer has the right to reject the increase within ten (10) days of the notice. If Customer rejects the price increase, Company may terminate this agreement. All invoices must be paid within thirty days after the end of the month. Interest will accrue on any amounts which are not paid when due from the date due to the date of payment in full at an annual percentage rate equal to the lesser of (a) eighteen percent 18% or (b) the maximum rate permitted by applicable law.
8. Company is a licensee and not the owner of the Carhartt trademarked products. If Company should no longer have such license, then Company will substitute the Carhartt trademarked garments with garments of similar material and quality.
9. Customer hereby agrees to defend, indemnify and hold harmless Company from any claims and damages arising out of or associated with this agreement.
10. Company guarantees to deliver the highest quality textile rental service at all times. Any complaints about the quality of the service which have not been resolved in the normal course of business must be sent by registered letter to Company's General Manager. If Company then fails to resolve any material complaint in a reasonable period of time, Customer may terminate this agreement provided all rental items are paid for at the then current replacement values or returned to Company in good and usable condition.
11. Additional customer employees, products and services may be added to this agreement and shall automatically become part of and subject to the terms hereof this agreement, and subject to all of its provisions. If this agreement is terminated early, the parties agree that the damages sustained by Company will be substantial and difficult to ascertain. Therefore, if this agreement is terminated by Customer prior to the application expiration date for any reason other than documented quality of service reasons which are not cured as set forth above, or terminated by Company for cause at any time, Customer will pay to Company, as liquidated damages and not as a penalty, the greater of 50% of the average weekly invoice total multiplied by the number of weeks remaining in the unexpired term, or buy back all garments and other products allocated to Customer at the then current replacement values. Customer shall also be responsible for any unpaid charges on Customers' account prior to termination.
12. While this agreement is in effect, Customer agrees to pay a weekly minimum charge equal to 75% of (a) the charges on the initial invoice and (b) the charges for additional products and services added after the initial invoice.

13. Any dispute or matter arising in connection with or relating to this agreement shall be resolved by binding and final arbitration. The arbitration shall be conducted pursuant to applicable state or federal arbitration law. Any such dispute shall be determined on an individual basis, shall be considered unique as to its facts, and shall not be consolidated in any arbitration or other proceeding with any claim or controversy of any other party. The exclusive jurisdiction and forum for resolution of any such dispute shall lie in the state where Customer is located.
14. Customer certifies that Company is in no way infringing upon any existing contract between Customer and any other similar service provider.
15. This agreement contains the entire agreement of the parties with respect to the subject matter of this agreement and supersedes all prior negotiations, agreements and understandings with respect thereto. This agreement may only be amended, modified or supplemented by a written document executed by all parties, provided, however, if a Federal, state or local governmental body or its representative is a party to this Agreement, the proposed modification, amendment or supplement must be in writing signed by a President or Senior Vice President of Cintas.
16. If Company provides flame resistant clothing to Customer, Customer agrees it bears sole responsibility for selecting the flame resistant clothing and fabrics ("FRC") under this Agreement determining whether such items are appropriate for use by its employees and agents in their applicable work environment(s). CUSTOMER ACKNOWLEDGES THAT COMPANY HAS MADE NO REPRESENTATION, WARRANTY, OR COVENANT WITH RESPECT TO THE FLAME-RESISTANT QUALITIES OR OTHER CHARACTERISTICS OF THE FRC OR WITH RESPECT TO THEIR FITNESS OR SUITABILITY FOR THIS OR ANY OTHER PURPOSE. COMPANY MAKES NO REPRESENTATION WHETHER THE FRC CONSTITUTES APPROPRIATE PERSONAL PROTECTIVE EQUIPMENT FOR THE ENVIRONMENT(S) TO WHICH CUSTOMER'S EMPLOYEES OR AGENTS MAY BE EXPOSED OR AS TO THE FRC'S ABILITY TO PROTECT USERS FROM INJURY OR DEATH. Customer agrees to notify all employees and other agents of Customer who may wear or will be wearing the FRC that it is not designed for substantial heat exposure or for use around open flames. Customer acknowledges that compliance with any and all OSHA or other similar regulations or requirements relating to personal protective equipment is the sole responsibility of Customer. Further, Customer releases Company from any and all liability that results or may result from the use of the garments, including but not limited to any alleged failure of the FRC to function as flame-resistant or provide protection against fire and/or heat. Customer hereby agrees to defend, indemnify and hold harmless Company from any claims and damages arising out of or associated with this Agreement or resulting from Customer's or its employees' use of the FRC.
17. If Company provides high visibility garments to Customer, Customer bears sole responsibility for: (a) determining the level of visibility needed by wearers of the garments for their specific work conditions or uses; (b) identifying and selecting which garments meet the required level of visibility for any particular work conditions or uses; and (c) determining when garments require repair or replacement to meet the required level of visibility. If garment needs to be replaced outside of normal wear and tear, the customer will be charged the then current replacement value. Customer acknowledges and understands that the garments alone do not ensure visibility of the wearer. Customer further acknowledges that Company is relying upon Customer to determine whether any garments need repair or replacement to maintain the required level of visibility. Company represents only that the garments supplied satisfy certain ANSI/ISEA standards to the extent the garments are so labeled. Customer acknowledges that Company has made no other representations, covenants or warranties whether express or implied, related to the garments.
18. IF CUSTOMER CHOOSES TO RENT MASKS FROM CINTAS, CUSTOMER ACKNOWLEDGES THAT PURSUANT TO OSHA REGULATIONS, 29 CFR 1910.132 (SUBPART I), AN EMPLOYER BEARS SOLE RESPONSIBILITY FOR SELECTING THE TYPE(S) OF PERSONAL PROTECTIVE EQUIPMENT TO BE USED BY ITS EMPLOYEES. ALL PURCHASERS OF PERSONAL PROTECTIVE EQUIPMENT FROM CINTAS BEAR FULL RESPONSIBILITY FOR SELECTING THE PPE APPROPRIATE FOR USE BY THEIR EMPLOYEES. CINTAS EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. FURTHER, COMPANY MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, THAT THE MASKS CONTAIN ANY ANTIMICROBIAL, ANTIVIRAL, OR ANTIPATHOGENIC QUALITIES. THESE MASKS ARE NOT INTENDED FOR INFECTION PREVENTION OR REDUCTION OR RELATED USES; THEY ARE NOT RECOMMENDED FOR USE IN A SURGICAL SETTING OR WHERE SIGNIFICANT EXPOSURE TO LIQUID, BODILY, OR OTHER HAZARDOUS FLUIDS MAY BE EXPECTED OR FOR USE IN A CLINICAL SETTING WHERE THE INFECTION RISK LEVEL THROUGH INHALATION EXPOSURE IS HIGH. CUSTOMER RELEASES AND AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS CINTAS AND ANY/ALL OF ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES FROM LIABILITY FOR ANY AND ALL LOSS, DAMAGE, OR EXPENSE, UNDER ANY THEORY, THAT MAY OCCUR RELATED IN ANY WAY TO THE SUBJECT MATTER OF THIS AGREEMENT OR THE PRODUCTS PROVIDED.

19. IF CUSTOMER CHOOSES TO RENT FLAME RESISTANT FACE, NECK AND HEAD COVERINGS ("FR COVERINGS"), CUSTOMER AGREES IT BEARS SOLE RESPONSIBILITY FOR SELECTING THE FR COVERINGS COVERED BY THIS AGREEMENT AND DETERMINING WHETHER SUCH ITEMS ARE APPROPRIATE FOR USE BY ITS EMPLOYEES AND AGENTS IN THEIR APPLICABLE WORK ENVIRONMENT(S). CUSTOMER ACKNOWLEDGES THAT COMPLIANCE WITH ALL OSHA OR OTHER SIMILAR REGULATIONS OR REQUIREMENTS RELATING TO PERSONAL PROTECTIVE EQUIPMENT IS THE SOLE RESPONSIBILITY OF CUSTOMER. CUSTOMER ACKNOWLEDGES THAT CINTAS HAS MADE NO REPRESENTATION, WARRANTY OR COVENANT WITH RESPECT TO THE FLAME-RESISTANT QUALITIES OR OTHER CHARACTERISTICS OF THE FR COVERINGS. CINTAS MAKES NO REPRESENTATION WHETHER THE FR COVERINGS CONSTITUTE APPROPRIATE PERSONAL PROTECTIVE EQUIPMENT FOR THE ENVIRONMENT(S) TO WHICH CUSTOMER'S EMPLOYEES OR AGENTS MAY BE EXPOSED OR AS TO THE FR COVERINGS' ABILITY TO PROTECT USERS FROM INJURY OR DEATH. CUSTOMER AGREES TO NOTIFY ALL EMPLOYEES AND OTHER AGENTS OF CUSTOMER WHO MAY WEAR OR WILL BE WEARING THE FR COVERINGS THAT THEY ARE NOT DESIGNED FOR SUBSTANTIAL HEAT EXPOSURE OR FOR USE AROUND OPEN FLAMES.

20. CINTAS EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. FURTHER, COMPANY MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, THAT THE FR COVERINGS CONTAIN ANY ANTIMICROBIAL, ANTIVIRAL, OR ANTIPATHOGENIC QUALITIES. THESE FR COVERINGS ARE NOT INTENDED FOR INFECTION PREVENTION OR REDUCTION OR RELATED USES; THEY ARE NOT RECOMMENDED FOR USE IN A SURGICAL SETTING OR WHERE SIGNIFICANT EXPOSURE TO LIQUID, BODILY, OR OTHER HAZARDOUS FLUIDS MAY BE EXPECTED OR FOR USE IN A CLINICAL SETTING WHERE THE INFECTION RISK LEVEL THROUGH INHALATION EXPOSURE IS HIGH. CUSTOMER RELEASES AND AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS CINTAS AND ANY/ALL OF ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES FROM LIABILITY FOR ANY AND ALL LOSS, DAMAGE, OR EXPENSE, UNDER ANY THEORY, THAT MAY OCCUR RELATED IN ANY WAY TO THE SUBJECT MATTER OF THIS AGREEMENT OR THE PRODUCTS PROVIDED.

21. If Company provides rubber voltage gloves ("Gloves") or additional personal protective equipment ("PPE"), Customer assumes all risks and agrees it bears sole responsibility for selecting the Gloves and additional PPE and determining whether such items are appropriate for use by its employees and agents in their applicable work environment(s). CUSTOMER ACKNOWLEDGES THAT COMPANY HAS MADE NO REPRESENTATION WHETHER THE GLOVES OR ADDITIONAL PPE CONSTITUTE APPROPRIATE PERSONAL PROTECTIVE EQUIPMENT FOR THE ENVIRONMENT(S) TO WHICH CUSTOMER'S EMPLOYEES OR AGENTS MAY BE EXPOSED OR AS TO THE GLOVES' OR ADDITIONAL PPE'S ABILITY TO PROTECT USERS FROM INJURY OR DEATH. COMPANY MAKES NO REPRESENTATION OR WARRANTIES WITH RESPECT TO THE USEFUL LIFE OF THE GLOVES OR ADDITIONAL PPE, THAT THE GLOVES OR ADDITIONAL PPE HAVE BEEN TESTED OR CERTIFIED, OR THAT THE GLOVES OR ADDITIONAL PPE WILL PASS ANY SAFETY, SPECIFICATION, OR CERTIFICATION TESTS. COMPANY DOES NOT WARRANT THE GLOVES OR ADDITIONAL PPE WILL COMPLY WITH THE REQUIREMENTS OF ANY SAFETY CODE OR REGULATION OF ANY FEDERAL, STATE, MUNICIPALITY OR OTHER JURISDICTION. THE GLOVES AND ADDITIONAL PPE ARE SOLD AS IS. ALL WARRANTIES WHICH MAY ARISE BY IMPLICATION OF LAW, COURSE OF DEALING, OR USAGE OF TRADE (INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) ARE EXPRESSLY EXCLUDED.

22. No agent, employee or representative of Company has authority to make any binding representation, affirmation of fact, or warranty (expressed or implied) with respect to the Gloves or additional PPE. Customer acknowledges that compliance with any and all OSHA or other safety regulations, including but not limited to satisfying the testing requirements under 29 CFR § 1910.137, is the sole responsibility of Customer. Further, Customer releases Company from any and all liability that results or may result from the use of the Gloves and additional PPE, including but not limited to any alleged failure of the Gloves and additional PPE to provide protection against electricity, fire, and/or heat. Customer hereby agrees to defend, indemnify and hold harmless Company from any claims and damages associated with the Agreement or resulting from Customer's or any other third party's use of the Gloves and additional PPE, including the negligence or other fault of Company. For any claims brought by employees of Customer, Customer expressly waives its immunity under applicable state workers compensation statutes.

23. Prevailing Wage/Living Wage. Customer understands and acknowledges individuals who provide services under this Agreement could be entitled to receive prevailing wages, living wages, or other minimum wages and/or benefits established by law ("Wage Statutes"). Customer understands and agrees that Customer is in sole possession and knowledge of the facts and circumstances necessary to make a determination as to whether any or all services provided under this Agreement are subject to any Wage Statutes. Accordingly, Customer agrees that it has the sole responsibility to determine whether the Agreement is subject to any Wage Statutes and that it will inform Cintas of this fact in writing prior to the Parties' execution of the Agreement. In the event that Customer fails to notify Cintas in writing that the Agreement is subject to a Wage Statute and either Cintas or any federal, state, or local authority determines that the services provided under the Agreement are subject to a Wage Statute, Customer agrees that it will pay Cintas all additional sums necessary to raise all wages and benefits covered by the applicable Wage Statute(s) for those individuals providing such services to Customer under the Agreement to the minimum levels required by the applicable Wage Statute(s), and Customer agrees that it will defend and indemnify Cintas from any and all fines, penalties, interest, or other costs, expenses, or charges of any type imposed by any federal, state, or local authority for Cintas's failure to satisfy any such Wage Statute, as well as Cintas's costs and attorneys' fees incurred in responding to or defending against any such claim.

24. By signing the agreement, Customer authorizes Cintas to check its credit to determine payment terms for this agreement.

25. By signing the agreement, Customer waives its signature as a requirement for services rendered. Customer agrees to pay all services in full without the signature on their weekly invoice(s). Customers with multiple weekly invoices have the option to waive their signature on all but one invoice or may waive their signature on all invoices. If Customer chooses to retain signature authority, the respective SSR must be able to contact the customer to obtain a delivery signature. Single Invoice: Signature Waived Multiple Invoices: Signature Waived On All Cintas Location No: 0J66

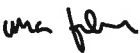
26. I agree that I am authorized to sign on behalf of the Hattiesburg Fire Department: Maintenance.

27. This agreement is subject to the terms and conditions set forth in this agreement subject to Cintas GM approval. By signing below, Customer agrees to and accepts the terms and conditions set forth in this agreement.

Customer

Daniel Wade
Assistant Chief
Hattiesburg Fire Department: Maintenance
dwade@hattiesburgms.com

Sales Representative
Delia Marie Fulmer
Cintas Corporation

Signature: 
Email: FulmerM2@cintas.com

Signature: *Assistant Chief Danny Wade*
Email: dwade@hattiesburgms.com

New Agreement

Final Audit Report

2021-12-21

Created:	2021-11-10
By:	Delia Marie Fulmer (FulmerM2@cintas.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAPy5z_Ai31UDSzirxG1Nts19RbNS_i8ak

"New Agreement" History

-  Document created by Delia Marie Fulmer (FulmerM2@cintas.com)
2021-11-10 - 8:37:27 PM GMT- IP address: 52.146.78.4
-  Document emailed to Delia Marie Fulmer (FulmerM2@cintas.com) for signature
2021-11-10 - 8:37:30 PM GMT
-  Document e-signed by Delia Marie Fulmer (FulmerM2@cintas.com)
Signature Date: 2021-11-10 - 8:38:10 PM GMT - Time Source: server- IP address: 146.112.44.100
-  Document emailed to Assistant Chief Danny Wade (dwade@hattiesburgms.com) for signature
2021-11-10 - 8:38:12 PM GMT
-  Email viewed by Assistant Chief Danny Wade (dwade@hattiesburgms.com)
2021-11-10 - 8:41:59 PM GMT- IP address: 173.235.36.138
-  Document e-signed by Assistant Chief Danny Wade (dwade@hattiesburgms.com)
Signature Date: 2021-12-21 - 4:14:09 PM GMT - Time Source: server- IP address: 173.235.36.138
-  Agreement completed.
2021-12-21 - 4:14:09 PM GMT



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Sherrocko Stewart, Fire Chief

cc:

Date: Tuesday, January 4, 2022

Re: Ratification of submitted grant application to the Federal Emergency Management Agency (FEMA) FY 2021 Assistance to Firefighters Grant Program to fund the purchase of equipment for an estimated cost of \$61,461.52 (\$55,874.11 federal share and \$5,587.41 local share).
File Number: 2021-1460
Minute Book #

Summary

FY 2021 FEMA Assistance to Firefighters Grant Program

Recommendation Statement

I recommend ratification of submitted grant application to the Federal Emergency Management Agency (FEMA) FY 2021 Assistance to Firefighters Grant Program to fund the purchase of an aerial apparatus for an estimated cost of \$61,461.52 (\$55,874.11 federal share and \$5,587.41 local share).

Please place this on the January 4, 2022 City Council meeting for consideration.

 You have successfully submitted your application.

x

System for Award Management (SAM.gov) profile

Please identify your organization to be associated with this application.
All organization information in this section will come from the System for Award Management (SAM) profile for that organization.

HATTIESBURG, CITY OF

Information current from SAM.gov as of:	12/10/2021
UEI-EFT:	N4XZJLJ9AVM1
DUNS (includes DUNS+4):	079448130
Employer Identification Number (EIN):	646000432
Organization legal name:	HATTIESBURG, CITY OF
Organization (doing business as) name:	
Mailing address:	PO BOX 1898 HATTIESBURG, MS 39403-1898
Physical address:	200 FORREST ST HATTIESBURG, MS 39401-3451
Is your organization delinquent on any federal debt?	N
SAM.gov registration status:	Active as of 09/13/2021
☒ We have reviewed our bank account information on our SAM.gov profile to ensure it is up to date	

Applicant information

Please provide the following additional information about the applicant.

Applicant name	Hattiesburg Fire Department
----------------	-----------------------------

Main address of location impacted by this grant

Main address 1	622 Corinne St.
Main address 2	
City	Hattiesburg
State/territory	MS
Zip code	39401
Zip extension	3851

In what county/parish is your organization physically located? If you have more than one station, in what county/parish is your main station located? Forrest

Applicant characteristics

The Assistance to Firefighters Grants Program's objective is to provide funding directly to fire departments and nonaffiliated EMS organizations or a State Fire Training Academy for the purpose of protecting the health and safety of the public and first responder personnel against fire and fire-

related hazards. Please review the Notice of Funding Opportunity Announcement (NOFO) for information on available program areas and for more information on the evaluation process and conditions of award.

Please provide the following additional information about the applicant.

Applicant type:

Fire Department/Fire District

Is this grant application a regional request? A regional request provides a direct regional and/or local benefit beyond your organization. You may apply for a regional request on behalf of your organization and any number of other participating eligible organizations within your region.

No

What kind of organization do you represent?

All Paid/Career

How many active firefighters does your department have who perform firefighting duties?

122

How many of your active firefighters are trained to the level of Firefighter I or equivalent?

122

How many of your active firefighters are trained to the level of Firefighter II or equivalent?

122

Are you requesting training funds in this application to bring 100% of your firefighters into compliance with NFPA 1001?

No

Which of the following standards does your organization meet regarding physicals? If physicals are not required then do not select any option. (optional)

☐ Meets NFPA or 1582 standard

☐ Meets NTSB or DOT standard

☒ Meets State/Local standard

How many members in your department are trained to the level of EMR or EMT, Advanced EMT or Paramedic?

32

Does your department have a Community Paramedic program?

No

How many stations are operated by your department?

9

Does your organization protect critical infrastructure of the state?

Yes

Please describe the critical infrastructure protected below.

Hattiesburg is home to a host of critical medical facilities; emergency service providers; facilities that manufacture and use hazardous chemicals; commercial retail shops; twelve energy and utility facilities that provide electricity, gas, water, and wastewater management; financial services; transportation systems; and government facilities which include seven locations that house a number of government offices. Major educational institutions include the University of Southern Mississippi (USM), William Carey University (WCU), and Pearl River Community College (PRCC). USM's Fall 2019 enrollment topped 14,000, while a growing William Carey University boasted an enrollment of nearly 5,000 in Fall of 2018. Additionally, Hattiesburg has 9 public schools and at least as many private schools. Major medical facilities include Forrest General Hospital and Merit Health Wesley. Forrest General Hospital is a 545-bed, Level II Regional Trauma Center with over 3,600 employees. The FGH emergency room sees over 85,000 patients in year, with over 30,000 inpatient admissions. Merit Health Wesley, a 211-bed facility, is the area's only hospital accredited for Heart Failure care, and employs over 1,200 healthcare professionals. Hattiesburg's transportation infrastructure consists of more than 350 miles of roadway, including one interstate highway (I-59) and three U.S. highways (Hwy 49, Hwy 98, and Hwy 11). Additionally, Hattiesburg has Bobby L. Chain Municipal Airport and three major railroads. Railroads were instrumental in Hattiesburg's

early history and they still shape our current reality today, with 40 railroad crossings in the city and over 30 trains each day. Three rail lines provide an avenue for the transportation of passengers and freight, providing routes from the West to East Coasts, to and from Canada, south to New Orleans and the Gulf Coast, and to the Midwest. Additionally, Hattiesburg has at least 18 commercial facilities which manufacture, store, or use hazardous chemicals, with the Forrest County Industrial Park Located in southern Hattiesburg, east of U.S. Highway 49. Hattiesburg is also home to Camp Shelby Joint Forces Training Center, the nation's largest state-owned military training facility.

Do you currently report to the National Fire Incident Reporting System (NFIRS)? You will be required to report to NFIRS for the entire period of the grant. **Yes**

Please enter your FDIN/FDID. **18004**

Do you offer live fire training? **Yes**

What is the total number of live fire training exercises conducted per year on average? **8**

Operating budget

What is your organizations operating budget (e.g., personnel, maintenance of apparatus, equipment, facilities, utility costs, purchasing expendable items, etc.) dedicated to expenditures for day-to-day activities for the current (at time of application) fiscal year, as well as the previous two fiscal years?

Current fiscal year: **2022**

Fiscal Year	Operating budget
2022	\$9,875,248.00
2021	\$9,496,520.00
2020	\$9,526,409.00

What percentage of the declared operating budget is dedicated to personnel costs (salary, benefits, overtime costs, etc.)? **93**

Does your department have any rainy day reserves, emergency funds, or capital outlay? **No**

What percentage of the declared operating budget is derived from the following	2022	2021	2020
Taxes	99.03	98.99	99.8
Bond issues	0	0	0
EMS billing	0	0	0

What percentage of the declared operating budget is derived from the following	2022	2021	2020
Grants	0	0	0
Donations	0	0	0
Fund drives	0	0	0
Fee for service	0.97	1.01	0.2
Other	0	0	0
Totals	100 %	100 %	100 %

Describe your financial need and how consistent it is with the intent of the AFG Program. Include details describing your organization's financial distress such as summarizing budget constraints, unsuccessful attempts to secure other funding, and proving the financial distress is out of your control.

Hattiesburg's progressive and energetic mayoral administration, recently re-elected to a second term, has expressed renewed commitment to improving fire protection in our city. During the first term, the Hattiesburg Fire Department (HFD) opened a new fire station, increased staffing by nearly 20 percent, and lowered the city's fire insurance rating from Class 4 to Class 3. The Mayor has publicly stated a goal to achieve a Class 2 rating during his second term; a feat that will require substantially more personnel and at least one additional aerial apparatus. Furthermore, we will soon be rebuilding a station that was destroyed by a tornado in 2017 and preparing for a pending annexation effort that will, if successful, necessitate yet another fire station. While all that growth and improvement is exciting and most welcome, the tremendous financial demand has brought budget cuts in areas deemed nonessential to the city's overarching goals. The percentage of our budget dedicated to personnel costs has risen to over 92%, and discretionary spending has been severely curtailed. The subject of this grant request, the Firefighter Support Unit (FSU) project, was started two years ago. However, HFD has, as of yet, been unable to secure funding for large-ticket items that could not be scavenged from other HFD missions and projects or other city departments. We had hoped that SAFER funding for additional manpower might free up funds for the FSU and other projects, but applications in 2020 and 2021 were unsuccessful, as was a 2020 AFG Vehicle Acquisition application for an aerial apparatus. We are seeking private funding for spare air cylinders and a clean turnout gear exchange service that is affiliated with the FSU project, but not included in this grant request. The Hattiesburg Fire Department would greatly appreciate any assistance you could provide to help us enhance the safety and welfare of our members.

In cases of demonstrated economic hardship, and upon the request of the grant applicant, the FEMA Administrator may grant an Economic Hardship Waiver. Is it your organization's intent to apply for an Economic Hardship Waiver?

No

Other funding sources

This fiscal year, are you receiving Federal funding from any other grant program for the same purpose for which you are applying for this grant?

No

This fiscal year, are you receiving Federal funding from any other grant program regardless of purpose?

No

Applicant and community trends

Please provide the following additional information about the applicant.

Injuries and fatalities	2020	2019	2018
What is the total number of fire-related civilian fatalities in your jurisdiction over the last three calendar years?	1	0	0
What is the total number of fire-related civilian injuries in your jurisdiction over the last three calendar years?	6	0	0
What is the total number of line of duty member fatalities in your jurisdiction over the last three calendar years?	0	0	0
What is the total number of line of duty member injuries in your jurisdiction over the last three calendar years?	13	12	9
What is the total number of members with self-inflicted fatalities over the last three years?	0	0	0

How many vehicles does your organization have in each of the type or class of vehicle listed below? You must include vehicles that are leased or on long-term loan as well as any vehicles that have been ordered or otherwise currently under contract for purchase or lease by your organization but not yet in your possession.



Seated riding positions

The number of seated riding positions must be equal or greater than the total number of frontline and reserve apparatus. If there are zero frontline and zero reserve apparatus, the number of seated riding positions must be zero..

Type or class of vehicles	Number of frontline apparatus	Number of reserve apparatus	Number of seated riding positions
Engines or pumpers (pumping capacity of 750 gallons per minute (GPM) or greater and water capacity of 300 gallons or more): pumper, pumper/tanker, rescue/pumper, foam pumper, CAFS pumper, type I, type II engine urban interface.	9	3	62
Ambulances for transport and/or emergency response.	0	0	0
Tankers or tenders (water capacity of 1,000 gallons or more).	0	0	0
Aerial apparatus: aerial ladder truck, telescoping, articulating, ladder towers, platform, tiller ladder truck, quint.	3	0	18
Brush/quick attack (pumping capacity of less than 750 GPM and water carrying capacity of at least 300 gallons): brush truck, patrol unit (pickup w/ skid unit), quick attack unit, mini-pumper, type III engine, type IV engine, type V engine, type VI engine, type VII engine.	0	0	0
Rescue vehicles: rescue squad, rescue (light, medium, heavy), technical rescue vehicle, hazardous materials unit.	0	0	0
Additional vehicles: EMS chase vehicle, air/light unit, rehab units, bomb unit, technical support (command, operational support/supply), hose tender, salvage truck, ARFF (aircraft rescue firefighting), command/mobile communications vehicle.	2	2	8

How many ALS Response vehicles are in your fleet? **0**

Is your department facing a new risk, expanding service to a new area, or experiencing an increased call volume? **No**

Community description

Please provide the following additional information about the community your organization serves.

Type of jurisdiction served City

What type of community does your organization serve? Suburban

What is the square mileage of your first due response zone/jurisdiction served? 54

What percentage of your primary response area is protected by hydrants? 100

What percentage of your primary response area is for the following:	Percentage (must sum to 100%)
Agriculture, wildland, open space, or undeveloped properties	25
Commercial and industrial purposes	37
Residential purposes	38
Total	100

What is the permanent resident population of your first due response zone/jurisdiction served? 45098

Do you have a seasonal increase in population? Yes

What is your seasonal increase in population (number of people)? 3632

Please describe your organization and/or community that you serve.

The Hattiesburg Fire Department (HFD), an all-career organization, is currently composed of 127 sworn personnel and five non-sworn personnel. HFD provides fire suppression and prevention, EMS first response, technical rescue, and HAZMAT services from nine stations distributed throughout its 54 square-mile primary response area. HFD also provides mutual aid to Camp Shelby Joint Forces Training Center, the nation’s largest state-owned military training facility, as well as a regional airport, the neighboring city of Petal and its salt dome storage facilities with capacity to store over 20 billion cubic feet of natural gas, and nine volunteer fire departments in two counties. Through mutual aid, the services of HFD potentially impact an additional 100,000 persons in the Hattiesburg Metropolitan Statistical Area. Even further, Hattiesburg Fire Department is the lead agency for Mississippi Task Force III, a regional disaster response team to which the department provides 16 structural collapse and special rescue technicians, who are deployable throughout our state and beyond. Hattiesburg is home to around 45,000 full-time residents, with substantial daily and seasonal increases from the students of our two four-year universities and the many patrons of our extensive retail and medical community. The Area Development Partnership, a local non-profit economic development organization, estimates weekday populations of about 150,000 people.

Call volume

Summary	2020	2019	2018
Fire - NFIRS Series 100	293	260	239
Overpressure Rupture, Explosion, Overheat (No Fire) - NFIRS Series 200	18	10	10
Rescue & Emergency Medical Service Incident - NFIRS Series 300	1106	2600	2277
Hazardous Condition (No Fire) - NFIRS Series 400	133	144	122
Service Call - NFIRS Series 500	158	251	180
Good Intent Call - NFIRS Series 600	163	282	227
False Alarm & Falls Call - NFIRS Series 700	292	253	250
Severe Weather & Natural Disaster - NFIRS Series 800	9	3	10
Special Incident Type - NFIRS Series 900	4	7	6
Total	2176	3810	3321

Fire

How many responses per year per category?	2020	2019	2018
"Structure Fire" (Of the NFIRS Series 100 calls, NFIRS Codes 111-120)	138	93	82
"Vehicle Fire" (Of the NFIRS Series 100 calls, NFIRS Codes 130-138)	51	49	69
"Vegetation Fire" (Of the NFIRS Series 100 calls, NFIRS Codes 140-143)	51	60	42
Total	240	202	193

Total acreage per year	2020	2019	2018
Total acreage of all vegetation fires	15	36	18

Rescue and emergency medical service incidents

How many responses per year per category?	2020	2019	2018
"Motor Vehicle Accidents" (Of the NFIRS Series 300 calls, NFIRS Codes 322-324)	308	342	312
"Extrications from Vehicles" (Of the NFIRS Series 300 calls, NFIRS Code 352)	3	18	12
"Rescues" (Of the NFIRS Series 300 calls, NFIRS Code 300, 351, 353-381)	12	14	17
EMS-BLS Response Calls	519	2226	1936
EMS-ALS Response Calls	0	0	0
EMS-BLS Scheduled Transports	0	0	0

How many responses per year per category?	2020	2019	2018
EMS-ALS Scheduled Transports	0	0	0
Community Paramedic Response Calls	0	0	0
Total	842	2600	2277

Mutual and automatic aid

How many responses per year per category?	2020	2019	2018
Amount of times the organization received Mutual Aid	1	1	1
Amount of times the organization received Automatic Aid	0	0	0
Amount of times the organization provided Mutual Aid	6	2	2
Amount of times the organization provided Automatic Aid	0	0	0
Of the Mutual and Automatic Aid responses, amount that were structure fires	7	1	1
Total	14	4	4

Grant request details

Are you requesting a Micro Grant? A Micro Grant is limited to \$50,000 in federal resources. **No**

Grant request details Grand total: \$61,461.52

Program area: Operations and safety

Total requested for Equipment activity: \$50,100.00

Air Compressor/Cascade/Fill Station (Fixed or Mobile) for filling SCBA

QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
1	\$39,850.00	\$39,850.00	Equipment

DESCRIPTION
Mako Mobile Containment Fill System model MCFS3, three SCBA fill, 6000psi rated, containment style fill station with eight 6000psi ISO cylinders and connections. Includes a custom rack for 20 SCBA cylinders and mounting on our existing apparatus.

More Details for Air Compressor/Cascade/Fill Station (Fixed or Mobile) for filling SCBA.

What is the purpose of this request?

Obtain equipment to achieve minimum operational and deployment standards for existing missions

Will the equipment being requested bring the organization into voluntary compliance with a national standard, e.g. compliance with NFPA, OSHA, etc? In your narrative statement, please explain how this equipment will bring the organization into voluntary compliance.

Yes

Is your department trained in the proper use of the equipment being requested?

Yes

Are you requesting funding to be trained for these item(s)? (Funding for requested training should be requested as additional funding).

No

If you are not requesting training funds through this application, will you obtain training for this equipment through other sources?

Yes

Responder Rehab Equipment

QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
1	\$1,532.00	\$1,532.00	Equipment
DESCRIPTION			
Solera Smart Arm RV Awning, 16'			

More Details for Responder Rehab Equipment.

What is the purpose of this request?

Upgrade technology to current standard

Will the equipment being requested bring the organization into voluntary compliance with a national standard, e.g. compliance with NFPA, OSHA, etc? In your narrative statement, please explain how this equipment will bring the organization into voluntary compliance.

No

Is your department trained in the proper use of the equipment being requested?

Yes

Are you requesting funding to be trained for these item(s)? (Funding for requested training should be requested as additional funding).

No

If you are not requesting training funds through this application, will you obtain training for this equipment through other sources?

No

IDLH Monitoring Equipment

QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
1	\$1,260.00	\$1,260.00	Equipment
DESCRIPTION			
Draeger X-am 5000 Multi Gas Detector			

More Details for IDLH Monitoring Equipment.

What is the purpose of this request?

Upgrade technology to current standard

Will the equipment being requested bring the organization into voluntary compliance with a national standard, e.g. compliance with NFPA, OSHA, etc? In your narrative statement, please explain how this equipment will bring the organization into voluntary compliance.

No

Is your department trained in the proper use of the equipment being requested? **Yes**

Are you requesting funding to be trained for these item(s)? (Funding for requested training should be requested as additional funding). **No**

If you are not requesting training funds through this application, will you obtain training for this equipment through other sources? **Yes**

Responder Rehab Equipment

QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
1	\$710.00	\$710.00	Equipment

DESCRIPTION

Welch Allen Connex ProBP 3400 Digital Blood Pressure Device, rechargeable, w/large and extra-large cuffs.

More Details for Responder Rehab Equipment.

What is the purpose of this request? **Upgrade technology to current standard**

Will the equipment being requested bring the organization into voluntary compliance with a national standard, e.g. compliance with NFPA, OSHA, etc? In your narrative statement, please explain how this equipment will bring the organization into voluntary compliance. **Yes**

Is your department trained in the proper use of the equipment being requested? **Yes**

Are you requesting funding to be trained for these item(s)? (Funding for requested training should be requested as additional funding). **No**

If you are not requesting training funds through this application, will you obtain training for this equipment through other sources? **No**

Responder Rehab Equipment

QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
1	\$2,549.00	\$2,549.00	Equipment

DESCRIPTION

KwiKool KPAC14112 14,000 BTU Portable Air Conditioner

More Details for Responder Rehab Equipment.

What is the purpose of this request? **Upgrade technology to current standard**

Will the equipment being requested bring the organization into voluntary compliance with a national standard, e.g. compliance with NFPA, OSHA, etc? In your narrative statement, please explain how this equipment will bring the organization into voluntary compliance. **No**

Is your department trained in the proper use of the equipment being requested? **Yes**

Are you requesting funding to be trained for these item(s)? (Funding for requested training should be requested as additional funding). **No**

If you are not requesting training funds through this application, will you obtain training for this equipment through other sources? **No**

Responder Rehab Equipment

QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
1	\$4,199.00	\$4,199.00	Equipment

DESCRIPTION
Masimo Rad-57 Pulse CO-Oximeter with SpCO option, Adult sensor, cable, and carry case.

More Details for Responder Rehab Equipment.

What is the purpose of this request? **Obtain equipment to achieve minimum operational and deployment standards for existing missions**

Will the equipment being requested bring the organization into voluntary compliance with a national standard, e.g. compliance with NFPA, OSHA, etc? In your narrative statement, please explain how this equipment will bring the organization into voluntary compliance. **No**

Is your department trained in the proper use of the equipment being requested? **Yes**

Are you requesting funding to be trained for these item(s)? (Funding for requested training should be requested as additional funding). **No**

If you are not requesting training funds through this application, will you obtain training for this equipment through other sources? **Yes**

More Details for Equipment.

Narrative

Project Description

The Hattiesburg Fire Department (HFD) seeks to enhance the safety and well-being of its operational members and its mutual aid personnel through a renewed commitment to incident scene rehabilitation. Over two years ago the department obtained a surplus US Air Force vehicle through the Federal Firefighter Property Program (FPP) administered by the Mississippi Forestry Commission. The 1999 medium-duty International truck with a 16' custom body has just over 8000 miles on the odometer and has been very well maintained. From its former use as a mobile cascade and support vehicle, it had retained a 20kw power-take-off (PTO) generator, a compressor to support air tools, scene lighting, and other amenities. It would serve as a near-ideal platform for a unit to support firefighters working on fire scenes, training exercises, and any other demanding missions with breathing air, medical monitoring, and rehabilitation services. HFD dubbed the new project the Firefighter Support Unit (FSU) to reflect its member-oriented focus. We began to assemble needed equipment from items already in inventory, and planned the acquisition of a mobile cascade system with an onboard breathing air compressor to be powered by the existing generator. Unfortunately, the quest for lower insurance ratings caused a major shift in fire department budget priorities and allocations, leaving little available funding for the FSU project.

The project stalled and the apparatus was relegated to a storage building. This grant request includes several equipment items needed to complete the FSU project and provide our firefighters with much-improved on-scene rehabilitation services: - Mako Mobile Containment Fill System model MCFS3, three SCBA fill, 6000psi rated, containment style fill station with eight 6000psi ISO cylinders and connections (\$39,850.00) - This request includes fitting the system to our FSU apparatus and also includes a custom rack for 20 SCBA cylinders. - Solera Smart Arm RV Awning, 16' (\$1,532.00) - A pull-out canopy will provide shelter and shade for initial rehab operations if needed before a tent can be set up, as well as for the air fill station. - Draeger X-am 5000 Multi-Gas Detector (\$1,260.00) - This specially-configured four-gas meter will monitor the presence of toxic products of combustion in the rehab area. Sensors will include carbon monoxide (CO) and hydrogen cyanide (HCN), two common fireground toxins that are especially dangerous in combination. The Draeger meter is unusual in its ability to monitor for the synergistic hazard of these "toxic twins." - Masimo Rad-57 Pulse CO-Oximeter with SpCO option, adult sensor, cable, and carry case (\$4199.00) - A pulse-oximeter that is capable of monitoring CO levels in the blood is the only way to quantify CO saturation and make appropriate decisions regarding reassignment or treatment. - Welch Allen Connex ProBP 3400 Digital Blood Pressure Device, rechargeable, w/large and extra-large cuffs (\$710.00) - This professional-quality unit will provide quick and accurate blood pressure and heart rate monitoring on a variety of arm sizes. - KwiKool KPAC14112 14,000 BTU Portable Air Conditioner (\$2,549) - This commercial-grade portable air-conditioner will lower temperatures inside our existing inflatable rehab shelter for more effective firefighter rehabilitation.

Cost/Benefit

The benefits of enhanced firefighter safety are incalculable. Many studies have estimated monetary savings from various programs that reduce firefighter injuries. A 2013 Oregon Health & Science University study estimated that firefighter injury rates are nearly ten times that of other occupations and that costs associated with fire service workplace injuries increased 71% between 1992 and 2010. An even greater operational, financial, and psychological burden on the fire service is the incidence of medical emergencies associated with firefighting. US Fire Administration (USFA) and US Department of Commerce data have long shown that cardiovascular events are the leading cause of firefighter deaths and a huge contributor to early retirements, causing financial distress, a loss of experienced and valuable personnel, and detrimental psychological impacts on surviving members. Conversely, the impact of various exposure-related cancers and their devastating impacts on the fire service are still being explored. While we cannot fully quantify the potential financial impact of our Firefighter Support Unit's health and safety benefits, it is our duty as fire service leaders to do everything in our power to protect the welfare of our personnel. The US fire service recognizes the necessity of proper fireground rehabilitation. Beginning with the 1992 publication of the USFA report FA-114, "Emergency Incident Rehabilitation", increased awareness of the importance of rehab has led to the development of NFPA 1584, "Recommended Practice on the Rehabilitation of Members Operating at Incident Scene Operations and Training Exercises", the 2008 joint USFA and International Firefighters Association (IAFF) manual, "Emergency Incident Rehabilitation", and many other articles and studies over the past ten years. Requested equipment will enhance the health

and safety of our personnel by ensuring an available supply of breathing air at all times, by reducing thermal stresses on rehabilitating firefighters, and by enhancing our ability to monitor their vital signs and detect exposures to toxic products of combustion. We have made extensive revisions to our original concept for the Firefighter Support Unit in an effort to maximize the cost/benefit ratio for requested federal funds. We have abandoned plans for an expensive onboard breathing air compressor, deferred a fireground turnout gear exchange program until it can be budgeted locally or funded through private grants, and focused the mission of the unit on the safety and welfare of department personnel by eliminating peripheral functions such as support for salvage operations. The largest savings, of course, was the acquisition of a vehicle through the Federal Firefighter Property Program (FFP) and the Mississippi Forestry Commission. The vehicle's previous service as a mobile cascade unit for the US Air Force allows adaptation to our mission with minimal modification and minimal cost. The existing 20kw power-take-off (PTO) generator and onboard lighting easily support the proposed rehabilitation area including a climate-controlled tent and other amenities. Since the Firefighter Support Unit is an ongoing project, many costs and needs have been funded gradually over time through our department budget. Additionally, we have sourced many items from other missions or other city departments—including an inflatable tent, propane-fired heaters for cold weather rehab operations, folding tables and chairs, radio equipment, oxygen bottles, and medical supplies. We are primarily seeking funding for large-ticket items that we have been unable to acquire due to the financial demands of other city-mandated department goals.

Statement of Effect

- In addition to the moral duty to care for our people to the best of our ability and the morale benefits that come with demonstrating that concern through positive action, improved health for operational personnel results in increased readiness, reduced staffing limitations, and lower medical costs. The Firefighter Support Unit (FSU) will be housed at HFD Station 4, positioning it near the center of the city. Staffed by a single certified driver, it will respond to all working fires in a non-emergency mode for safety purposes. It will also respond to any other incident when requested by the Incident Commander (IC), and to training exercises held any place other than the training center complex. Once it is on scene, the IC will assign an emergency medical technician to establish and manage a rehabilitation section. - HFD has two fixed breathing air systems. One small system is located at our training facility, which is in an industrial park on the southeastern periphery of the city. The larger system is housed in our central fire station, Station 1. Since Hattiesburg is bounded by a river and the neighboring city of Petal on its east side, most expansion over the past fifty years has been to the west and northwest. That trend is continuing with pending annexations in both directions. As a result, Station 1 is now far east of the geographic center of the city, and fire stations in our heavily-commercial western district are widely spaced. The excessive distances between western fire stations has made our path to NFPA 1710 and Mississippi Insurance Rating Bureau compliance on even low-hazard fires difficult. The preponderance of medium hazard commercial occupancies such as strip malls, department stores, apartment complexes, large medical clinics, and two regional hospitals makes the challenges even more daunting. The city has responded by adding manpower, but more firefighters exacerbate problems with air supply. At least twice in the past year, fire suppression

strategies and tactics on larger incidents have been altered to compensate for the dwindling number of SCBA cylinders available at the incident scene. Round trip driving distances of more than 20 miles in city traffic make refilling cylinders during an incident impractical. - Poor access to SCBA cylinder refills also makes firefighters hesitant to use their SCBA on smaller incidents. Some members avoid masking up at car fires, pot-on-the-stove incidents, etc., because their company might be out of service for over an hour to top off their cylinders. This is clearly an unacceptable safety hazard and cannot be tolerated. However, a different safety hazard is created when those companies travel far from their service areas to refill bottles, increasing response times and depleting manpower resources that are already marginal. - The mobile cascade system requested for the FSU includes eight 6000psi cylinders and is capable of filling approximately 55 of our standard SCBA cylinders (45 min/4500psi). If fully depleted, the cascade system can be refilled from the compressor at Station 1 in about 6-8 hours or 10-12 hours from the training academy unit. - The rehabilitation function of the FSU will consist of an inflatable tent repurposed from a regional HAZMAT mission. We have a ducted propane-fired heater for the tent and are asking for funds to purchase a commercial air conditioner for hot weather use. We are also asking for funds to purchase medical monitoring equipment, including a pulse oximeter with CO capability, a professional-quality BP monitor, and a four-gas meter configured to monitor the atmosphere at the rehab site for toxic fireground gases. By providing medical screening at a defined point on the incident scene, the rehab unit will satisfy most requirements of NFPA 1584 while facilitating accountability and maximizing firefighter safety and efficiency.

Total requested for Training activity: \$11,361.52

Total requested for Safety Officer (NFPA 1521) project:
\$11,361.52

Specialized			
QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
1	\$1,030.00	\$1,030.00	Contractual
DESCRIPTION			
Mississippi State Fire Academy field delivery fee for Fire Department Incident Safety Officer 1521 certification course for 15 students.			
Reference Texts			
QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
16	\$75.82	\$1,213.12	Supplies
DESCRIPTION			
Fire Department Incident Safety Officer, 3rd Edition, Jones and Bartlett Learning (2016).			
Classroom			
QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS

68	\$31.00	\$2,108.00	Personnel
DESCRIPTION			
Instructor salaries - Classroom contact (48 hrs) and administrative time (20 hrs) for Training Chief Chris Carr to deliver the class (\$31/hour).			
Classroom			
QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
240	\$29.21	\$7,010.40	Personnel
DESCRIPTION			
Operational salary expenses - Backfill overtime wages for five senior operational personnel during the 48-hour course delivery (240 total hours) at an average overtime rate of \$29.21 (\$19.47/hr X 1.5). One-third of the students would normally be on-duty at any time during the course delivery.			

More Details for Safety Officer (NFPA 1521).

Provide a detailed description of the Training Program you selected.	The training program will consist of one field delivery of the Mississippi State Fire Academy's Fire Department Incident Safety Officer 1521 course for 15 personnel. This 48-hour course is IFSAC and ProBoard accredited and satisfies requirements for NFPA 1521, Standard on Fire Department Safety Officer Professional Qualifications.
Generally, this program can best be categorized as:	Training that is evaluated using national or state standards
How many personnel will be trained by this program?	15
Generally, the training program provided under this grant:	Will address an identified risk for your department or community, please specify:
Generally, the training program provided under this grant:	Only one Hattiesburg Fire Department command-level officer is certified as an Incident Safety Officer. An increased awareness and depth of knowledge of fireground risks and safety procedures will greatly reduce the chance of firefighter casualties. Knowledge of NFPA 1500 and 1584 standards should convince command officers of the value and importance of proper rehabilitation procedures and enhance the effectiveness of the project equipment, as well as improve overall operational scene safety
Will this training enhance your ability to perform Mutual Aid?	Yes
Please explain	This training will allow a certified Incident Safety Officer (ISO) to accompany the Firefighter Support Unit when it is dispatched to support mutual aid partners. This is especially important since none of our volunteer mutual aid departments have ISOs on their rosters.
Will this training include members from other fire departments and/or nonaffiliated EMS organizations?	No
Will this training be:	Instructor-led

More Details for Training.

Narrative

Project Description	Safety on the incident scene begins with knowledge and
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awareness. Safety training is sorely lacking at HFD. Only five of our 127 members have any form of incident safety training and most of them are eligible for retirement. This project focuses on training senior operational personnel to the NFPA 1521, Standard for Fire Department Safety Officer Professional Qualifications standard, to ensure that at least one safety-certified officer is present at every full alarm response. The training activity requested is a field delivery of the Mississippi State Fire Academy (MSFA) Fire Department Incident Safety Officer 1521 course for 15 personnel. This is a 48-hour NFPA 1521 compliant course that is accredited by both IFSAC and ProBoard, and will be delivered at the Hattiesburg Police & Fire Training Academy. It will be taught by the Hattiesburg Fire Department (HFD) Director of Training, a former MSFA staff instructor with experience teaching this course. All testing and assessment will be conducted by current MSFA instructors.

Cost/Benefit

The MSFA field delivery format is our only practical way to obtain meaningful safety training and certification in a timely and affordable manner. On-campus NFPA 1521 courses are no longer offered due to COVID restrictions and distance learning options have had unsatisfactory outcomes for many of our members. Our funding request for this project includes the MSFA course fee, textbooks for the students and instructor, salary reimbursement for the lead instructor, and overtime reimbursement for the students. The overtime reimbursement request is based on the estimated cost to replace five officers per shift (the number that would be on duty at once) for the course's 48 contact hours. The course will be provided to the five of our six Operations Division battalion chiefs who are not NFPA 1521 certified, the six senior lieutenants who are qualified to step up to the battalion chief role, and three lieutenants/company officers who are promotable to senior lieutenant, as well as our department training officer who will need to share the knowledge in order to incorporate new safety practices into future training evolutions.

Statement of Effect

As stated above, only a handful of HFD officers have any formal safety training at all. Any effort to establish an enhanced culture of safety within our department requires that incident commanders and other operational leaders share an awareness of the importance of currently-accepted safe practices and a common understanding of the steps necessary to achieve safety on incident scenes. This includes an appreciation of the importance of incident scene rehabilitation and knowledge of how to establish and manage an effective rehab section. No amount of equipment will improve incident safety and outcomes without buy-in from all personnel, and there will be no member buy-in, no culture of safety, and no commitment to proper rehabilitation practices without buy-in and commitment from the leadership. We believe that comprehensive safety training to the NFPA 1521 standard is the most efficient and effective foundation for a safety program that will eventually extend its impact beyond the incident scene into the firehouse and all aspects of our firefighters' lives, as well as into the cultures of our mutual aid partners where many of our members work on a part-time basis.

Grant request summary

The table below summarizes the number of items and total cost within each activity you have requested funding for. This table will update as you change the items within your grant request details.

Grant request summary

Activity	Number of items	Total cost
Equipment	6	\$50,100.00
Training	4	\$11,361.52
Total	10	\$61,461.52

Is your proposed project limited to one or more of the [following activities](#) ⓘ : Planning and development of policies or processes. Management, administrative, or personnel actions. Classroom-based training. Acquisition of mobile and portable equipment (not involving installation) on or in a building.

Yes

Budget summary

Budget summary

Object class categories	Total
Personnel	\$9,118.40
Fringe benefits	\$0.00
Travel	\$0.00
Equipment	\$50,100.00
Supplies	\$1,213.12
Contractual	\$1,030.00
Construction	\$0.00
Other	\$0.00
Total direct charges	\$61,461.52
Indirect charges	\$0.00
TOTAL	\$61,461.52
Non-federal resources	
Applicant	\$5,587.41
State	\$0.00
Other sources	\$0.00
Remarks	
Total Federal and Non-federal resources	
Federal resources	\$55,874.11
Non-federal resources	\$5,587.41

Object class categories	Total
TOTAL	\$61,461.52
Program income	\$0.00

Contact information

No

Secondary point of contact

Please provide a secondary point of contact for this grant.

The Authorized Organization Representative (AOR) who submits the application will be identified as the primary point of contact for the grant. Please provide one secondary point of contact for this grant below. The secondary contact can be members of the fire department or organizations applying for the grant that will see the grant through completion, are familiar with the grant application, and have the authority to make decisions on and to act upon this grant application. The secondary point of contact can also be an individual who assisted with the development, preparation, or review of the application.

MR Barry Collins
Battalion Chief

Primary phone
6016410371
Mobile

Additional phones
6015823311
Work

Fax

bcollins@hattiesburgms.com

Assurance and certifications

OMB number: 4040-0007, Expiration date: 02/28/2022 [View burden statement](#)

SF-424B: Assurances - Non-Construction Programs

OMB Number: 4040-0007

Expiration Date: 02/28/2022

Certain of these assurances may not be applicable to your project or program. If you have any questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

Certifications regarding lobbying

OMB Number: 4040-0013

Expiration Date: 02/28/2022

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the

making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

OMB number: 4040-0013, Expiration date: 02/28/2022 [View burden statement](#)

SF-LLL: Disclosure of Lobbying Activities

OMB Number: 4040-0013

Expiration Date: 02/28/2022

Complete only if the applicant is required to do so by 44 C.F.R. part 18. Generally disclosure is required when applying for a grant of more than \$100,000 and if any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Further, the recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event described in 44 C.F.R. § 18.110(c) that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by the applicant.

The applicant is not currently required to submit the SF-LLL.

Notice of funding opportunity

I certify that the applicant organization has consulted the appropriate Notice of Funding Opportunity and that all requested activities are programmatically allowable, technically feasible, and can be completed within the award's Period of Performance (POP).

Accuracy of application

I certify that I represent the organization applying for this grant and have reviewed and confirmed the accuracy of all application information submitted. Regardless of intent, the submission of information that is false or misleading may result in actions by FEMA that include, but are not limited to: the submitted application not being considered for award, enforcement actions taken against an existing award pending investigation or review, or referral to the DHS Office of Inspector General.

Authorized Organizational Representative for the grant

By signing this application, I certify that I understand that inputting my password below signifies that I am the identified Authorized Organization Representative for this grant. Further, I understand that this electronic signature shall bind the organization as if the application were physically signed and filed.

Authorization to submit application on behalf of applicant organization

By signing this application, I certify that I am either an employee or official of the applicant organization and am authorized to submit this application on behalf of my organization; or, if I am not an employee or official of the applicant organization, I certify that the applicant organization is aware I am submitting this application on its behalf, that I have written authorization from the applicant organization to submit this application on their behalf, and that I have provided contact information for an employee or official of the applicant organization in addition to my contact information.



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Ann Jones, Chief Administrative Officer
cc: Wiley Quinn, Code Enforcement Division Manager
Date: Tuesday, January 4, 2022
Re: Acknowledge receipt of term bids for Lot Clearing/Grass Cutting Services on January 4, 2022 and award bid to MSP Enterprises as the primary contractor, with the alternate contractor being Sunshine Construction for the term of January 1, 2022 through December 31, 2022.
File Number: 2021-1464
Minute Book #

Summary

Acknowledge receipt of term bids for Lot Clearing/Grass Cutting Services on January 4, 2022 and award bid to MSP Enterprises as the primary contractor, with the alternate contractor being Sunshine Construction for the term of January 1, 2022 through December 31, 2022.

Recommendation Statement

I recommend the award of the term bids for lot clearing/grass cutting services for the Code Enforcement Division for 2022.

Please place this on the January 4, 2022 City Council meeting for consideration.

Primary Contractor:

WQ 12/27/21

FILED

DEC 16 2021

BY

CITY CLERK
DEPUTY CLERK

[Signature]
8:47 am

Bid
Item: Lot Clerk
for City of Antisburg
Bid Opening: December 16, 2021
Submitted by MSP Enterprises
Certificate of Responsibility # 23400-MC

BID FORM
LOT CLEARING
December 16, 2021

Bidders are to indicate the price per hour charged, except where other units are specified, for operating each type of equipment below. Labor cost for the operation of the equipment shall be included in the hourly rate for each. Below each item, complete the description for the year, make, model, and other details where requested. If bidder does not have a particular type of equipment, enter "N/A" in the price per hour field. Additional fields are provided to indicate if the bidder utilizes multiple units.

a. Mini Excavator/Skid Steer

\$ 65⁰⁰ hr with Bucket & Grapple
a. Year 2019 Make CAT Model 303
b. Year 2020 Make Bobcat Model E32
2019 Bobcat 770

b. Brush cutter/brush hogs (attached to driving equipment)

\$ 40⁰⁰ hr
a. Year 2001 Make Long Model 2360
b. Year 2012 Make Kubota Model NT5200
2019 Bobcat 770

c. Riding mowers

1. Make SKAG Model Tiger CAT \$ 25⁰⁰
2. Make SKAG Model Tiger Cub
3. Make _____ Model _____

d. Weedeaters/Trimmers/Edgers/Blower

1. Make Stihl (3) Model KM111R \$ 15⁰⁰
2. Make Stihl Blower Model _____
3. Make Stihl SAW Model MS201T

e. Push or walk-behind mowers

1. Make Honda (2) Model 311 \$ 15⁰⁰
2. Make _____ Model _____
3. Make _____ Model _____

Manpower for simple labor (picking up trash & litter, loading by hand, simple hand tools, minor repair, closing and securing of windows & doors.)

*Materials for repairs will either be purchased directly by the city or will be reimbursed to the contractor; materials will be addressed, when necessary, in specific task orders.

\$ 12⁰⁰

Hauling trucks with trailers or dump trucks**

\$ 5.48 per cu. yd.

**Price should NOT include tipping fees. Majority of project sites for hauling are east of Hwy 49. Loads are hauled to 98 Waste. Tipping fees will be billed directly to the city.

Description: 2005 International Capacity: 23 cu. yds.
2006 International 2000 cu. yds

a. Description: 1993 MACK Capacity: 16 cu. yds.

Description: Load MAX trailer Capacity: 26 cu. yds.

1. Other Equipment Not Specified

Description: 3" Sump pump w/hoses \$ 200⁰⁰ per day

Year _____ Make _____ Model _____

Description: DOOSAN trackhoe \$ 82⁰⁰ per hr.

Year 2021 Make DOOSAN Model 140

Description: Stihl Concrete SAW \$ 4⁰⁰ per hr.

Year _____ Make _____ Model _____

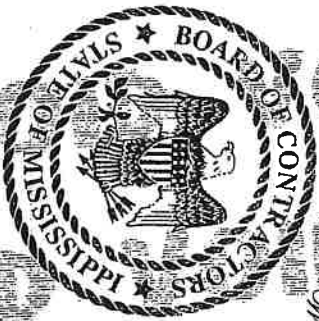
Description: _____ \$ _____ per _____

Year _____ Make _____ Model _____

I understand that these prices shall remain firm for the term specified in the notice and that estimates may be required prior to being granted notice to proceed on any task order. I understand that hourly rates payable include only time during which a piece of equipment is actually operating on a task and not en route and not standing by on a site. I also understand that movers for work are required to clearly identify the task/purchase order and property address with which charges are affiliated. I further attest that the declared equipment along with operators to operate said equipment will remain available in order to execute task orders in a timely manner, and that if/when unable to execute in a timely manner, that an alternate bidder may be utilized.

Mike Pattison 12/15/2021
Signature Date

General Liability & Work Comp
Insurance on file with city



State of Mississippi

BOARD OF CONTRACTORS

ACTIVE

MSP ENTERPRISES LLC

683 R V LINDELEY RD

MOBILE, MS 39459

is duly registered and entitled to perform

BUILDING CONSTRUCTION

We have heretofore set our hand and caused the Seal of the Mississippi Board of Contractors to be affixed this 22 day of April, 2021

CERTIFICATE OF RESPONSIBILITY

No. 23400-MC

Expires Sep. 22, 2022

CHAIRMAN OF THE BOARD

Joel A. Canell

State of Mississippi

Certificate of Formation

Acting under the authority vested in me as Secretary of State by the Constitution and Laws of this State,
I do hereby certify the following has satisfied all conditions precedent for formation in this State.

Jose's Mowing LLC



Given this the 9th day of December, Two Thousand
and Twenty-One, in the Capital City of Jackson,
Mississippi under my Hand and Seal,

Michael W. Watson

STATE OF MISSISSIPPI
PROFESSIONAL SERVICES LICENSE
DEPARTMENT OF AGRICULTURE AND COMMERCE
BUREAU OF PLANT INDUSTRY
MISSISSIPPI STATE, MISSISSIPPI 39762

ID No. - 36184

Company Location No. - 372101

Date Issued - July 15, 2013

LYNDA JARRELL
90 L J FARM ROAD
PETAL, MS 39465-

The above named individual has complied with the provisions of § 69-19-1 – 69-19-15, Mississippi Code 1972, and is entitled to engage in professional services for TERRY'S BACKHOE & TREE SERVICE, LLC in the license categories TSL, JSL,




John G. Campbell, Director

STATE OF MISSISSIPPI LICENSE

DEPARTMENT OF AGRICULTURE AND COMMERCE
BUREAU OF PLANT INDUSTRY
MISSISSIPPI STATE, MISSISSIPPI 39762

No. LT 794

September 16, 2010

Name Lynda Jarrell D/B/A Terry's Tree Service
Address 401 J Farm Road Petal, MS 39465-

The above named individual or firm has complied with the provisions of Section 69-19-1 through 69-19-11, Mississippi Code 1972, and is entitled under this license to engage in the following professional services in Mississippi:

Landscape Gardening



This Is Not A Recommendation But An Official Record

BONDED

Butch Alpe
Butch Alpe, Director

Alternate Contractor
WQ. 12/27/21

Lot Clearing & Cleaning Bid
Sunshine Construction

FILED

DEC 14 2021

BY  CLERK
DEPUTY CLERK

10:50 AM

BID FORM
LOT CLEARING
December 16, 2021

Bidders are to indicate the price per hour charged, except where other units are specified, for operating each type of equipment below. Labor cost for the operation of the equipment shall be included in the hourly rate for each. Below each item, complete the description for the year, make, model, and other details where requested. If bidder does not have a particular type of equipment, enter "N/A" in the price per hour field. Additional fields are provided to indicate if the bidder utilizes multiple units.

a. Mini Excavator/Skid Steer

\$ 65.00 HR
a. Year 1989 Make KAMATSU Model PC30-7
b. Year 1995 Make SKID STEER Model T190

b. Brush cutter/brush hogs (attached to driving equipment)

\$ 48.00 HR.
a. Year 1989 Make CASE Model 1H275
b. Year 2021 Make KING CUTTER Model 310088

c. Riding mowers

\$ 25.00
1. Make ZERO TURN Model 23HP 25 4E 48IN
2. Make HUSKAR Model TRAILER 45IN
3. Make _____ Model _____

d. Weed eaters/Trimmers/Edgers/Blower

\$ 15.00
1. Make STIHL Model 4656 FC
2. Make STIHL Model 250 FC
3. Make STIHL Blower Model 450

e. Push or walk-behind mowers

\$ _____
1. Make _____ Model _____
2. Make _____ Model _____
3. Make _____ Model _____

Manpower for simple labor (picking up trash & litter, loading by hand, simple hand tools, minor repair, closing and securing of windows & doors.)

\$ 12.00 HR

*Materials for repairs will either be purchased directly by the city or will be reimbursed to the contractor; materials will be addressed, when necessary, in specific task orders.

Hauling trucks with trailers or dump trucks**

\$ 6.50 per cu. yd.

**Price should NOT include tipping fees. Majority of project sites for hauling are east of Hwy 49. Loads are hauled to 98 Waste. Tipping fees will be billed directly to the city.

Description: Big Tex Dump Trailer Capacity: 23 cu. yds.

a. Description: Roll of Dump Truck Capacity: 30 cu. yds.

Description: Roll of Dump Truck Capacity: 40 cu. yds.

1. Other Equipment Not Specified

Description: Nuckle Boon Loader \$ 45.00 per hr

Year 1999 Make International Model 4900

Description: _____ \$ _____ per _____

Year _____ Make _____ Model _____

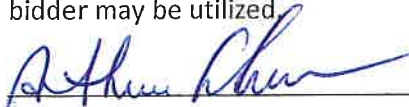
Description: _____ \$ _____ per _____

Year _____ Make _____ Model _____

Description: _____ \$ _____ per _____

Year _____ Make _____ Model _____

I understand that these prices shall remain firm for the term specified in the notice and that estimates may be required prior to being granted notice to proceed on any task order. I understand that hourly rates payable include only time during which a piece of equipment is actually operating on a task and not en route and not standing by on a site. I also understand that movers for work are required to clearly identify the task/purchase order and property address with which charges are affiliated. I further attest that the declared equipment along with operators to operate said equipment will remain available in order to execute task orders in a timely manner, and that if/when unable to execute in a timely manner, that an alternate bidder may be utilized.


Signature

12-13-21
Date

NOTICE TO BIDDERS

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi, will receive sealed bids until December 16, 2021 at 10:00 a.m., in the City Clerks Office, in the City Hall of said City, for furnishing the City's requirements for the following supplies, to-wit:

ITEM: LOT CLEARING FOR THE CITY OF HATTIESBURG

The above shall be bid upon and delivered as per detailed specifications on file in the Office of the City Clerk, 200 Forrest Street, Hattiesburg, Mississippi, 39403, (601) 545-4552, which may be obtained upon request.

SEALED BIDS:

Sealed bids must be received in a sealed envelope which is marked in the lower left-hand corner with the word BID and the LOT CLEARING on which bid is being made and the DATE OF BID OPENING.

The lowest and best bid received will be accepted, subject to the provisions of Section 31 -7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any or all bids received and to waive formalities.

PUBLISHED by Order of the Council on this, the 16th of November .

CITY OF HATTIESBURG, MISSISSIPPI

Kermas Eaton/s/
CITY CLERK

(S E A L)

Publish Date: November 25, 2021 & December 2, 2021

SEALED BIDS must be received by 10:00 a.m., December 16, 2021, in the City Clerk's office at City Hall, 200 Forrest Street, Hattiesburg, MS 39401, in a sealed envelope which is clearly marked in the lower left-hand corner EXACTLY as follows:

BID

ITEM: LOT CLEARING

FOR CITY OF HATTIESBURG

CERTIFICATE OF RESPONSIBILITY NO. _____

BID DETAILS:

Official bid documents are available at the City Clerk's office at City Hall, 200 Forrest Street, Hattiesburg, MS 39401. Questions may be directed to the City Clerk's office at 601-545-4552.

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any and all bids received and to waive informalities.

APPROVED on this, the 16th day of November 2021.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
CITY CLERK



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/14/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Advantage One Insurance, Inc. 1019 W Pine St Hattiesburg MS 39401		CONTACT NAME: Zach Walker PHONE (A/C, No, Ext): (601) 544-1184 FAX (A/C, No): (601) 544-1189 E-MAIL ADDRESS: zwalker@megagate.com	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: Nautilus Insurance Company	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:		NC555905	01/11/2022	01/11/2023	EACH OCCURRENCE \$ 1,000,000
		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000				
		MED EXP (Any one person) \$ 5,000				
		PERSONAL & ADV INJURY \$ 1,000,000				
		GENERAL AGGREGATE \$ 2,000,000				
						PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$
						BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$
						AGGREGATE \$
						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N ☐ N / A	N / A				PER STATUTE ☐ OTH-ER ☐
						E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

City of Hattiesburg

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

DISPLAY IN A CONSPICUOUS LOCATION

Lamar County

STATE OF MISSISSIPPI PRIVILEGE TAX LICENSE

Collection # 16018

ISSUED TO:

SUNSHINE CONSTRUCTION
207 W LAKE WOOD DR

COUNTY LICENSE
Account 5439
Year 2022

ISSUED:
12/14/2021

HATTIESBURG MS 39402
BUSINESS LOCATION: 207 W LAKE WOOD DR
TYPE OF BUSINESS: CUTTING TREES TEARING DOWN HOUSE

EXPIRES:
12/31/2022

SECTION	DESCRIPTION	AMOUNT
		\$20.00

THIS LICENSE PROVIDES THE ABOVE TAXPAYER THE PRIVILEGE OF CONDUCTING BUSINESS AS REQUIRED BY THE MISSISSIPPI CODE 1972.

THIS LICENSE IS NOT TRANSFERABLE AND IS VALID ONLY WITHIN THE TERRITORIAL LIMITS OF LAMAR COUNTY, STATE OF MISSISSIPPI.



By:

Jack Smith

TAX COLLECTOR

mk

Lamar County, Mississippi.

THIS LICENSE SHALL NOT MAKE LAWFUL ANY ACT OR THING DECLARED TO BE UNLAWFUL BY THE STATE OF MISSISSIPPI

Lamar County Tax Collector, PO Box 309, Purvis, MS 39475-0309
Phone: 601-794-1020 Fax: 601-744-0733



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Ann Jones, Chief Administrative Officer

cc: Wiley Quinn, Code Enforcement Division Manager

Date: Tuesday, January 4, 2022

Re: Acknowledge receipt of term bids for Demolition Services on January 4, 2022 and award bid to MSP Enterprise as the primary contractor, with the alternate contractor being Barnette Concrete & Construction, LLC for the term of January 1, 2022 through December 31, 2022.
File Number: 2021-1466
Minute Book #

Summary

Acknowledge receipt of term bids for Demolition Services on January 4, 2022 and award bid to MSP Enterprise as the primary contractor, with the alternate contractor being Barnette Concrete & Construction, LLC for the term of January 1, 2022 through December 31, 2022.

Recommendation Statement

I recommend the award of the term bids for demolition services for the Code Enforcement Division for 2022.

Please place this on the January 4, 2022 City Council meeting for consideration.

Primary Demolition Contractor
W.P. 12/27/21

Lynda Jarrell
90 L.J. Farm Rd.
Petal, MS 39465
P

FILED

DEC 16 2021

BY Carla L. Jarrell
CITY CLERK
DEPUTY CLERK
8:44 am

Bid Item: Demolition and Related Services
for City of Hattiesburg
Bid Date: December 16, 2021
Submitted by MS P Enterprises
Certificate of Responsibility #23400-MC

BID FORM
DEMOLITION
December 16, 2021

Bidders are to indicate the price per hour charged, except where other units are specified, for operating each type of equipment below. Labor cost for the operation of the equipment shall be included in the hourly rate for each. Below each item, complete the description for the year, make, model, and other details where requested. If bidder does not have a particular type of equipment, enter "N/A" in the price per hour field. Additional fields are provided to indicate if the bidder utilizes multiple units.

1. Excavators

Year <u>2021</u>	Make <u>Doosan</u>	Model <u>140</u>	\$ <u>82.00</u>
Year <u>2006</u>	Make <u>CAT</u>	Model <u>315 L</u>	
2. Bulldozers

Year <u>2008</u>	Make <u>John Deere</u>	Model <u>450</u>	\$ <u>80.00</u>
Year <u>2005</u>	Make <u>CAT</u>	Model <u>D.5</u>	
3. Loaders

Year <u>2009</u>	Make <u>John Deere</u>	Model <u>510SE</u>	\$ <u>65.00</u>
Year _____	Make _____	Model _____	
4. Mini-Excavators

Year <u>2020</u>	Make <u>Bobcat</u>	Model <u>E32</u>	\$ <u>65.00</u>
Year <u>2019</u>	Make <u>CAT</u>	Model <u>303</u>	
5. Backhoes

Year <u>2009</u>	Make <u>Bobcat</u>	Model <u>310SE</u>	\$ <u>60.00</u>
Year <u>2019</u>	Make <u>CAT</u>	Model <u>416B</u>	
6. Brush cutter/brush hogs (attached to driving equipment)

Year <u>2001</u>	Make <u>Lindg</u>	Model <u>2360</u>	\$ <u>75.00</u>
Year <u>2017</u>	Make <u>Kubota</u>	Model <u>M25200</u>	
Year <u>2019</u>	Make <u>Bobcat</u>	Model <u>T70 Mulcher</u>	
7. Compact skid steers or track steers

Year <u>2019</u>	Make <u>Bobcat</u>	Model <u>T70</u>	\$ <u>12.00</u>
Year _____	Make _____	Model <u>w/ Bucket & grapple</u>	
8. Manpower for simple labor (picking up trash & litter, Loading by hand, simple hand tools, minor repair*)

*Materials for repairs will either be purchased directly By the city or will be reimbursed to the contractor; Materials will be addressed, when necessary, in specific Task orders.

9. Hauling trucks with trailers or dump trucks**

**Price should NOT include tipping fees. Majority of project sites for hauling are east of Hwy 49. Loads are hauled to 98 Waste. Tipping fees will be billed directly to the city.

Description: 2005 International Capacity: 23 cu. yds.
Description: 2006 International Capacity: 20 cu. yds.
Description: 1993 Mack Capacity: 16 cu. yds.

10. Other Equipment Not Specified

Description: Debris Loadmax \$5.48 per yd.
Year 2005 Make Loadmax Model _____
Description: 3" Sump pump w/ hoses \$200^{ea} per day
Year _____ Make _____ Model _____
Description: Zoom Boom Forklift \$90^{ea} per hr.
Year 2019 Make Cat Model _____
Description: Man Lift \$158^{ea} per hr.
Year _____ Make 80' Reach Model _____
Stihl Concrete Saw \$40 per lineal ft

I understand that these prices shall remain firm for the term specified in the notice and that estimates may be required prior to being granted notice to proceed on any task order. I understand that hourly rates payable include only time during which a piece of equipment is actually operating on a task and not en route and not standing by on a site. I also understand that movers for work are required to clearly identify the task/purchase order and property address with which charges are affiliated. I further attest that the declared equipment along with operators to operate said equipment will remain available in order to execute task orders in a timely manner, and that if/when unable to execute in a timely manner, that an alternate bidder may be utilized.

Mike Patterson
Signature

12/15/2021
Date

Insurance : ON file
WORK COMP : General Liability

CHAIN SAWS / Drills / Impacts 15^{ea} hr.

State of Mississippi

BOARD OF CONTRACTORS

ACTIVE

MSP ENTERPRISES LLC
683 R V LINDLEY RD
MOBILE, MS 39459

is duly registered and entitled to perform

BUILDING CONSTRUCTION



We have therefore set our hand and caused the Seal of the Mississippi Board of Contractors to be affixed this 23 day of July, 2021

CERTIFICATE OF RESPONSIBILITY

No. 23400-MC

Expires Sep. 22, 2022

CHAIRMAN OF THE BOARD

Joel A. Canall

STATE OF MISSISSIPPI
PROFESSIONAL SERVICES LICENSE
DEPARTMENT OF AGRICULTURE AND COMMERCE
BUREAU OF PLANT INDUSTRY
MISSISSIPPI STATE, MISSISSIPPI 39762

ID No. - 36184

Company Location No. - 372101

Date Issued - July 15, 2013

LYNDA JARRELL
90 L. J FARM ROAD
PETAL, MS 39465-

The above named individual has complied with the provisions of § 69-19-1 – 69-19-15, Mississippi Code 1972, and is entitled to engage in professional services for TERRY'S BACKHOE & TREE SERVICE, LLC in the license categories TSL, JSL,




John G. Campbell, Director

STATE OF MISSISSIPPI
LICENSE

DEPARTMENT OF AGRICULTURE AND COMMERCE
BUREAU OF PLANT INDUSTRY
MISSISSIPPI STATE, MISSISSIPPI 39762

No. LT 794

September 16, 2010

Name Lynda Jarrell D/E/A Terry's Tree Service
Address 401 J Farm Road Petal, MS 39465-

The above named individual or firm has complied with the provisions of Section 69-19-1 through 69-19-11, Mississippi Code 1972, and is entitled under this license to engage in the following professional services in Mississippi:

Landscape Gardening



This Is Not A Recommendation But An Official Record

BONDED

Butch Alpe, Director

State of Mississippi

Certificate of Formation

Acting under the authority vested in me as Secretary of State by the Constitution and Laws of this State,
I do hereby certify the following has satisfied all conditions precedent for formation in this State.

Jose's Mowing LLC



Given this the 9th day of December, Two Thousand
and Twenty-One, in the Capital City of Jackson,
Mississippi under my Hand and Seal,

Michael W. Atsa

Alternate Demolition Contractor

WQ 12/27/21

Demolition Bid

BARNETTE concrete construction LLC

DEC 14 2021

BY  D. D. CLERK
DEPUTY CLERK

10:56 am

NOTICE TO BIDDERS

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi, will receive sealed bids until December 16, 2021 at 10:00 a.m., in the City Clerks Office, in the City Hall of said City, for furnishing the City's requirements for the following supplies, to-wit:

ITEM: DEMOLITION AND RELATED SERVICES FOR THE CITY OF HATTIESBURG

The above shall be bid upon and delivered as per detailed specifications on file in the Office of the City Clerk, 200 Forrest Street, Hattiesburg, Mississippi, 39403, (601) 545-4552, which may be obtained upon request.

SEALED BIDS:

Sealed bids must be received in a sealed envelope which is marked in the lower left-hand corner with the word BID and the DEMOLITION AND RELATED SERVICES on which bid is being made and the DATE OF BID OPENING.

The lowest and best bid received will be accepted, subject to the provisions of Section 31 -7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any or all bids received and to waive formalities.

PUBLISHED by Order of the Council on this, the 16th of November 2021.

CITY OF HATTIESBURG, MISSISSIPPI

Kermas Eaton/s/
CITY CLERK

(S E A L)

Publish Date: November 25, 2021 & December 2, 2021

SPECIFICATIONS FOR ITEM: DEMOLITION AND RELATED SERVICES FOR
THE CITY OF HATTIESBURG

Bidder shall bid on furnishing labor and equipment to demolish dilapidated structures, remove driveways, walkways, and fences. Properties/parcels on which such work will occur include those where the City of Hattiesburg has declared said property(ies) to be in such a state of uncleanness or disrepair so as to be a menace to the public health, safety and welfare of the community. Properties are typically overgrown with grasses and weeds, and the structures thereon are typically dilapidated and in varying degrees of disrepair. Work from one property to another will vary and shall be in conformance with the task order specific to each property.

When demolition is involved, it will include the removal of slabs, foundation, footers, stairs and walkways with the exception of public city sidewalks, and may include the removal of fencing depending upon the specifics of the task order.

Bidder will be properly licensed within the State of Mississippi.

Work performed under the terms of this contract shall not exceed one hundred and fifty thousand dollars (\$150,000.00) per project as provided by state law. The City of Hattiesburg reserves the right to bid any and all projects, in part or in whole, as determined by the City, on an individual basis and have said work performed by the successful bidder, or have work performed under this contract, whichever is in the City's best interest.

Contractor shall have two (2) working days to respond to the City with a task timeline after receipt of task request (Purchase Order). If contractor fails to respond, doesn't meet response timeline, or if the task timeline is insufficient as determined by the City, the City reserves the right to award the work to the alternate.

Pursuant to Section 31-5-51 of the Mississippi Code (Amended) which requires certain vendors have liability insurance, the successful bidder shall furnish to the City of Hattiesburg, before entering into any such contract, proof of general liability insurance coverage in the amount not less than one million dollars (\$1,000,000.00) for bodily injury and property damage.

PRICES shall be FIRM for a period beginning on January 1, 2022 and ending December 31, 2022, items to be purchased as required.

PAYMENT TERMS: Remittance within thirty (30) days from satisfactory delivery of goods and receipt of invoice(s).

The City of Hattiesburg shall not be responsible for any bid sent via U.S. Mail or any other mail courier service which is delivered or received after the date and time listed in said specifications and/or Notice to Bidders. State Law prohibits the consideration of bids received after the date and time advertised for receipt of sealed bids.

SEALED BIDS must be received by 10:00 a.m., December 16, 2021, in the City Clerk's office at City Hall, 200 Forrest Street, Hattiesburg, MS 39401, in a sealed envelope which is clearly marked in the lower left-hand corner:

BID

ITEM: DEMOLITION AND RELATED SERVICES

FOR CITY OF HATTIESBURG

SUBMITTED BY _____

CERTIFICATE OF RESPONSIBILITY NO. _____

BID DETAILS:

Official bid documents are available at the City Clerk's office at City Hall, 200 Forrest Street, Hattiesburg, MS 39401. Questions may be directed to the City Clerk's office at 601-545-4552.

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any and all bids received and to waive informalities.

APPROVED on this, the 16th day of December, 2022.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
CITY CLERK

BID FORM
DEMOLITION
December 16, 2021

Bidders are to indicate the price per hour charged, except where other units are specified, for operating each type of equipment below. Labor cost for the operation of the equipment shall be included in the hourly rate for each. Below each item, complete the description for the year, make, model, and other details where requested. If bidder does not have a particular type of equipment, enter "N/A" in the price per hour field. Additional fields are provided to indicate if the bidder utilizes multiple units.

1. Excavators \$ 75.00 HR
Year 1986 Make Kamatsu Model PC250
Year _____ Make _____ Model _____
2. Bulldozers \$ 70.00 HR
Year 1990 Make D4 Model Caterpillar
Year _____ Make _____ Model _____
3. Loaders \$ 65.00 HR
Year 1999 Make International Model Nucle Fork
Year _____ Make _____ Model _____
4. Mini-Excavators \$ 65.00 HR
Year 1988 Make Kamatsu Model PC30
Year 2021 Make King Kutter Model 3100 88
5. Backhoes \$ _____
Year _____ Make _____ Model _____
Year _____ Make _____ Model _____
6. Brush cutter/brush hogs (attached to driving equipment) \$ 48.00 HR
Year 91 Make Cable Model 1H275
Year 2001 Make King Kutter Model 3100 80
7. Compact skid steers or track steers \$ 48.00 HR
Year 1990 Make Skid Steer Model T190
Year _____ Make _____ Model _____
8. Manpower for simple labor (picking up trash & litter,
Loading by hand, simple hand tools, minor repair*) \$ 12.00 HR
*Materials for repairs will either be purchased directly
By the city or will be reimbursed to the contractor;
Materials will be addressed, when necessary, in specific
Task orders.

9. Hauling trucks with trailers or dump trucks** \$ 6.50 per cu. yd.
**Price should NOT include tipping fees. Majority of project sites for hauling are east of Hwy 49.
Loads are hauled to 98 Waste. Tipping fees will be billed directly to the city.

Description: Big Tex Dump Trailer Capacity: 23 cu. yds.

Description: Roll off Dump Truck Capacity: 30 cu. yds.

Description: Roll off Dump Truck Capacity: 40 cu. yds.

10. Other Equipment Not Specified

Description: Weed Eater \$ 20.00 per HR

Year 2005 Make Stiel Model 4620

Description: Chain Saw \$ 20.00 per HR

Year 2009 Make Stiel Model 280

Description: _____ \$ _____ per _____

Year _____ Make _____ Model _____

Description: _____ \$ _____ per _____

Year _____ Make _____ Model _____

I understand that these prices shall remain firm for the term specified in the notice and that estimates may be required prior to being granted notice to proceed on any task order. I understand that hourly rates payable include only time during which a piece of equipment is actually operating on a task and not en route and not standing by on a site. I also understand that movers for work are required to clearly identify the task/purchase order and property address with which charges are affiliated. I further attest that the declared equipment along with operators to operate said equipment will remain available in order to execute task orders in a timely manner, and that if/when unable to execute in a timely manner, that an alternate bidder may be utilized.

Signature

Date

12-14-21

State of Mississippi

BOARD OF CONTRACTORS

ACTIVE

BARNETT CONCRETE WORK, LLC

P.O. BOX 16964

HATTIESBURG, MS 39404

is duly registered and entitled to perform

- 1) ASBESTOS ABATEMENT OR REMOVAL
- 2) CONCRETE
- 3) REMODELING

We have herewith set our hand and caused the Seal of the Mississippi Board of Contractors to be affixed this 29 day of Jul., 2021

CERTIFICATE OF RESPONSIBILITY

NO. 18159-SC

Expires Jul. 29, 2022

Joel A. Canell,

CHAIRMAN OF THE BOARD





BARNCON-03

DFLOYD

DATE (MM/DD/YYYY)

4/23/2021

CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
SouthGroup Jackson 2
5760 I-55 N., Suite 200
Jackson, MS 39211

CONTACT NAME: Dale Floyd
PHONE: (601) 544-2122
FAX: (A/C, No):
E-MAIL: dale.floyd@southgroup.net
ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Builders Mutual Insurance Co

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED

Barnett Concrete Work LLC
137 Red Roan Rd
Hattiesburg, MS 39402

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A X	COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE	1,000,000
	CLAIMS-MADE X OCCUR	X X	CPP0083763-02	4/1/2021	4/1/2022	DAMAGE TO RENTED PREMISES (Ea occurrence)	100,000
						MED EXP (Any one person)	5,000
						PERSONAL & ADV INJURY	1,000,000
						GENERAL AGGREGATE	2,000,000
						PRODUCTS - COMP/OP AGG	2,000,000
						COMBINED SINGLE LIMIT (Ea accident)	
						BODILY INJURY (Per person)	
						BODILY INJURY (Per accident)	
						PROPERTY DAMAGE (Per accident)	
						EACH OCCURRENCE	
						AGGREGATE	
						PER STATUTE	
						OTH-ER	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	WCP1064818-02	4/1/2021	4/1/2022	E L EACH ACCIDENT	500,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A				E L DISEASE - EA EMPLOYEE	500,000
	if yes, describe under DESCRIPTION OF OPERATIONS below					E L DISEASE - POLICY LIMIT	500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Hattiesburg
Office of the City Clerk
200 Forrest Street
Hattiesburg, MS 39402

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



BARNCON-03

DFLOYD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/23/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certification does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
SouthGroup Jackson 2
5760 I-55 N., Suite 200
Jackson, MS 39211

CONTACT NAME: Dale Floyd

PHONE (A/C, No, Ext): (601) 544-2122

FAX (A/C, No):

E-MAIL ADDRESS: dale.floyd@southgroup.net

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Builders Mutual Insurance Co

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED

Barnett Concrete Work LLC
137 Red Roan Rd
Hattiesburg, MS 39402

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC ☐ OTHER	X	X	CPP0083763-02	4/1/2021	4/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WCP1064818-02	4/1/2021	4/1/2022	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

City of Hattiesburg
Office of the City Clerk
200 Forrest Street
Hattiesburg, MS 39402

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Chris McGee, Director of Parks and Recreation
cc:
Date: Tuesday, January 4, 2022
Re: Approve the sale of grave spaces, per attached Memo's, Receipts and Deeds.
File Number: 2021-1454
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 January 4, 2022 City Council meeting for consideration.

To: CITY COUNCIL

From: Deborah Bourne, Division Manager of Cemeteries

Date: December 20, 2021

Walter Crosby

(1) Space \$ 175.00

North Half (N ½) of the Southeast Quarter (SE ¼)

Lot 15, Section 37, Highland Cemetery

Mary Helen Taylor

(2) Spaces \$ 350.00

Southeast Quarter (SE ¼)

Lot 6, Section 37, Highland Cemetery

Kate McGee

(1) Space \$ 175.00

South Half (S ½) of the Southwest Quarter (SW ¼)

Lot 34, Section 37, Highland Cemetery

Richard Laubscher

(2) Spaces \$ 350.00

Southwest Quarter (SW ¼)

Lot 114, Section 39, Highland Cemetery

Richard Laubscher

(1) Space \$ 175.00

South Half (S ½) of the Northwest Quarter (NW ¼)

Lot 114, Section 39, Highland Cemetery

Robert Dancy

(1) Space \$ 175.00

North Half (N ½) of the Southwest Quarter (SW ¼)

Lot 56, Section 38, Highland Cemetery

Carrie Johnson

(1) Space \$ 175.00

North Half (N ½) of the Northwest Quarter (NW ¼)

Lot 60, Section 36, Highland Cemetery

Pamela Jordan

(1) Space \$ 175.00

North Half (N ½) of the Northeast Quarter (NE ¼)

Lot 30, Section 34, Highland Cemetery

Nakieta McCarty

(1) Space \$ 175.00

South Half (S ½) of the Northwest Quarter (NW ¼)

Lot 33, Section 37, Highland Cemetery

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 12/14/ 20 21

SOLD TO:

Mr. Mrs. Miss

Robert Dancy

ADDRESS

7 Annie Christie DR Hattiesburg MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 SW 1/4 Lot No. 56 Section No. 38 in Highland Cemetery

Number of grave spaces

1

Price per grave space \$

175.00

Price Received \$

175.00

Cash

CITY OF HATTIESBURG, MISSISSIPPI

By

Deborah Bourne

Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 12/10/ 20 21

SOLD TO:

Mr. Mrs. Miss

Carrie Johnson

ADDRESS

115 E. Scodba St. Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 NW 1/4 Lot No. 60 Section No. 36 in Highland Cemetery

Number of grave spaces

1

Price per grave space \$

175.00

Price Received \$

175.00

ck# 141

CITY OF HATTIESBURG, MISSISSIPPI

By

Deborah Bourne

Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 12/20/ 2021

SOLD TO:

Mr. Mrs. Miss Pamela Jordan

ADDRESS 5140 Money Lane Fort Worth, Texas 76126

desires to purchase the grave space described below, subject to Cemetery regulations.

N $\frac{1}{2}$ NE $\frac{1}{4}$ Lot No. 30 Section No. 34 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

CASH 5175

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 12/20/ 2021

SOLD TO:

Mr. Mrs. Miss Nakieta Mc Party

ADDRESS 915 N. Main St Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S $\frac{1}{2}$ NW $\frac{1}{4}$ Lot No. 33 Section No. 37 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

CASH

CITY OF HATTIESBURG, MISSISSIPPI

By Debrah Bowne
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 12-16- 2021

SOLD TO:

Mr. Mrs. Miss

Richard Laubscher

ADDRESS

36 High Meadows Cir Petal, MS 39465

desires to purchase the grave space described below, subject to Cemetery regulations.

1/2 SW 1/4 Lot No. 114 Section No. 39 in Highland Cemetery

Number of grave spaces

2

Price per grave space \$

175.00

Price Received \$

350.00

CITY OF HATTIESBURG, MISSISSIPPI

By

[Signature]
Supt. of City Cemeteries

CK# 3647

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 12-16- 2021

SOLD TO:

Mr. Mrs. Miss

Richard Laubscher

ADDRESS

36 High Meadows Cir Petal, MS 39465

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 NW 1/4 Lot No. 114 Section No. 39 in Highland Cemetery

Number of grave spaces

1

Price per grave space \$

175.00

Price Received \$

175.00

CITY OF HATTIESBURG, MISSISSIPPI

By

[Signature]
Supt. of City Cemeteries

CK# 3647

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 12-10- 2021

SOLD TO:

Mr. Mrs. Miss Walter Crosby
ADDRESS 520 North 38th Ave Apt I 90 Hattiesburg, MS 39401
desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 SE 1/4 Lot No. 15 Section No. 37 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]

Seal of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 12-16- 2021

SOLD TO:

Mr. Mrs. Miss Kate McGee
ADDRESS 1208 Cort Street Hattiesburg, MS 39401
desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 SW 1/4 Lot No. 34 Section No. 37 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]

Seal of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 12-16- 2021

SOLD TO:

Mr. Mrs. Miss Mary Helen Taylor
ADDRESS 804 Atlanta Street Hattiesburg, MS 39401
desires to purchase the grave space described below, subject to Cemetery regulations.

1/2 SE 1/4 Lot No. 6 Section No. 37 in Highland Cemetery

Number of grave spaces 2 Price per grave space \$ 175.00

Price Received \$ 350.00

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]

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 Walter Crosby, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Southeast Quarter (SE¼)

Lot 15 Section 37

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 4th day of January, 2022.

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 4th day of January, 2022.

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 Kate McGee, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Southwest Quarter (SW¼)

Lot 34 Section 37

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 4th day of January, 2022.

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 4th day of January, 2022.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of THREE HUNDRED FIFTY AND NO/100 Dollars (\$350.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto, Mary Helen Taylor, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Southeast Quarter (SE¼)

Lot Number 6 Section Number 37

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 4th day January, 2022.

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 4th day of January, 2022

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of THREE HUNDRED FIFTY AND NO/100 Dollars (\$350.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto, Richard Laubscher, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Southwest Quarter (SW¼)

Lot Number 114 Section Number 39

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 4th day January, 2022.

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 4th day of January, 2022

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 Robert Dancy, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Southwest Quarter (SW¼)

Lot 56 Section 38

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 4th day of January, 2022.

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 4th day of January, 2022.

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 Richard Laubscher, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Northwest Quarter (NW¼)

Lot 114 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 4th day of January, 2022.

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 4th day of January, 2022.

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 Carrie Johnson, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Northwest Quarter (NW¼)

Lot 60 Section 36

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 4th day of January, 2022.

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 4th day of January, 2022.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Pamela Jordan, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Northeast Quarter (NE¼)

Lot 30 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 4th day of January, 2022.

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 4th day of January, 2022.

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 Nakieta McCarty, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Northwest Quarter (NW¼)

Lot 33 Section 37

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 4th day of January, 2022.

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 4th day of January, 2022.

My Commission Expires:

NOTARY PUBLIC



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, January 4, 2022

Re: Approve claims docket for the period ending December 31, 2021.
File Number: 2021-1458
Minute Book #

Summary

Recommendation Statement

Please place this on the January 4, 2022 City Council meeting for consideration.

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/3 TO 2022/3		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
001000											BALANCE SHEET
001000	060100										GAS/LUBRICANT-CITY BARN
003918	PINE BELT OIL COMPAN	10737024	226038	2022	3	INV	P	6,995.67	123121	288444	GAS AND DIESEL FOR
003918	PINE BELT OIL COMPAN	10737716	225929	2022	3	INV	P	19,498.32	123121	288444	GAS FOR FUEL STATIO
003918	PINE BELT OIL COMPAN	10737721	226038	2022	3	INV	P	12,611.72	123121	288444	GAS AND DIESEL FOR
								39,105.71			
								ACCOUNT TOTAL		39,105.71	
								ORG 001000 TOTAL		39,105.71	
001001											REVENUES
001001	250500										ARCHIVES & HISTORY
003055	H'BURG DOWNTOWN ASSN	12/28/21	0	2022	3	INV	P	3,000.00	123121	288403	2020 CLG GRANT REIM
								ACCOUNT TOTAL		3,000.00	
								ORG 001001 TOTAL		3,000.00	
001003											CITY COUNCIL
001003	611001										TRAVEL EXP-WARD 1
002893	GEORGE, JEFFREY	OT#9180	0	2022	3	INV	P	204.52	123121	288397	COUNCIL - JEFFREY G
								ACCOUNT TOTAL		204.52	
001003	611005										TRAVEL EXP-WARD 5
002337	BROWN, NICHOLAS	OT9177	0	2022	3	INV	P	204.52	123121	288355	COUNCIL NICHOLAS BR
								ACCOUNT TOTAL		204.52	
								ORG 001003 TOTAL		409.04	
001015											CITY COURT
001015	604800										OTHER PROF.-VICTIM'S ADV.GRANT
002564	COURT PROGRAMS INC	4255600	0	2022	3	INV	P	275.00	123121	288375	COURT BH/DRUG COURT
002564	COURT PROGRAMS INC	4292571	0	2022	3	INV	P	625.00	123121	288375	COURT BH/DRUG COURT
002564	COURT PROGRAMS INC	4368612	0	2022	3	INV	P	740.00	123121	288375	COURT BH/DRUG COURT
								1,640.00			
003917	PINE BELT MENTAL HEA	2021-10	0	2022	3	INV	P	17,338.31	123121	288443	GR#1H79TI081923-01
003917	PINE BELT MENTAL HEA	2021-11	0	2022	3	INV	P	5,268.84	123121	288443	GR#1H79TI081923-01
								22,607.15			
								ACCOUNT TOTAL		24,247.15	
001015	604901										OTHER PROF-TECHNOLOGY
004482	TYLER TECHNOLOGIES IN	025-361268	0	2022	3	INV	P	2,250.00	123121	288472	MB# 2020-29 COURT K
								ACCOUNT TOTAL		2,250.00	

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/3 TO 2022/3		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
001015	630500										
003700	MS POWER COMPANY	E2021	12/20		0	2022	3	INV P	830.53	123121	288428 MISSISSIPPI POWER V
									830.53		
									27,327.68		
MAYOR/ADMIN.											
001020	507000										
001020	LEXISNEXIS MATTHEW B	27951928			0	2022	3	INV P	74.10	123121	288422 MS CODE COURT RULES
									74.10		
001020	684500										
048356	PRESIDENT AND FELLOW	HKSEE023307			0	2022	3	INV P	3,800.00	123121	288450 PERSUASIVE COMMUNIC
									3,800.00		
									3,874.10		
MUNICIPAL CLERK											
001040	620000										
001040	RICOH CORP	5062886394			0	2022	3	INV P	115.37	123121	288452 CHARGES FOR PRODUCT
									115.37		
									115.37		
PURCHASING DIV.											
001045	636500										
001045	CANON FINANCIAL SERV	27776632			0	2022	3	INV P	179.72	123121	288361 MB2018-145/PURCHASI
									179.72		
									179.72		
URBAN DEVELOPMT											
001090	620000										
001090	RICOH CORP	5062886394			0	2022	3	INV P	57.23	123121	288452 CHARGES FOR PRODUCT
									57.23		
									57.23		
INFO TECHNOLOGY											
001091	580000										
001091	RICOH CORP	1090360483			223241	2022	3	INV P	350.00	123121	288452 PRINTER FOR MECHANI
									350.00		
OTHER PROFESSIONAL SERV.											

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/3 TO 2022/3												
ACCOUNT/VENDOR			INVOICE	PO	YEAR/PR	TYP	S	WARRANT		CHECK	DESCRIPTION	
003912	PILEUM CORPORATION	P71897		0	2022	3	INV	P	2,211.25	123121	288442	BILLAGE TIME - IT D
003912	PILEUM CORPORATION	P72987		0	2022	3	INV	P	1,812.50	123121	288442	BILLAGE TIME - IT D
									4,023.75			
ACCOUNT TOTAL									4,023.75			
001091	606800				NETWORK							
002384	C SPIRE (MEGAGATE)	683013		0	2022	3	INV	P	15,715.71	123121	288359	NETWORK/INTERET - M
ACCOUNT TOTAL									15,715.71			
001091	636500				OFFICE EQUIPMENT R&M							
004050	RICOH CORP	5062886394		0	2022	3	INV	P	27.43	123121	288452	CHARGES FOR PRODUCT
004050	RICOH CORP	5063291011		0	2022	3	INV	P	61.80	123121	288452	CHARGES FOR PRODUCT
									89.23			
ACCOUNT TOTAL									89.23			
ORG 001091 TOTAL									20,178.69			
001092				GEN.GOV'T.BLDG								
001092	560500				ELECTRICAL SUPPLIES							
002883	GARNER LUMLEY ELECTR	19235		225904	2022	3	INV	P	27.45	123121	288395	BREAKER BOX FOR CIT
ACCOUNT TOTAL									27.45			
001092	630000				GAS							
004321	SPIRE ENERGY	G2021-12/15		0	2022	3	INV	P	135.96	123121	288466	SPIRE-VARIOUS DEPT-
ACCOUNT TOTAL									135.96			
001092	630500				ELECTRICITY							
003700	MS POWER COMPANY	E2021 12/20		0	2022	3	INV	P	2,702.20	123121	288428	MISSISSIPPI POWER V
003700	MS POWER COMPANY	E2021-10-DEC		0	2022	3	INV	P	310.21	123121	288428	MISSISSIPPI POWER-V
									3,012.41			
ACCOUNT TOTAL									3,012.41			
001092	638000				FIXED EQUIPMENT R&M							
003175	INDEPENDENT ELEVATOR	3213		225779	2022	3	INV	P	187.60	123121	288408	ANNUAL ELEVATOR INS
ACCOUNT TOTAL									187.60			
ORG 001092 TOTAL									3,363.42			
001093				INTERMODAL FAC O&M								
001093	630500				ELECTRICITY							
003700	MS POWER COMPANY	E2021 12/20		0	2022	3	INV	P	2,158.72	123121	288428	MISSISSIPPI POWER V

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/3 TO 2022/3											
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION
					ACCOUNT TOTAL			2,158.72			
					ORG 001093			TOTAL 2,158.72			
001094 METRPLTN PLANG.											
001094 615000					ADVERTISING						
002477 CLARION LEDGER (ADVE 0004254447					0	2022	3	INV P	56.14	123121	288369 CITY WIDE ADS & NOT
					ACCOUNT TOTAL			56.14			
001094 620000					PRINTING						
004050 RICOH CORP 5062886394					0	2022	3	INV P	57.23	123121	288452 CHARGES FOR PRODUCT
					ACCOUNT TOTAL			57.23			
					ORG 001094			TOTAL 113.37			
001095 G/G INS.OTH SER											
001095 602500					LEGAL						
002377 BUTLER,SNOW,O'MARA,S 10318968					0	2022	3	INV P	2,594.90	123121	288357 ARPA LEGAL COMPLIAN
002377 BUTLER,SNOW,O'MARA,S 10322709					0	2022	3	INV P	3,081.90	123121	288357 ARPA ADMINISTRATION
								5,676.80			
004694 ZAC FAIRLEY APPRAISA 1072					0	2022	3	INV P	450.00	123121	288487 APPRAISAL REPORT FO
					ACCOUNT TOTAL			6,126.80			
001095 604900					OTHER PROFESSIONAL SERV.						
002523 COMCAST CABLEVISION 089850512112021					0	2022	3	INV P	303.20	123121	288371 COMCAST BUSINESS-12
002762 EVERBRIDGE/NIXLE M65572					0	2022	3	INV P	13,050.00	123121	288388 NIXLE 360 EMERGENCY
					ACCOUNT TOTAL			13,353.20			
001095 606000					TELEPHONE AND TELEGRAPH						
002158 AT&T L2021 12/13					0	2022	3	INV P	49.50	123121	288343 AT&T BLUE LIGHTS 60
					ACCOUNT TOTAL			49.50			
001095 607000					POSTAGE						
003929 PITNEY BOWES INC-MET 3314701659					0	2022	3	INV P	1,161.24	123121	288445 MAIL MACHINE LEASE
					ACCOUNT TOTAL			1,161.24			
					ORG 001095			TOTAL 20,690.74			
001100 POLICE/PUB.SFTY											
001100 511200					SUPPLIES-DOJ CORONA VIR						
003772 NEWELL PAPER COMPANY 4122405					225999	2022	3	INV P	89.21	123121	288431 CLOROX DISINFECTANT
					ACCOUNT TOTAL			89.21			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/3 TO 2022/3		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
001100	546000										
002714	ECONOMY SUPPLY CO	067563			225982	2022	3	INV P	192.00	123121	288382 MATERIAL FOR SHOP-H
									192.00		
001100	570000										
002060	ADVANCE AUTO PARTS	560413938351			225976	2022	3	INV P	1,165.80	123121	288339 REPAIR PARTS FOR SH
002413	CARQUEST AUTO PARTS	14758-3709			225360	2022	3	INV P	108.13	123121	288362 WASH WAX & BROWN#4-
002413	CARQUEST AUTO PARTS	14758-4715			225713	2022	3	INV P	253.85	123121	288362 REPAIR PARTS FOR UN
002413	CARQUEST AUTO PARTS	14758-5518			225932	2022	3	INV P	449.49	123121	288362 WHEEL WEIGHTS FOR S
									811.47		
									1,977.27		
001100	604900										
047055	INTERPRETERS & TRANS	161856			0				144.99	123121	288411 INTERPRETER & TRANS
									144.99		
001100	606000										
002158	AT&T	0563149329001 12/15	0		2022	3	INV P		43.71	123121	288345 POLICE DISPATCH LON
002158	AT&T	54549101030591 11/21	0		2022	3	INV P		186.52	123121	288344 11/21 POLICE DISPAT
002158	AT&T	T2020 12/8	0		2022	3	INV P		76.00	123121	288343 AT&T POLICE DEPT 12
									306.23		
									306.23		
001100	612000										
004505	UNITED PARCEL SERVIC	00008E1Y15511	0			2022	3	INV P	8.14	123121	288473 SHIPPING FEES-HPD
									8.14		
001100	630500										
003700	MS POWER COMPANY	E2021 12/20	0		2022	3	INV P		8,437.65	123121	288428 MISSISSIPPI POWER V
003700	MS POWER COMPANY	E2021-10-DEC	0		2022	3	INV P		1,580.33	123121	288428 MISSISSIPPI POWER-V
									10,017.98		
									10,017.98		
001100	641000										
004057	RJ YOUNG COMPANY	INV4557236	0			2022	3	INV P	250.00	123121	288453 MB#2021-285 ADMIN.
									250.00		
					ORG 001100	TOTAL			12,985.82		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/3 TO 2022/3										
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
001131			JOINT P&F TRNG.							
001131 535500			WEARING APPAREL							
002795	FASTENAL COMPANY	MSHAT232298	225072	2022	3	INV P	90.00	123121	288390	P/F SUPPLIES
002879	GALL'S LLC	020005125	225503	2022	3	INV P	90.00	123121	288394	P/F CLOTHING
ACCOUNT TOTAL							180.00			
001131 535600			WEARING APPAREL-FIRE							
002879	GALL'S LLC	020005125	225503	2022	3	INV P	90.00	123121	288394	P/F CLOTHING
ACCOUNT TOTAL							90.00			
001131 560000			BUILDING MATERIALS & SPLY							
047017	VERGE ENTRANCE SOLUT	4971	225983	2022	3	INV P	450.00	123121	288477	P/F BUILDING REPAIR
ACCOUNT TOTAL							450.00			
001131 561000			PLUMBING SUPPLIES							
002567	COURTNEY'S RESTAURAN	14426	0	2022	3	INV P	115.00	123121	288377	P/F REPAIR ICE MAKE
ACCOUNT TOTAL							115.00			
001131 612000			FREIGHT							
002879	GALL'S LLC	020005125	225503	2022	3	INV P	5.34	123121	288394	P/F CLOTHING
ACCOUNT TOTAL							5.34			
001131 630500			ELECTRICITY							
003700	MS POWER COMPANY	E2021-10-DEC	0	2022	3	INV P	841.41	123121	288428	MISSISSIPPI POWER-V
ACCOUNT TOTAL							841.41			
ORG 001131 TOTAL							1,681.75			
001160			FIRE DIVISION							
001160 510000			CLEANING/JANITORIAL SPLY							
002471	CINTAS CORPORATION #	4105069466	0	2022	3	INV P	37.36	123121	288367	HFD ADMIN & PREVENT
002729	ELKINS WHOLESALE INC	4721870000	225979	2022	3	INV P	717.47	123121	288383	HFD JANITORIAL SUPP
ACCOUNT TOTAL							754.83			
001160 560500			ELECTRICAL SUPPLIES							
002901	GILKEY ELECTRIC SUPP	348350	225954	2022	3	INV P	219.00	123121	288398	HFD REPAIR PARTS FO
003152	HUGHES SUPPLY	S163500491.001	0	2022	3	INV P	949.85	123121	288407	MED DUTY LINE V (6)
003152	HUGHES SUPPLY	S163500491.002	0	2022	3	CRM P	-791.55	123121	288407	CREDIT MEMO
							158.30			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/3 TO 2022/3		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
ACCOUNT TOTAL									377.30		
001160	570000	MTR VEHICLE REP. PTS/SPL									
002805	FERRARA FIRE APPARAT	INV000W0031769	225978	2022	3	INV	P	120.74	123121	288392	HFD UNIT # 20919 RE
003746	NAPA AUTO PARTS	5930-641931	225970	2022	3	INV	P	568.76	123121	288429	HFD UNIT # 14701 RE
ACCOUNT TOTAL									689.50		
001160	612000	FREIGHT									
002805	FERRARA FIRE APPARAT	INV000W0031769	225978	2022	3	INV	P	40.00	123121	288392	HFD UNIT # 20919 RE
003152	HUGHES SUPPLY	S163500491.001	0	2022	3	INV	P	15.00	123121	288407	MED DUTY LINE V (6)
ACCOUNT TOTAL									55.00		
001160	630000	GAS									
004321	SPIRE ENERGY	G2021 12/15	0	2022	3	INV	P	284.23	123121	288466	SPRE (WILLMUT GAS)
004321	SPIRE ENERGY	G2021-12/15	0	2022	3	INV	P	575.17	123121	288466	SPIRE-VARIOUS DEPT-
									859.40		
ACCOUNT TOTAL									859.40		
001160	630500	ELECTRICITY									
003700	MS POWER COMPANY	E2021 12/20	0	2022	3	INV	P	2,047.14	123121	288428	MISSISSIPPI POWER V
003700	MS POWER COMPANY	E2021-10-DEC	0	2022	3	INV	P	267.72	123121	288428	MISSISSIPPI POWER-V
									2,314.86		
004282	SOUTHERN PINE ELECTR	E2021 12/16/21	0	2022	3	INV	P	57.21	123121	288464	SOUTHERN PINE ELECT
ACCOUNT TOTAL									2,372.07		
001160	631500	WATER									
002146	ARNOLD LINE WATER AS	T2021-1216	0	2022	3	INV	P	61.00	123121	288341	ARNOLD LINE WATER-1
004003	RAWLS SPRINGS UTILIT	T2021 12/15	0	2022	3	INV	P	111.90	123121	288451	RAWLS SPRINGS UTILI
ACCOUNT TOTAL									172.90		
001160	635700	PLUMBING EQUIPMENT R&M									
002256	BILL'S PLUMBING CO	37125	225753	2022	3	INV	P	4,346.44	123121	288352	HFD STATION 7 WATER
ACCOUNT TOTAL									4,346.44		
001160	638400	MOTOR VEHICLE EQ. R&M									
002700	EAGLE TIRE AND SERVI	INV060605	225783	2022	3	INV	P	466.76	123121	288381	HFD UNIT # 18489 RE
ACCOUNT TOTAL									466.76		
001160	641000	OFFICE EQUIPMENT RENT									

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/3 TO 2022/3												
ACCOUNT/VENDOR			INVOICE	PO	YEAR/PR	TYP	S	WARRANT		CHECK	DESCRIPTION	
004050	RICOH	CORP	35435764	0	2022	3	INV	P	192.00	123121	288452	MB# 2020-31 HFD ADM
004050	RICOH	CORP	35639537	0	2022	3	INV	P	9.60	123121	288452	HFD ADMIN & PREV CO
004050	RICOH	CORP	5062530810	0	2022	3	INV	P	39.17	123121	288452	HFD ADMIN & PREV CO
									240.77			
ACCOUNT TOTAL									240.77			
ORG 001160 TOTAL									10,334.97			
001180 LAND DEVEL.ADM.												
001180	601300				DEMOLITION							
002201	BARNETT	CONCRETE WOR	BARNETT725ATLANTA	0	2022	3	INV	P	3,500.00	123121	288351	DEMO 725 ATLANTA -
ACCOUNT TOTAL									3,500.00			
001180 601800 LOT CLEARING												
047238	COHENS, ARTHUR	SUNSHINE123FLORENCE	0	2022	3	INV	P	243.00	123121	288370	LOT CLEARING 123 E	
047238	COHENS, ARTHUR	SUNSHINE1714JAMESST	0	2022	3	INV	P	4,584.00	123121	288370	LOT CLEARING 1714 J	
047238	COHENS, ARTHUR	SUNSHINE304E2ND	0	2022	3	INV	P	3,505.30	123121	288370	LOT CLEARING, 304 E	
047238	COHENS, ARTHUR	SUNSHINE313JCKILL(2)	0	2022	3	INV	P	96.00	123121	288370	LOT CLEARING 313 JC	
047238	COHENS, ARTHUR	SUNSHINE315JCKILLING	0	2022	3	INV	P	906.00	123121	288370	LOT CLEARING 315 JC	
									9,334.30			
ACCOUNT TOTAL									9,334.30			
001180 604900 OTHER PROFESSIONAL SERV.												
004075	RODCO, LLC	1767	0	2022	3	INV	P	2,470.00	123121	288455	DAVIDSON AND KRESS	
ACCOUNT TOTAL									2,470.00			
001180 644900 OTHER RENT												
004057	RJ YOUNG COMPANY	INV4547039	0	2022	3	INV	P	195.21	123121	288453	COPIER 11/11-12/10/	
004057	RJ YOUNG COMPANY	INV4553525	0	2022	3	INV	P	206.37	123121	288453	COPIER 11/19/21-12/	
									401.58			
ACCOUNT TOTAL									401.58			
ORG 001180 TOTAL									15,705.88			
001190 P/S CONTRAC.SER												
001190	681500				JAIL EXPENSE							
003371	LAMAR CTY SHERIFF	11.1.2021-11.30.21	0	2022	3	INV	P	30.00	123121	288419	HOUSING OF INMATE F	
ACCOUNT TOTAL									30.00			
ORG 001190 TOTAL									30.00			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/3 TO 2022/3		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
001191											TRAFFIC MAINT.
001191	501000										OTHER EXPENDABLE OFF.SPL
	003772	NEWELL PAPER COMPANY	4122466		225959	2022	3	INV P	51.02	123121	288431 TRAFFIC TAPE DISPEN
									ACCOUNT TOTAL	51.02	
001191	546000										MINOR EQUIPMENT
	003456	LOWE'S HOME IMPROVEM	67338		225882	2022	3	INV P	445.55	123121	288424 TRAFFIC PRESSURE WA
									ACCOUNT TOTAL	445.55	
001191	554000										TRAFFIC CONTROL EQ. SPLY.
	002901	GILKEY ELECTRIC SUPP	346526		225485	2022	3	INV P	491.50	123121	288398 CORN COB LAMP FOR T
	004256	SOLAR SUPPLY INC	3447915		225980	2022	3	INV P	216.58	123121	288463 TRAFFIC FILTERS
	048276	ATSI	INV108115		225728	2022	3	INV P	685.71	123121	288347 TRAFFIC CALIBRATION
									ACCOUNT TOTAL	1,393.79	
001191	570000										MTR VEHICLE REP. PTS/SPL
	002413	CARQUEST AUTO PARTS	14758-5089		225841	2022	3	INV P	187.06	123121	288362 TRAFFIC ROTOR & BR
									ACCOUNT TOTAL	187.06	
001191	630500										ELECTRICITY
	003700	MS POWER COMPANY	E2021 12/20		0	2022	3	INV P	1,143.65	123121	288428 MISSISSIPPI POWER V
									ACCOUNT TOTAL	1,143.65	
001191	643000										UNIFORM RENT
	002471	CINTAS CORPORATION # 4105066870			0	2022	3	INV P	25.42	123121	288367 TRAFFIC UNIFORM S
	002471	CINTAS CORPORATION # 4105750444			0	2022	3	INV P	25.42	123121	288367 TRAFFIC SC/82000447
									50.84		
									ACCOUNT TOTAL	50.84	
001191	643500										MOP-MAT-RAG RENT
	002471	CINTAS CORPORATION # 4105066504			0	2022	3	INV P	7.26	123121	288368 TRAFFIC MATS SC/82
	002471	CINTAS CORPORATION # 4105749887			0	2022	3	INV P	7.26	123121	288368 TRAFFIC MATS SC/820
									14.52		
									ACCOUNT TOTAL	14.52	
									ORG 001191 TOTAL	3,286.43	
001201											STREET DIV.
001201	540000										ASPHALT & ASPHALT PROD.
	004586	WARREN PAVING INC	54692		225858	2022	3	INV P	434.53	123121	288480 ASPHALT FOR VARIOUS

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/3 TO 2022/3														
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR	TYP	S	WARRANT		CHECK	DESCRIPTION		
004586	WARREN	PAVING	INC	54923	225858	2022	3	INV	P	320.05	123121	288480	ASPHALT	FOR VARIOUS
004586	WARREN	PAVING	INC	54926	225858	2022	3	INV	P	141.05	123121	288480	ASPHALT	FOR VARIOUS
004586	WARREN	PAVING	INC	55056	225858	2022	3	INV	P	287.79	123121	288480	ASPHALT	FOR VARIOUS
004586	WARREN	PAVING	INC	55073	225858	2022	3	INV	P	303.61	123121	288480	ASPHALT	FOR VARIOUS
										1,487.03				
ACCOUNT TOTAL										1,487.03				
OTHER OPERATING MATL/SPLY														
001201	559000				225989	2022	3	INV	P	118.90	123121	288382	LOCKS	FOR PUBLIC WO
002714	ECONOMY	SUPPLY	CO	067614	225984	2022	3	INV	P	329.99	123121	288407	PW REFRIG/ICE	MACHI
003152	HUGHES	SUPPLY		S163590339.001	225984	2022	3	INV	P	329.99	123121	288407	PW REFRIG/ICE	MACHI
ACCOUNT TOTAL										448.89				
MTR VEHICLE REP. PTS/SPL														
001201	570000				225971	2022	3	INV	P	375.45	123121	288384	ABS VALVE	REPLACEME
002738	EMPIRE	TRUCK	SALES (	CE006188911:01	225971	2022	3	INV	P	375.45	123121	288384	ABS VALVE	REPLACEME
ACCOUNT TOTAL										375.45				
AGRICULTURAL EQ. R&M														
001201	638700				0	2022	3	INV	P	265.00	123121	288406	LABOR &	CALL OUT FE
047021	HINTON,	ANTHONY		000025	0	2022	3	INV	P	265.00	123121	288406	LABOR &	CALL OUT FE
ACCOUNT TOTAL										265.00				
ORG 001201 TOTAL										2,576.37				
STREET LIGHTS														
ELECTRICITY														
001202	630500				0	2022	3	INV	P	97,081.41	123121	288428	MISSISSIPPI	POWER V
003700	MS	POWER	COMPANY	E2021 12/20	0	2022	3	INV	P	2,467.59	123121	288428	MISSISSIPPI	POWER-V
003700	MS	POWER	COMPANY	E2021-10-DEC	0	2022	3	INV	P	50.76	123121	288428	MISSISSIPPI	POWER-V
003700	MS	POWER	COMPANY	E2021-12/21	0	2022	3	INV	P	50.76	123121	288428	MISSISSIPPI	POWER-V
										99,599.76				
003873	PEARL	RIVER	VALLEY E	2022 12/6	0	2022	3	INV	P	848.35	123121	288439	PEARL RIVER	VALLEY
003873	PEARL	RIVER	VALLEY E	2022-12/20	0	2022	3	INV	P	16.64	123121	288439	PEARL RIVER	VALLE E
										864.99				
004282	SOUTHERN	PINE	ELECTR	E2021 12/15	0	2022	3	INV	P	143.45	123121	288464	SOUTHERN PINE	ELECT
ACCOUNT TOTAL										100,608.20				
ORG 001202 TOTAL										100,608.20				
ENGR/PUBLIC SER														
OTHER EXPENDABLE OFF.SPL														
001203	501000				225957	2022	3	INV	P	24.89	123121	288431	OFFICE	SUPPLIES - E
003772	NEWELL	PAPER	COMPANY	4122197	225957	2022	3	INV	P	24.89	123121	288431	OFFICE	SUPPLIES - E
ACCOUNT TOTAL										24.89				

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/3 TO 2022/3		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
001203	601500										
004197	SHOWS DEARMAN & WAIT	22450	0	ENGINEERING	2022	3	INV	P	345.00	123121	288459 MB 2012-1/34 FORRES
				ACCOUNT TOTAL					345.00		
001203	630500										
003700	MS POWER COMPANY	E2021 12/20	0	ELECTRICITY	2022	3	INV	P	297.80	123121	288428 MISSISSIPPI POWER V
				ACCOUNT TOTAL					297.80		
001203	641000										
004057	RJ YOUNG COMPANY	4559964	0	OFFICE EQUIPMENT RENT	2022	3	INV	P	353.75	123121	288453 COPIER RENTAL PAYME
				ACCOUNT TOTAL					353.75		
				ORG 001203 TOTAL					1,021.44		
001204				SHOP DIVISION							
001204	570000			MTR VEHICLE REP. PTS/SPL							
002413	CARQUEST AUTO PARTS	14758-5488	225966	2022	3	INV	P		38.19	123121	288362 BRAKE PADS UNIT#154
				ACCOUNT TOTAL					38.19		
001204	630500										
003700	MS POWER COMPANY	E2021 12/20	0	ELECTRICITY	2022	3	INV	P	2,421.58	123121	288428 MISSISSIPPI POWER V
003700	MS POWER COMPANY	E2021-10-DEC	0	2022	3	INV	P		190.14	123121	288428 MISSISSIPPI POWER-V
									2,611.72		
				ACCOUNT TOTAL					2,611.72		
001204	643000										
002471	CINTAS CORPORATION # 4105066795		0	UNIFORM RENT	2022	3	INV	P	62.98	123121	288367 UNIFORM RENTAL PW S
002471	CINTAS CORPORATION # 4105750358		0	2022	3	INV	P		62.98	123121	288367 UNIFORM RENTAL/SC#8
									125.96		
				ACCOUNT TOTAL					125.96		
				ORG 001204 TOTAL					2,775.87		
001205				G O & F S DIV.							
001205	630500			ELECTRICITY							
003700	MS POWER COMPANY	E2021 12/20	0	2022	3	INV	P		67.72	123121	288428 MISSISSIPPI POWER V
				ACCOUNT TOTAL					67.72		
				ORG 001205 TOTAL					67.72		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/3 TO 2022/3		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
001206											
001206	729500										
002803	FERGUSON WATERWORKS			0725608							
					225574	2022	3	INV P	14,432.00	123121	288391 2-QUOTE DRAINAGE BA
004197	SHOWS DEARMAN & WAIT			22402	0	2022	3	INV P	405.00	123121	288459 MB 2012-1/34 EAST H
004197	SHOWS DEARMAN & WAIT			22403	0	2022	3	INV P	537.50	123121	288458 MB 2012-1/34 40TH &
004197	SHOWS DEARMAN & WAIT			22404	0	2022	3	INV P	350.00	123121	288459 MB 2012-1/34 SHADY
004197	SHOWS DEARMAN & WAIT			22420	0	2022	3	INV P	1,412.50	123121	288458 MB 2012-1/34 DAHMER
004197	SHOWS DEARMAN & WAIT			22449	0	2022	3	INV P	2,485.00	123121	288458 MB 2012-1/34 JAMES
									5,190.00		
									ACCOUNT TOTAL	19,622.00	
									ORG 001206 TOTAL	19,622.00	
001207											
001207	559000										
002471	CINTAS CORPORATION #			1902677656							
					225712	2022	3	INV P	520.00	123121	288367 MASKS FOR CONST DEP
									ACCOUNT TOTAL	520.00	
001207	560000										
002714	ECONOMY SUPPLY CO			067353							
					225950	2022	3	INV P	839.00	123121	288382 NYE STAGE DECKING;
									ACCOUNT TOTAL	839.00	
001207	560500										
002901	GILKEY ELECTRIC SUPP			34761	0	2022	3	INV P	443.05	123121	288398 ELECTIRICAL TOOL FO
002901	GILKEY ELECTRIC SUPP			348188	225886	2022	3	INV P	190.00	123121	288398 FUSES FOR STERNBERG
002901	GILKEY ELECTRIC SUPP			348275	225750	2022	3	INV P	18.00	123121	288398 ELECTRICAL TOOLS FO
002901	GILKEY ELECTRIC SUPP			348654	225750	2022	3	INV P	66.00	123121	288398 ELECTRICAL TOOLS FO
002901	GILKEY ELECTRIC SUPP			348903	226068	2022	3	INV P	70.00	123121	288398 MATERIAL FOR ELECTR
002901	GILKEY ELECTRIC SUPP			348992	226066	2022	3	INV P	93.00	123121	288398 HAVAC VAN/ELECTRICA
									880.05		
									ACCOUNT TOTAL	880.05	
001207	561000										
002714	ECONOMY SUPPLY CO			067349							
					225964	2022	3	INV P	150.90	123121	288382 AIR HOSES/CONST DEP
									ACCOUNT TOTAL	150.90	
001207	565000										
002714	ECONOMY SUPPLY CO			067800							
					226042	2022	3	INV P	41.70	123121	288382 SPRAY PAINT
									ACCOUNT TOTAL	41.70	
001207	570000										
002413	CARQUEST AUTO PARTS			14758-5548							
					225985	2022	3	INV P	69.90	123121	288362 PW SHOP SUPPLIES

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/3 TO 2022/3		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
002413	CARQUEST AUTO PARTS	14758-5716	226009	2022	3	INV	P		100.71	123121	288362 PW SHOP SUPPLIES/CO
002413	CARQUEST AUTO PARTS	14758-5921	226095	2022	3	INV	P		106.78	123121	288362 REFRIGERANT FOR UNI
									277.39		
003746	NAPA AUTO PARTS	5930-641956	225986	2022	3	INV	P		330.06	123121	288429 PARTS FOR UNIT#1521
003843	PARISH TRACTOR (HATT	02-196444	226021	2022	3	INV	P		153.40	123121	288436 OIL FOR EXCAVATOR/C
004256	SOLAR SUPPLY INC	3447939	225988	2022	3	INV	P		55.04	123121	288463 TEMP GUN/A/C TECH
ACCOUNT TOTAL									815.89		
001207	639100										
047490	PRECISION COMMUNICAT	18179	0	DOWNTOWN LIGHTS R&M	2022	3	INV	P	5,706.90	123121	288449 SERVICE CONTRACT BI
ACCOUNT TOTAL									5,706.90		
001207	643000										
002471	CINTAS CORPORATION #	4105066675	0	UNIFORM RENT	2022	3	INV	P	61.83	123121	288367 UNIFORM RENTAL/CONS
002471	CINTAS CORPORATION #	4105750161	0		2022	3	INV	P	83.04	123121	288367 UNIFORM RENTAL/CONS
									144.87		
ACCOUNT TOTAL									144.87		
ORG 001207 TOTAL									9,099.31		
001220				SANITATION DIV.							
001220	570000			MTR VEHICLE REP. PTS/SPL							
002166	AUTO ARMATURE SERVIC	26851	225919	2022	3	INV	P		333.90	123121	288348 UNIT 14406 BATTERIE
002166	AUTO ARMATURE SERVIC	26852	225905	2022	3	INV	P		333.90	123121	288348 UNIT 15892 BATTERIE
									667.80		
002413	CARQUEST AUTO PARTS	14758-4647	225662	2022	3	INV	P		19.80	123121	288362 MINI BULBS FOR SANI
002413	CARQUEST AUTO PARTS	14758-4685	225636	2022	3	INV	P		295.56	123121	288362 ANT-AFC11000 ANTIFR
002413	CARQUEST AUTO PARTS	14758-5553	225636	2022	3	INV	P		129.65	123121	288362 ANT-AFC11000 ANTIFR
									445.01		
002738	EMPIRE TRUCK SALES (	CE006188798:01	225965	2022	3	INV	P		975.53	123121	288384 UNIT 20091 U-BOLT /
003034	HATTIESBURG HYDRAULI	92574	225732	2022	3	INV	P		59.96	123121	288405 HOSES/ADAPTERS-UNIT
004465	TRUCKPRO LLC	0390699519	0	2022	3	INV	P		503.96	123121	288471 SERVICE CALL UNIT 2
047021	HINTON, ANTHONY	GT387020072	0	2022	3	INV	P		400.00	123121	288406 SERVICE CALL UNIT 2
ACCOUNT TOTAL									3,052.26		
001220	575000			COMMUNICATION REPAIR PTS							

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/3 TO 2022/3										
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT		CHECK	DESCRIPTION
002535	COMSOUTH	199739	225973	2022 3	INV	P	136.50	123121	288372	RADIO REPAIR-SANITA
ACCOUNT TOTAL							136.50			
001220	630500			ELECTRICITY						
003700	MS POWER COMPANY	E2021-10-DEC	0	2022 3	INV	P	417.59	123121	288428	MISSISSIPPI POWER-V
ACCOUNT TOTAL							417.59			
001220	638400			MOTOR VEHICLE EQ. R&M						
047021	HINTON, ANTHONY	GT387020070	0	2022 3	INV	P	265.00	123121	288406	SERVICE CALL UNIT 2
ACCOUNT TOTAL							265.00			
ORG 001220 TOTAL							3,871.35			
001551				AIRPORT DIV.						
001551	630500			ELECTRICITY						
003700	MS POWER COMPANY	E2021-10-DEC	0	2022 3	INV	P	1,320.28	123121	288428	MISSISSIPPI POWER-V
ACCOUNT TOTAL							1,320.28			
ORG 001551 TOTAL							1,320.28			
001553				CEMETERY DIV						
001553	501000			OTHER EXPENDABLE OFF.SPL						
003177	INDOFF INC	3531664	225920	2022 3	INV	P	204.50	123121	288409	HAM105007-HAMMERMIL
ACCOUNT TOTAL							204.50			
001553	510000			CLEANING/JANITORIAL SPLY						
003772	NEWELL PAPER COMPANY	4121890	225898	2022 3	INV	P	696.96	123121	288431	6870410-STANDARD BA
ACCOUNT TOTAL							696.96			
001553	559000			OTHER OPERATING MATL/SPLY						
004316	SPEEDY PRINTING & SI	29772	225926	2022 3	INV	P	112.00	123121	288465	CHRISTMAS TREE RECY
ACCOUNT TOTAL							112.00			
001553	604900			OTHER PROFESSIONAL SERV.						
003191	INTERFACE SECURITY S	20130939	0	2022 3	INV	P	48.34	123121	288410	MB#2006-2/76-77 SEC
ACCOUNT TOTAL							48.34			
001553	612000			FREIGHT						
003177	INDOFF INC	3531664	225920	2022 3	INV	P	18.25	123121	288409	HAM105007-HAMMERMIL
ACCOUNT TOTAL							18.25			
001553	630500			ELECTRICITY						
003700	MS POWER COMPANY	E2021 12/20	0	2022 3	INV	P	446.44	123121	288428	MISSISSIPPI POWER V

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/3 TO 2022/3		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
					ACCOUNT TOTAL				446.44		
001553	638400				MOTOR VEHICLE EQ. R&M						
004597	WATERS	INTERNATIONAL	08S826901		225987	2022	3	INV P	2,432.15	123121	288482 REPAIRS ON KNUCKLE-
					ACCOUNT TOTAL				2,432.15		
					UNIFORM RENT						
001553	643000				0	2022	3	INV P	166.42	123121	288367 ST. CONT#8200044758
002471	CINTAS	CORPORATION #	4103708320		0	2022	3	INV P	81.48	123121	288367 ST. CONT#8200044758
002471	CINTAS	CORPORATION #	4104378704		0	2022	3	INV P	72.52	123121	288367 ST. CONT#8200044758
002471	CINTAS	CORPORATION #	4105069805		0	2022	3	INV P	72.52	123121	288367 ST. CONT#8200044758
002471	CINTAS	CORPORATION #	4105753984		0	2022	3	INV P	392.94		
					ACCOUNT TOTAL				392.94		
					MOP-MAT-RAG RENT						
001553	643500				0	2022	3	INV P	25.35	123121	288368 ST. CONT#8200044758
002471	CINTAS	CORPORATION #	4103708284		0	2022	3	INV P	25.35	123121	288368 ST. CONT#8200044758
002471	CINTAS	CORPORATION #	4104378625		0	2022	3	INV P	25.35	123121	288368 ST. CONT#8200044758
002471	CINTAS	CORPORATION #	4105069802		0	2022	3	INV P	25.35	123121	288368 ST. CONT#8200044758
002471	CINTAS	CORPORATION #	4105753867		0	2022	3	INV P	101.40		
					ACCOUNT TOTAL				101.40		
					ORG 001553 TOTAL				4,452.98		
					PARKING OPER.						
001560	630500				0	2022	3	INV P	1,116.67	123121	288428 MISSISSIPPI POWER V
001560	MS POWER COMPANY	E2021 12/20			0	2022	3	INV P	1,116.67		
					ACCOUNT TOTAL				1,116.67		
					PARKING GARAGE/LOT RENT						
001560	640200				0	2022	3	INV P	2,111.52	123121	288432 LEASE RR PKG LOT 1/
003789	NORFOLK SOUTHERN COR	92364643			0	2022	3	INV P	2,111.52		
					ACCOUNT TOTAL				2,111.52		
					ORG 001560 TOTAL				3,228.19		
FUND 001 REVENUES					TOTAL:				313,242.35		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/3 TO 2022/3		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
002300					PKS/REC-RECREATION MAINT. DIV.						
002300	511100				SUPPLIES - COVID 19						
	002162	ATCO INTERNATIONAL		134911	225825	2022	3	INV P	1,360.80	123121	288346 P&R REC MAINT-COVID
					ACCOUNT TOTAL				1,360.80		
002300	513000				CHEMICALS						
	002023	A & R FARM AND GARDE		351266	226003	2022	3	INV P	1,081.00	123121	288337 P&R GRNDS MAINT-ANT
					ACCOUNT TOTAL				1,081.00		
002300	525500				LUBRICANTS						
	002304	BRACKMAN MOWER WAREH		17215	225677	2022	3	INV P	151.01	123121	288354 P&R MOWER UNIT 2132
	002304	BRACKMAN MOWER WAREH		17291	225798	2022	3	INV P	131.52	123121	288354 P&R GRNDS MAINT-LUB
									282.53		
					ACCOUNT TOTAL				282.53		
002300	575500				AGRICLTRL REPAIR PTS/SPL						
	002304	BRACKMAN MOWER WAREH		14787	223529	2022	3	INV P	135.25	123121	288354 P&R GRNDS MAINT-LAB
	002304	BRACKMAN MOWER WAREH		15610	225033	2022	3	INV P	197.61	123121	288354 P&R MOWER UNIT 2132
	002304	BRACKMAN MOWER WAREH		17212	225566	2022	3	INV P	177.81	123121	288354 P&R MOWER UNIT 2074
	002304	BRACKMAN MOWER WAREH		17213	225567	2022	3	INV P	751.87	123121	288354 P&R MOWER 19303-SER
	002304	BRACKMAN MOWER WAREH		17214	225796	2022	3	INV P	511.82	123121	288354 P&R MOWER UNIT 2132
	002304	BRACKMAN MOWER WAREH		17216	225832	2022	3	INV P	140.40	123121	288354 P&R MOWER UNIT 2159
									1,914.76		
	002398	CAMPER CITY OF HATTI		51781	225897	2022	3	INV P	22.98	123121	288360 P&R TRAILER 18561-R
	003615	MISSISSIPPI AG COMPA		P72167	225835	2022	3	INV P	32.58	123121	288426 P&R GRNDS MAINT EQU
					ACCOUNT TOTAL				1,970.32		
002300	630500				ELECTRICITY						
	003700	MS POWER COMPANY		E2021 12/20	0	2022	3	INV P	950.60	123121	288428 MISSISSIPPI POWER V
					ACCOUNT TOTAL				950.60		
002300	638700				AGRICULTURAL EQ. R&M						
	002304	BRACKMAN MOWER WAREH		14787	223529	2022	3	INV P	86.46	123121	288354 P&R GRNDS MAINT-LAB
	002304	BRACKMAN MOWER WAREH		15610	225033	2022	3	INV P	67.73	123121	288354 P&R MOWER UNIT 2132
	002304	BRACKMAN MOWER WAREH		17212	225566	2022	3	INV P	100.00	123121	288354 P&R MOWER UNIT 2074
	002304	BRACKMAN MOWER WAREH		17213	225567	2022	3	INV P	120.00	123121	288354 P&R MOWER 19303-SER
	002304	BRACKMAN MOWER WAREH		17214	225796	2022	3	INV P	118.35	123121	288354 P&R MOWER UNIT 2132
	002304	BRACKMAN MOWER WAREH		17215	225677	2022	3	INV P	112.53	123121	288354 P&R MOWER UNIT 2132
	002304	BRACKMAN MOWER WAREH		17216	225832	2022	3	INV P	80.00	123121	288354 P&R MOWER UNIT 2159
									685.07		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/3 TO 2022/3				ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
ACCOUNT TOTAL											685.07		
002300	643000								UNIFORM RENT				
002471	CINTAS CORPORATION # 4104811060		0	2022	3	INV	P	171.49	123121		288367	P&R REC MAINT UNIFO	
ACCOUNT TOTAL											171.49		
002300	644900								OTHER RENT				
002471	CINTAS CORPORATION # 4104810783		0	2022	3	INV	P	33.66	123121		288367	P&R REC MAINT-MAT R	
047043	PORTABLE TOILETS 85209		225799	2022	3	INV	P	1,885.00	123121		288447	P&R TSP-TWO QUOTE P	
ACCOUNT TOTAL											1,918.66		
ORG 002300 TOTAL											8,420.47		
002315	PKS/REC-REC.ADMIN/COM.REL.												
002315	501000								OTHER EXPENDABLE OFF.SPL				
003809	OFFICE DEPOT INC 2539807423		225840	2022	3	INV	P	88.24	123121		288435	OFFICE SUPPLIES	
ACCOUNT TOTAL											88.24		
002315	551000								RECREATIONAL SUPPLIES				
003937	PLAY IT AGAIN SPORTS 000796		225790	2022	3	INV	P	348.00	123121		288446	A4 JERSEY WITH 2 CO	
ACCOUNT TOTAL											348.00		
002315	603400								OFFICIALS				
002540	CONNER, TOBARRA 12.21.21		0	2022	3	INV	P	60.00	123121		288373	HPR CONTRACT LABOR	
003817	O'NEAL, KYLE J 12.21.21		0	2022	3	INV	P	60.00	123121		288434	HPR CONTRACT LABOR	
004680	WOOD, JOSHUA J 12.21.21		0	2022	3	INV	P	60.00	123121		288486	HPR CONTRACT LABOR	
047237	SMITH MARCUS L 12.21.21		0	2022	3	INV	P	60.00	123121		288462	HPR CONTRACT LABOR	
048258	BRUNSON, JOSHUA 12.21.21		0	2022	3	INV	P	60.00	123121		288356	HPR CONTRACT LABOR	
048262	THOMPSON MARQIEL O 12.21.21		0	2022	3	INV	P	60.00	123121		288469	HPR CONTRACT LABOR	
048357	KEYS GLENN 12.21.21		0	2022	3	INV	P	60.00	123121		288416	HPR CONTRACT LABOR	
ACCOUNT TOTAL											420.00		
002315	604900								OTHER PROFESSIONAL SERV.				
002965	GUTHRIE, JONI S 12.21.21		0	2022	3	INV	P	90.00	123121		288401	HPR CONTRACT LABOR	
003508	MARTIN, MAGDALINE 12.21.21		0	2022	3	INV	P	48.00	123121		288425	HPR CONTRACT LABOR	
003958	POWELL, RANDY 12.21.21		0	2022	3	INV	P	60.00	123121		288448	HPR CONTRACT LABOR	
004523	USM/POLICE DEPARTMEN 300		0	2022	3	INV	P	960.00	123121		288476	ADULT FLAG FOOTBALL	

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/3 TO 2022/3											
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION	
004564	WALCK, SUSAN A	12.21.21	0	2022	3	INV	P	75.00	123121	288478	HPR CONTRACT LABOR
047471	SAMMY GRAHAM LLC	0137	0	2022	3	INV	P	880.00	123121	288456	SEPTEMBER MONTHLY M
047471	SAMMY GRAHAM LLC	0139	0	2022	3	INV	P	440.00	123121	288456	OCTOBER MONTHLY MAI
								1,320.00			
ACCOUNT TOTAL								2,553.00			
002315	630500					ELECTRICITY					
003700	MS POWER COMPANY	E2021 12/20	0	2022	3	INV	P	8,445.21	123121	288428	MISSISSIPPI POWER V
003700	MS POWER COMPANY	E2021-10-DEC	0	2022	3	INV	P	5,082.97	123121	288428	MISSISSIPPI POWER-V
								13,528.18			
ACCOUNT TOTAL								13,528.18			
002315	684500					REGISTRATION FEE/TUITION					
004517	USA BOXING-SOUTHERN	317837	0	2022	3	INV	P	175.00	123121	288475	P&R UNETTA GYM-22 U
004517	USA BOXING-SOUTHERN	317837-DC	0	2022	3	INV	P	100.00	123121	288475	P&R UNETTA GYM-SANC
004517	USA BOXING-SOUTHERN	317837-DW	0	2022	3	INV	P	100.00	123121	288475	P&R UNETTA ST GYM S
004517	USA BOXING-SOUTHERN	317837-RW	0	2022	3	INV	P	100.00	123121	288475	P&R UNETTA GYM-22 S
								475.00			
ACCOUNT TOTAL								475.00			
ORG 002315				TOTAL		17,412.42					
FUND 002 PARKS & RECREATION FUND						TOTAL:		25,832.89			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/3 TO 2022/3		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
009660				W&S O&M-CUSTOMER ACCT. DIV.							
009660	604900			OTHER PROFESSIONAL SERV.							
	003796	NORTH LAMAR WATER AS	NORTH LAMAR	121621	0	2022	3	INV P	149.00	123121	288433 SEWER READS FOR WAT
				ACCOUNT TOTAL					149.00		
009660	607000			POSTAGE							
	047562	ENCO UTILITY	20014		0	2022	3	INV P	1,518.95	123121	288385 MB 2020-835 RT 2 BI
				ACCOUNT TOTAL					1,518.95		
009660	620000			PRINTING							
	004050	RICOH CORP	5062886394		0	2022	3	INV P	438.09	123121	288452 CHARGES FOR PRODUCT
	004050	RICOH CORP	5063291011		0	2022	3	INV P	141.25	123121	288452 CHARGES FOR PRODUCT
									579.34		
	047562	ENCO UTILITY	20014		0	2022	3	INV P	563.62	123121	288385 MB 2020-835 RT 2 BI
				ACCOUNT TOTAL					1,142.96		
009660	630000			GAS							
	004321	SPIRE ENERGY	G2021 12/15		0	2022	3	INV P	133.91	123121	288466 SPRE (WILLMUT GAS)
				ACCOUNT TOTAL					133.91		
009660	630500			ELECTRICITY							
	003700	MS POWER COMPANY	E2021-10-DEC		0	2022	3	INV P	432.17	123121	288428 MISSISSIPPI POWER-V
				ACCOUNT TOTAL					432.17		
009660	638400			MOTOR VEHICLE EQ. R&M							
	003389	LARRY'S WRECKER SERV	WRECKER TOW 18706	226098		2022	3	INV P	55.00	123121	288421 TOW FOR UNIT 18706
				ACCOUNT TOTAL					55.00		
009660	643000			UNIFORM RENT							
	002471	CINTAS CORPORATION # 4105068624			0	2022	3	INV P	87.70	123121	288367 UNIFORMS WATER BILL
	002471	CINTAS CORPORATION # 4105752489			0	2022	3	INV P	66.68	123121	288367 UNIFORMS WATER BILL
									154.38		
				ACCOUNT TOTAL					154.38		
				ORG 009660 TOTAL					3,586.37		
009672				W&S O&M-WATER TRANSMISSION DIV							
009672	540000			ASPHALT & ASPHALT PROD.							
	004586	WARREN PAVING INC	49821		0	2022	3	INV P	188.49	123121	288480 HOT MIX ASPHALT (PO
	004586	WARREN PAVING INC	49829		0	2022	3	INV P	184.69	123121	288480 HOT MIX ASPHALT (PO
	004586	WARREN PAVING INC	49855		0	2022	3	INV P	249.84	123121	288480 HOT MIX ASPHALT (PO

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/3 TO 2022/3											
ACCOUNT/VENDOR				INVOICE		PO	YEAR/PR TYP S		WARRANT	CHECK	DESCRIPTION
									623.02		
ACCOUNT TOTAL									623.02		
009672	561000					PLUMBING SUPPLIES					
002442	CENTRAL PIPE SUPPLY	S100277141-003	225725	2022	3	INV	P	64.06	123121	288364	WAREHOUSE STOCK FOR
002442	CENTRAL PIPE SUPPLY	S100279241-001	225831	2022	3	INV	P	414.00	123121	288364	BADGER M25 MCA ---
002442	CENTRAL PIPE SUPPLY	S100279485-001	225849	2022	3	INV	P	599.25	123121	288364	METER BOX LIDS -- W
									1,077.31		
002559	CORE & MAIN (HD SUPP	Q088412	225741	2022	3	INV	P	556.80	123121	288374	WAREHOUSE STOCK FOR
ACCOUNT TOTAL									1,634.11		
009672	570000					MTR VEHICLE REP. PTS/SPL					
002700	EAGLE TIRE AND SERVI	INV060876	225937	2022	3	INV	P	490.64	123121	288381	TIRES FOR UNIT # 20
ACCOUNT TOTAL									490.64		
009672	604900					OTHER PROFESSIONAL SERV.					
002778	FAIRLEY, BILLY RAY	240481	225720	2022	3	INV	P	1,800.00	123121	288389	REPAIR RETAINER WAL
ACCOUNT TOTAL									1,800.00		
009672	636000					STREETS & STRUCTURES R&M					
003649	MORGAN, C J INC	2021074	0	2022	3	INV	P	234,600.49	123121	288427	MB2020-179:WATER RE
ACCOUNT TOTAL									234,600.49		
009672	638600					CONSTRUCTION EQUIP R&M					
002751	EQUIPMENT INC	165504476	225541	2022	3	INV	P	4,766.74	123121	288386	REPAIRS TO ASSET #2
ACCOUNT TOTAL									4,766.74		
009672	643000					UNIFORM RENT					
002471	CINTAS CORPORATION #	4105069392	0	2022	3	INV	P	246.98	123121	288367	SC#8200044758-- UNI
002471	CINTAS CORPORATION #	4105753196	0	2022	3	INV	P	279.48	123121	288367	SC#8200044758--UNIF
									526.46		
ACCOUNT TOTAL									526.46		
ORG 009672 TOTAL									244,441.46		
009673	513000					W&S O&M-WATER PLANT DIVISION					
009673	513000					CHEMICALS					
002971	HACH COMPANY	12629609	0	2022	3	INV	P	417.54	123121	288404	DUPLICATE PO#222581
002971	HACH COMPANY	12635007	0	2022	3	INV	P	80.58	123121	288404	DUPLICATE PO#222581
002971	HACH COMPANY	12638878	0	2022	3	INV	P	654.00	123121	288404	DUPLICATE PO#222581
002971	HACH COMPANY	12651769	0	2022	3	INV	P	2,050.00	123121	288404	DUPLICATE PO#222581

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/3 TO 2022/3				ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
											3,202.12		
ACCOUNT TOTAL											3,202.12		
009673	604900			OTHER PROFESSIONAL SERV.									
002100	AMERICAN AIR SPECIAL	112435	0	2022	3	INV	P	201.95	123121		288340	SERVICE CALL- REPAI	
002288	BONNER ANALYTICAL TE	75639	0	2022	3	INV	P	1,325.00	123121		288353	DEC.2021 COLIFORM T	
002380	BYRD, WADE J.	122021BYRD	0	2022	3	INV	P	3,000.00	123121		288358	CERTIFIED OPERATOR	
002955	GRINER DRILLING SERV R-54698		0	2022	3	INV	P	30,422.50	123121		288399	REPAIRS TO WELL #3	
ACCOUNT TOTAL											34,949.45		
009673	630500			ELECTRICITY									
003700	MS POWER COMPANY	E2021 12/20	0	2022	3	INV	P	8,730.57	123121		288428	MISSISSIPPI POWER V	
003700	MS POWER COMPANY	E2021-10-DEC	0	2022	3	INV	P	28,044.64	123121		288428	MISSISSIPPI POWER-V	
											36,775.21		
003873	PEARL RIVER VALLEY E	2022 12/6	0	2022	3	INV	P	117.38	123121		288439	PEARL RIVER VALLEY	
ACCOUNT TOTAL											36,892.59		
009673	638200			MINOR EQUIPMENT R&M									
004120	SANSOM EQUIPMENT CO	W01536	226051	2022	3	INV	P	2,402.00	123121		288457	REPAIRS TO CRAWLER	
ACCOUNT TOTAL											2,402.00		
009673	638300			GENERATOR R&M									
002672	DOLEAC ELECTRIC CO I	WP2-X2	225742	2022	3	INV	P	2,190.00	123121		288380	GENERATOR MAINTENAN	
ACCOUNT TOTAL											2,190.00		
009673	643500			MOP-MAT-RAG RENT									
002471	CINTAS CORPORATION #	4105068749	0	2022	3	INV	P	22.11	123121		288368	SC#8200044758--MOPS	
002471	CINTAS CORPORATION #	4105752662	0	2022	3	INV	P	22.11	123121		288368	SC#8200047758--MOPS	
											44.22		
ACCOUNT TOTAL											44.22		
ORG 009673 TOTAL											79,680.38		
009676	W&S O&M-SEWER DIVISION												
009676	546000			MINOR EQUIPMENT									
002471	CINTAS CORPORATION #	1902666467	225787	2022	3	INV	P	268.00	123121		288367	GREEN NITRILE GLOVE	
ACCOUNT TOTAL											268.00		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/3 TO 2022/3											
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION
009676	630500					ELECTRICITY					
003700	MS POWER COMPANY	E2021	12/20	0	2022	3	INV	P	3,194.41	123121	288428 MISSISSIPPI POWER V
003700	MS POWER COMPANY	E2021-10-DEC		0	2022	3	INV	P	3,344.01	123121	288428 MISSISSIPPI POWER-V
									6,538.42		
004282	SOUTHERN PINE ELECTR	E2021	12/15	0	2022	3	INV	P	273.67	123121	288464 SOUTHERN PINE ELECT
004282	SOUTHERN PINE ELECTR	E2021	12/16/21	0	2022	3	INV	P	434.98	123121	288464 SOUTHERN PINE ELECT
									708.65		
ACCOUNT TOTAL									7,247.07		
009676	636000					STREETS & STRUCTURES R&M					
004058	RJM MCQUEEN CONTRACT 2543			0	2022	3	INV	P	54,291.12	123121	288454 MB2020-179:SEWER RE
ACCOUNT TOTAL									54,291.12		
009676	638400					MOTOR VEHICLE EQ. R&M					
003843	PARISH TRACTOR (HATT 02-187311			223891	2022	3	INV	P	2,578.73	123121	288436 REPAIRS TO ASSET #
ACCOUNT TOTAL									2,578.73		
ORG 009676 TOTAL									64,384.92		
009677						W&S O&M-SEWER LAGOON DIV.					
009677	630500					ELECTRICITY					
003700	MS POWER COMPANY	E2021	12/20	0	2022	3	INV	P	606.40	123121	288428 MISSISSIPPI POWER V
003700	MS POWER COMPANY	E2021-10-DEC		0	2022	3	INV	P	42,335.92	123121	288428 MISSISSIPPI POWER-V
									42,942.32		
003873	PEARL RIVER VALLEY E	2022	11.4	0	2022	3	INV	P	253.25	123121	288439 PEARL RIVER VALLEY
003873	PEARL RIVER VALLEY E	2022	12/6	0	2022	3	INV	P	34.72	123121	288439 PEARL RIVER VALLEY
003873	PEARL RIVER VALLEY E	2022-12/20		0	2022	3	INV	P	50.00	123121	288439 PEARL RIVER VALLE E
									337.97		
ACCOUNT TOTAL									43,280.29		
009677	638000					FIXED EQUIPMENT R&M					
003348	L & A CONTRACTING CO 483-203			0	2022	3	INV	P	40,697.19	123121	288418 MB2016-64: LAGOONS
ACCOUNT TOTAL									40,697.19		
ORG 009677 TOTAL									83,977.48		
FUND 009 WATER & SEWER OPERATION/MAINT.									TOTAL:	476,070.61	

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/3 TO 2022/3		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
011000											
011000	114000										
048328	LONNIE L SMITH	94391	63075	0	2022	3	INV	P	20.96	123121	288423 MTR DEP REF 63075
048329	H L & C FORREST LLC	99155	67275	0	2022	3	INV	P	262.96	123121	288402 MTR DEP REF 67275
048330	SULLIVANS GROCERY	100420	68438	0	2022	3	INV	P	36.66	123121	288467 MTR DEP REF 68438
048331	SIDNEY MALONE	100776	68757	0	2022	3	INV	P	11.66	123121	288460 MTR DEP REF 68757
048332	AARYANNE M PREUSCH	101115	69051	0	2022	3	INV	P	20.96	123121	288338 MTR DEP REF 69051
048333	PATRICK EZELLE	110977	77996	0	2022	3	INV	P	9.66	123121	288438 MTR DEP REF 77996
048334	B & T HOMES LLC	112814	79608	0	2022	3	INV	P	300.00	123121	288350 MTR DEP REF 79608
048334	B & T HOMES LLC	112815	79606	0	2022	3	INV	P	262.96	123121	288350 MTR DEP REF 79606
048334	B & T HOMES LLC	112816	79610	0	2022	3	INV	P	255.36	123121	288350 MTR DEP REF 79610
									818.32		
048335	TATIANA LANDRY	112963	79745	0	2022	3	INV	P	20.96	123121	288468 MTR DEP REF 79745
048336	COURTNEY L WILLIAMS	117321	83813	0	2022	3	INV	P	20.96	123121	288376 MTR DEP REF 83813
048337	WILLIAM STAFFORD	118000	84477	0	2022	3	INV	P	20.96	123121	288485 MTR DEP REF 84477
048338	ASHLEY EDWARDS	118524	84992	0	2022	3	INV	P	20.96	123121	288342 MTR DEP REF 84992
048339	SIGMA COMPANIES	118543	85010	0	2022	3	INV	P	41.92	123121	288461 MTR DEP REF 85010
048340	PATHWAY CHRISTIAN FE	30160	12712	0	2022	3	INV	P	25.00	123121	288437 MTR DEP REF 12712
048341	KENNETH SMITH	63059	34931	0	2022	3	INV	P	21.48	123121	288415 MTR DEP REF 34931
048342	KATHLEEN MCDUFFIE	83581	53382	0	2022	3	INV	P	20.96	123121	288413 MTR DEP REF 53382
048343	DAVID E FUTRELL	88561	57773	0	2022	3	INV	P	14.96	123121	288378 MTR DEP REF 57773
048344	WILLIAM JERLING	114344	81010	0	2022	3	INV	P	20.96	123121	288484 MTR DEP REF 81010
048345	ERICA CHAMBERLAIN	116292	82822	0	2022	3	INV	P	54.04	123121	288387 MTR DEP REF 82822
048346	KELSEY N BARRETT	116944	83439	0	2022	3	INV	P	20.96	123121	288414 MTR DEP REF 83439
048347	CENTURY CONST	117066	83559	0	2022	3	INV	P	75.00	123121	288365 MTR DEP REF 83559
048347	CENTURY CONST	117753	84235	0	2022	3	INV	P	37.96	123121	288365 MTR DEP REF 84235
									112.96		
048348	PETE KELLY	117173	83668	0	2022	3	INV	P	20.96	123121	288440 MTR DEP REF 83668

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/3 TO 2022/3														
ACCOUNT/VENDOR		INVOICE		PO	YEAR/PR	TYP	S	WARRANT		CHECK	DESCRIPTION			
048349	DEBRA VANAKIN	117850	84327	0	2022	3	INV	P	20.96	123121	288379	MTR	DEP	REF 84327
048350	CENTURY CONSTRUCTION	118268	84741	0	2022	3	INV	P	37.96	123121	288366	MTR	DEP	REF 84741
048350	CENTURY CONSTRUCTION	118272	84745	0	2022	3	INV	P	37.96	123121	288366	MTR	DEP	REF 84745
048350	CENTURY CONSTRUCTION	118273	84746	0	2022	3	INV	P	75.00	123121	288366	MTR	DEP	REF 84746
048350	CENTURY CONSTRUCTION	118274	84747	0	2022	3	INV	P	37.96	123121	288366	MTR	DEP	REF 84747
048350	CENTURY CONSTRUCTION	118277	84750	0	2022	3	INV	P	37.96	123121	288366	MTR	DEP	REF 84750
048350	CENTURY CONSTRUCTION	118279	84756	0	2022	3	INV	P	37.96	123121	288366	MTR	DEP	REF 84756
048350	CENTURY CONSTRUCTION	118283	84760	0	2022	3	INV	P	75.00	123121	288366	MTR	DEP	REF 84760
048350	CENTURY CONSTRUCTION	118285	84765	0	2022	3	INV	P	75.00	123121	288366	MTR	DEP	REF 84765
048350	CENTURY CONSTRUCTION	118288	84769	0	2022	3	INV	P	37.96	123121	288366	MTR	DEP	REF 84769
048350	CENTURY CONSTRUCTION	118290	84771	0	2022	3	INV	P	37.96	123121	288366	MTR	DEP	REF 84771
									490.72					
048351	GAVIN WELLS	118441	84912	0	2022	3	INV	P	18.00	123121	288396	MTR	DEP	REF 84912
048352	KHADIJAH WILSON	118782	85239	0	2022	3	INV	P	75.00	123121	288417	MTR	DEP	REF 85239
ACCOUNT TOTAL									2,223.90					
ORG 011000 TOTAL									2,223.90					
FUND 011 WATER & SEWER FUND									TOTAL:	2,223.90				

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/3 TO 2022/3												
ACCOUNT/VENDOR				INVOICE		PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION
019100						POL.FORFEITURES-POLICE DIV.						
019100 559200						OTHER OPER.MATLS-D.A.R.E.						
004446	TOSHIBA	BUSINESS	SOL	5337197	0	2022	3	INV	P	282.72	123121	288470 MB#2020-678 COMMUNI
004446	TOSHIBA	BUSINESS	SOL	5347769	0	2022	3	INV	P	282.54	123121	288470 MB#2018-164 COMMUNI
										565.26		
ACCOUNT TOTAL									565.26			
ORG 019100						TOTAL			565.26			
FUND 019 POLICE FORFEITURES FUND									TOTAL:	565.26		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/3 TO 2022/3												
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
039551					AIRPORT IMPR.-AIRPORT DIV							
039551 729502					AIRPORT IMP-FAA							
002843	FORD ENGINEERING	SER 210206J	0	2022	3	INV	P	9,889.62	123121	288393	MB	2021-31 RUNWAY L
002843	FORD ENGINEERING	SER 211116B	0	2022	3	INV	P	17,176.64	123121	288393	MB	2021-1365 TAXIWA
								27,066.26				
004610 WEBSTER ELECTRIC COM 551-003					0	2022	3	INV	P	37,639.04	123121	288483 MB 2021-189 RUNWAY
ACCOUNT TOTAL								64,705.30				
ORG 039551 TOTAL								64,705.30				
FUND 039 AIRPORT IMPROVEMENT FUND						TOTAL:		64,705.30				

YEAR/PERIOD: 2022/3 TO 2022/3												
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION	
072201 601500					MUN.ROAD&BRIDGE-STREET DIV							
072201 601500					ENGINEERING							
004197	SHOWS	DEARMAN & WAIT	22396	0	2022	3	INV	P	230.00	123121	288459 MB 2012-1/34 FEMA C	
004197	SHOWS	DEARMAN & WAIT	22401	0	2022	3	INV	P	1,725.00	123121	288458 MB 2021-267 NON-NBI	
004197	SHOWS	DEARMAN & WAIT	22405	0	2022	3	INV	P	1,537.50	123121	288458 MB 2012-1/34 YEAGER	
004197	SHOWS	DEARMAN & WAIT	22411	0	2022	3	INV	P	7,857.50	123121	288458 MB 2021-267 N 28TH	
004197	SHOWS	DEARMAN & WAIT	22431	0	2022	3	INV	P	460.00	123121	288458 MB 2012-1/34 JAMES	
004197	SHOWS	DEARMAN & WAIT	22454	0	2022	3	INV	P	37,034.71	123121	288458 MB 2020-113 LAMAR B	
									48,844.71			
ACCOUNT TOTAL									48,844.71			
072201 601501					ENGINEERING-I&I STUDY							
004197	SHOWS	DEARMAN & WAIT	22430	0	2022	3	INV	P	5,464.00	123121	288458 MB 2020-157 LINCOLN	
ACCOUNT TOTAL									5,464.00			
072201 723014					LAMAR BLVD-REGIONS							
004197	SHOWS	DEARMAN & WAIT	22454	0	2022	3	INV	P	20,310.00	123121	288458 MB 2020-113 LAMAR B	
ACCOUNT TOTAL									20,310.00			
072201 723029					HARDY ST ROUNDABOUT							
047056	WARREN	PAVING INC	HARDY ROUNDABOUT #2	0	2022	3	INV	P	78,950.55	123121	288481 MB 2021-143 HARDY S	
ACCOUNT TOTAL									78,950.55			
072201 729576					ST ANNE'S CULVERT REPAIR							
004568	WALKER	CONSTRUCTION	ST ANNES #2 & FINAL	0	2022	3	INV	P	19,982.88	123121	288479 MB 2021-34 ST ANNES	
ACCOUNT TOTAL									19,982.88			
ORG 072201 TOTAL									173,552.14			
FUND 072 MUNICIPAL ROAD & BRIDGE					TOTAL:				173,552.14			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/3 TO 2022/3										
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
			MASS TRANSIT-TRANSPORTATION							
073570			ELECTRICITY							
073570	630500									
003700	MS POWER COMPANY	E2021-10-DEC	0	2022	3	INV P	1,852.87	123121	288428	MISSISSIPPI POWER-V
ACCOUNT TOTAL							1,852.87			
			JARC-OPERATIONS							
073570	686800									
002956	GROVE TRANSIT	JARC11/21/21-12/4/21	0	2022	3	INV P	4,049.00	123121	288400	JARC RIDES, 11/21-1
ACCOUNT TOTAL							4,049.00			
			BUS SHELTER INFRAS-533							
073570	729553									
003764	NEEL-SCHAFFER INC	1075832	0	2022	3	INV P	20,396.58	123121	288430	FTA SIDEWALK PROJEC
ACCOUNT TOTAL							20,396.58			
ORG 073570 TOTAL							26,298.45			
FUND 073 MASS TRANSIT FUND							TOTAL:	26,298.45		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/3 TO 2022/3		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
075695											
075695	601500										
		004197	SHOWS	DEARMAN & WAIT	22407	0	2022	3 INV P	1,400.00	123121	288458 MB 2017-81 WATER PL
		004197	SHOWS	DEARMAN & WAIT	22441	0	2022	3 INV P	8,200.00	123121	288458 MB 2018-288 INFRAST
		004197	SHOWS	DEARMAN & WAIT	22444	0	2022	3 INV P	2,743.50	123121	288458 MB 2020-258 HYDRAUL
		004197	SHOWS	DEARMAN & WAIT	22446	0	2022	3 INV P	1,040.00	123121	288458 MB 2012-1/34 GENERA
		004197	SHOWS	DEARMAN & WAIT	22448	0	2022	3 INV P	1,050.00	123121	288458 MB 2012-1/34 TIMBER
		004197	SHOWS	DEARMAN & WAIT	22456	0	2022	3 INV P	47,177.50	123121	288458 I & I STUDY TASK OR
									61,611.00		
									ACCOUNT TOTAL	61,611.00	
075695	722001										
		004197	SHOWS	DEARMAN & WAIT	22445	0	2022	3 INV P	170.00	123121	288459 MB 2021-45 HALL AVE
									ACCOUNT TOTAL	170.00	
075695	722002										
		004197	SHOWS	DEARMAN & WAIT	22443	0	2022	3 INV P	14,280.00	123121	288458 MB 2019-237 LONGLEA
									ACCOUNT TOTAL	14,280.00	
075695	724515										
		004197	SHOWS	DEARMAN & WAIT	22440	0	2022	3 INV P	510.00	123121	288458 MB 2018-194 AUDUBON
									ACCOUNT TOTAL	510.00	
075695	724529										
		004197	SHOWS	DEARMAN & WAIT	22442	0	2022	3 INV P	1,532.50	123121	288458 MB 2019-88 EAST JER
									ACCOUNT TOTAL	1,532.50	
									ORG 075695 TOTAL	78,103.50	
									FUND 075 WATER&SEWER CONSTRUCTION FUND	TOTAL:	78,103.50

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/3 TO 2022/3		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
077650				COMMUNITY CTR-ADMIN/GENERAL							
077650	560000			BUILDING MATERIALS & SPLY							
002169	AUTOMOTIVE GLASS SPE	W247684	225907	2022	3	INV	P		68.00	123121	288349 MORTISE LOCK TO REP
				ACCOUNT TOTAL					68.00		
077650	561000			PLUMBING SUPPLIES							
003905	PIERCE PLUMBING INC	607095	0	2022	3	INV	P		216.45	123121	288441 SERVICE CALL TO REP
				ACCOUNT TOTAL					216.45		
077650	604900			OTHER PROFESSIONAL SERV.							
048272	CCS INDUSTRIAL SERVI	12521	225885	2022	3	INV	P		4,960.00	123121	288363 PARTS AND LABOR FOR
				ACCOUNT TOTAL					4,960.00		
077650	630000			GAS							
004321	SPIRE ENERGY	G2021 12/15	0	2022	3	INV	P		502.82	123121	288466 SPRE (WILLMUT GAS)
				ACCOUNT TOTAL					502.82		
077650	630500			ELECTRICITY							
003700	MS POWER COMPANY	E2021 12/20	0	2022	3	INV	P		2,088.19	123121	288428 MISSISSIPPI POWER V
				ACCOUNT TOTAL					2,088.19		
077650	635700			PLUMBING EQUIPMENT R&M							
003905	PIERCE PLUMBING INC	607023	0	2022	3	INV	P		751.50	123121	288441 REPAIRS TO WOMEN RE
				ACCOUNT TOTAL					751.50		
077650	638000			FIXED EQUIPMENT R&M							
003175	INDEPENDENT ELEVATOR	3213	225779	2022	3	INV	P		197.60	123121	288408 ANNUAL ELEVATOR INS
				ACCOUNT TOTAL					197.60		
				ORG 077650				TOTAL	8,784.56		
FUND 077 COMMUNITY CENTERS' FUND									TOTAL:	8,784.56	

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/3 TO 2022/3											
ACCOUNT/VENDOR		INVOICE		PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
CDBG-ENTITLEMENTS											
082285	501000										
082285	003809	OFFICE DEPOT INC	212949053001	225846	2022	3	INV P	63.27	123121	288435	OFFICE SUPPLIES - C
ACCOUNT TOTAL								63.27			
MTR VEHICLE REP. PTS/SPL											
082285	570000										
082285	004514	UNIVERSITY TIRE & SE INV187386		226014	2022	3	INV P	38.09	123121	288474	OIL CHANGE & TIRE R
ACCOUNT TOTAL								38.09			
PRINTING-GRANT RELATED											
082285	620200										
082285	004050	RICOH CORP	5063291011	0	2022	3	INV P	71.07	123121	288452	CHARGES FOR PRODUCT
ACCOUNT TOTAL								71.07			
MOTOR VEHICLE EQ. R&M											
082285	638400										
082285	004514	UNIVERSITY TIRE & SE INV187386		226014	2022	3	INV P	49.95	123121	288474	OIL CHANGE & TIRE R
ACCOUNT TOTAL								49.95			
ORG 082285 TOTAL								222.38			
FUND 082 COMMUNITY DEVELOP. BLOCK GRANT								TOTAL:	222.38		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/3 TO 2022/3														
ACCOUNT/VENDOR			INVOICE	PO	YEAR/PR	TYP	S	WARRANT		CHECK	DESCRIPTION			
086300				SPEC SALES TAX/RECREATION MAIN										
086300 7295PR				CAPITAL PROJECTS										
003764	NEEL-SCHAFFER	INC	1074052-1074441	0	2022	3	INV	P	5,102.05	123121	288430	MB	2011-4/307	EAST
003764	NEEL-SCHAFFER	INC	1074965	0	2022	3	INV	P	3,986.63	123121	288430	MB	2011-4/307	EAST
003764	NEEL-SCHAFFER	INC	1075797	0	2022	3	INV	P	453.61	123121	288430	MB	2011-4/307	EAST
									9,542.29					
ACCOUNT TOTAL									9,542.29					
ORG 086300 TOTAL									9,542.29					
FUND 086 SPEC SALES TAX P&R/UNIV IMPROV									TOTAL:	9,542.29				

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/3 TO 2022/3									
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
088603			PUBLIC SAFETY/REC CONSTRUCTION						
088603	710022		POLICE DEPARTMENT						
003381	LANDARC CONSULTING G 06-1962	0	2022	3	INV P	3,340.00	123121	288420	PUBLIC SAFETY COMPL
004197	SHOWS DEARMAN & WAIT 22447	0	2022	3	INV P	494.00	123121	288458	MB 2012-1/34 SITE P
	ACCOUNT TOTAL					3,834.00			
088603	729501		HALL AVENUE OVERPASS						
003228	JACKSON, TULLOS & RO 5335	0	2022	3	INV P	1,600.76	123121	288412	MB 2021-32 HALL AVE
	ACCOUNT TOTAL					1,600.76			
	ORG 088603				TOTAL	5,434.76			
FUND 088 PUBLIC SAFETY/REC CONSTRUCTION			TOTAL:			5,434.76			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/3 TO 2022/3											
ACCOUNT/VENDOR				INVOICE		PO	YEAR/PR TYP S		WARRANT	CHECK	DESCRIPTION
097201				INFRA IMPROVE-INTRNT SALES TAX							
097201 721002				CAMPBELL LOOP BRIDGE							
004197 SHOWS DEARMAN & WAIT 22400				0	2022 3 INV P	2,360.00	123121	288458	MB	2020-283	CAMPBEL
ACCOUNT TOTAL						2,360.00					
ORG 097201 TOTAL						2,360.00					
FUND 097 INFRA IMPROVE-INTRNT SALES TAX TOTAL:						2,360.00					

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|City of Hattiesburg, MS
|A/P CASH DISBURSEMENTS JOURNAL

JOURNAL ENTRIES TO BE CREATED

** END OF REPORT - Generated by Sherry Jackson **