



**Tuesday, February 8, 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. **2022-73** Approve the minutes for the January 18, 2022 meeting of the City Council.

2. **2022-56** Adopt a Resolution setting Public Hearing on Monday, March 7th, 2022 at 4:00 p.m. in the City Council Chambers located at City Hall to determine if certain properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community, according to the provision of MS Code 1972, Section 21-19-11.

3. **2022-79** Approve Resolution authorizing the purchase of five (5) garbage trucks utilizing funds received from the U.S. Department of Treasury under the American Rescue Plan Act's State and Local Fiscal Recovery fund, as the provision of government services by the City of Hattiesburg

4. **2022-67** Approve Contract with Neel-Schaffer, Inc. for engineering services related to the MidTown Streetscapes Improvement Project and authorize the Mayor to execute in duplicate.

5. **2022-66** Approve Letter Agreement with Right-of-Way Technology, Inc. for right-of-way services related to the Hall Avenue West Overpass Project (LPA 108639-802000) and authorize the Mayor to execute in duplicate.

6. **2022-62** Approve Lighting Agreement with Mississippi Power Company for additional lighting at 102 City Park Circle with a monthly increase of \$8.43, and authorize the Mayor to execute the same.

7. **2022-63** Approve the upgrade of certain Southern Pine Electric street lights within the city

limits to LED lights with a monthly increase in billing of \$312.70 and authorize the Mayor to execute in duplicate.

8. **2022-48** Approved an Agreement between the City of Hattiesburg and Hattiesburg Exchange Club/ Dixie Youth inc. to operate and promote Dixie Youth Baseball for Hattiesburg residents for the operating period of March 1, 2022 through August 31, 2022, and authorize the Mayor to execute and issue manual check for same.
9. **2022-68** Approve Agreement between the City of Hattiesburg and Hattiesburg Little League to operate and promote Little League Baseball for Hattiesburg residents; for the operating period of March 1, 2022 through August 31, 2022, and authorize the Mayor to execute and issue manual check for same.
10. **2022-77** Approve Agreement between the City of Hattiesburg and Noon Day Optimist to operate and promote Hattiesburg Dixie Boys Baseball for Hattiesburg area residents for the operating period of March 1, 2022 until September 30, 2022, and authorize the Mayor to execute in duplicate and issue manual check for same.
11. **2022-65** Approve a 3-year contract with Environmental Systems Research Institute, Inc. (ESRI) for ArcGIS software access, maintenance and user licenses for a total cost of \$115,500.00 and authorize the Mayor to execute in duplicate.
12. **2022-60** Authorize Mayor to execute Landlord Estoppel Certificate to Merchants Company, LLC, in connection with the lease transfer from The Merchants Company.
13. **2022-61** Declare and approve a sole source purchase for Watch Guard License and 1st Year Software Warranties for In Car 4RE Systems and body camera in the amount of \$50,140.00 as a sole source purchase per section 37-7-1 of the Mississippi Code of 1972 as amended; Watch Guard is a sole manufacturer and exclusive distributor of this system.
14. **2022-78** Request to enter closed session to determine the need for executive session regarding litigation related to the Mississippi State-Local Government Opioid Litigation at the conclusion of the meeting.
15. **2022-83** Adopt an Ordinance amending Ordinance No. 2845, adopted June 8, 2004, by establishing new ward boundary lines for the Council Election Districts for the City of Hattiesburg, Mississippi.
16. **2022-82** Acknowledge receipt of bids opened February 3, 2022 for the Elaine Circle Retaining Wall Repair Project and accept the bid from Walker Construction, LLC in the amount of \$148,120.00; and authorize the Mayor to execute contracts upon preparation.

ROUTINE AGENDA

1. **2022-47** Acknowledge receipt of the 2021 Hattiesburg Dixie Youth Baseball Expenditure Report.
2. **2022-50** Acknowledge receipt of the 2021 Hattiesburg Little League Expenditure Report.
3. **2022-70** Acknowledge receipt of FY 2021 Expenditure Report from the Noon Day Optimist Club for Dixie Boys Baseball Program.
4. **2022-58** Acknowledge receipt of the two quote docket.
5. **2022-72** Acknowledge publication of Notice of Public Hearing for the 2021 Consolidated Annual Performance and Evaluation Report (CAPER).
6. **2022-64** Acknowledge receipt of fully executed and recorded warranty deed for property identified as Forrest County Tax Parcel No. 2-029P-10-301.00 (PPIN 019193) acquired for the Hall Avenue East Overpass Project.
7. **2022-71** Acknowledge receipt of Drainage Easement from Cascades Homeowners Association, Inc. for all of Lot K of Cascades Subdivision, Phase I.
8. **2022-51** Acknowledge receipt of a donation from the Hattiesburg Moose Lodge #1804 of One (1) Anafi Thermal USA Drone to the Hattiesburg Police Department with a value of \$5000.00.
9. **2022-69** Approve specifications for the Bobby L. Chain Airport Hangar Door 6 Replacement project and authorize advertisement for bids.
10. **2022-59** Approve and authorize issuance of manual checks for CDBG Program Claims per attached Memorandum. {Entitlement CDBG}.
11. **2022-52** Approve the City's purchase of (2) two grave spaces, located in the Northwest quarter (NW 1/4), Lot 90, Section 38, at Highland Cemetery, Minute Book#2021, Page 270, in the amount of \$ 350.00 from Joyce Craft; and authorize manual check for the same.
12. **2022-53** Approve the sale of grave spaces, per attached Memo's, Receipts, and Deeds.
13. **2022-49** Approve claims docket for the period ending January 31, 2022.

In Memoriam:

- Mr. Eddie Stephen
- Mrs. Corene Washington
- Mr. Quentin Evans
- Mrs. Patricia Hughes
- Mr. James Eaton
- Mr. Bob Longstaff
- Mr. Larry Royals

Meeting Adjourn



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Ronda Cole, Clerk of Council
cc:
Date: Tuesday, February 8, 2022
Re: Approve the minutes for the January 18, 2022 meeting of the City Council.
File Number: 2022-73
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 February 8, 2022 City Council meeting for consideration.

Published Agenda



**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

Citizens' Forum

POLICY AGENDA

- 1. 2022-2** Approve the minutes for the December 31, 2021, January 3 & 4, 2022 meetings of the City Council.
- 2. 2022-9** Adopt an Ordinance for the petition filed by Reed Nelson, William Drinkwater, and Sheldon Alston (Representatives) to change the zoning classification for certain properties located on Chevy Chase Drive, S. 31st Avenue, S. 30th Avenue, and Lorraine Street as listed herein from Sec. 2.3 Mixed Use District MX-3 to Sec. 2.3 Mixed Use District MX-4; from Sec. 2.5 Residential Attached District RA-3 to Sec. 2.3 Mixed Use District MX-4; and from Sec. 2.5 Residential Attached District RA-3 to Sec. 2.3 Mixed Use District MX-3, Ward 4. The Planning Commission recommended to Approve on January 5, 2022.
- 3. 2022-23** Adopt a Resolution establishing a Uniform Guidance Policy for Administration of Funds Received from the U.S. Department of Treasury under the American Rescue Plan Act.
- 4. 2022-24** Adopt a Resolution designating a portion of the funds received from the U.S. Department of Treasury under the American Rescue Plan Act's State and Local Fiscal Recovery Funds as loss revenues under Treasury's standard allowance presumption; and authorizing the purchase of a fire truck and related equipment as the provision of government services by the city.
- 5. 2022-22** Approve Agreement with Butler Snow LLP to serve as Dissemination Agent for annual continuing disclosure requirements for the fiscal year 2021 per Securities and Exchange Commission(SEC) rules and authorize the Mayor to execute the same.
- 6. 2022-21** Approve Lease Agreement between the City of Hattiesburg and The United States of America (Corps of Engineers) for land located at Bobby L. Chain Municipal Airport and authorize the Mayor to execute the same.
- 7. 2022-8** Approve Modification #4 to the Development Infrastructure Grant agreement #388 with Mississippi Development Authority to extend the contract end date to May 31, 2022 and authorize the Mayor to execute in triplicate.
- 8. 2022-7** Approve proposal from Landarc Consulting Group, Inc. for architectural services related to the Midtown Green Park and authorize the Mayor to execute in duplicate.
- 9. 2022-12** Approve Lighting Agreement with Mississippi Power Company for additional lighting on Eagle Drive with a monthly increase of \$38.48 and authorize the Mayor to execute the same.
- 10. 2022-14** Ratify execution of Agreed Judgement by the Judge of the Special Court of Eminent Domain in the matter of Civil Action No. 21-592 and authorize the City Attorney to deposit \$18,000.00 into the registry of the court. Authorize payment of 2019, 2020, and 2021 taxes. Authorize issuance of manual checks for the same.
- 11. 2022-17** Acceptance of Redistricting Plan for the City of Hattiesburg.

ROUTINE AGENDA

- 1. 2022-11** Ratification of Release of Lien documents filed in relation to Code Enforcement clean-up assessments.

- 2. **2022-16** Acknowledge receipt of request filed by SDP MS Hattiesburg 1,LLC to appeal Board of Adjustment’s recommendation for the petition filed by Forrest Dungan, Engineer, Lynn Crosby Gammil, Owner, and SDP MS Hattiesburg 1,LLC, Applicant, to request a variance from Sec.5.4.36.4, "No part of the active use area of a drive through restaurant, including the drive through, menu, and window, may be located closer than three hundred (300) feet to a lot containing a legal, conforming residential use" and instead allow a distance of one hundred and twenty two point seven (122.7) feet for a Variance of one hundred seventy seven point three (177.3) feet for a proposed development on undeveloped lots in the 3100 block of Hardy St (Parcel No. 2-028N-07-095.00, 2-028N-07-094.00, 2- 028N-07-096.01; PPINs 26490, 26488, 44474, Ward 3); (Board of Adjustment recommended to DENY on January 5, 2022); Set a public hearing before City Council on February 22, 2022 at 4:00 p.m. and authorize publication of Public Notice setting an Appeal Public Hearing.
- 3. **2022-15** Acknowledge receipt of a grant award from the Mississippi State Department of Health FY2022 Violence Against Women Act (VAWA) S.T.O.P. Grant Program, in the amount of \$70,525.51, acceptance of which was authorized by Resolution # 2021-51, adopted on June 8, 2021.
- 4. **2022-18** Acknowledge receipt of comments and petitions received during the comment period for the City of Hattiesburg Redistricting.
- 5. **2022-3** Acknowledge receipt of Privilege Tax License Monthly Report Dec 2021.
- 6. **2022-20** Acknowledge receipt of the monthly budget report for the month ending December 31, 2021.
- 7. **2022-5** Acknowledge receipt of bids for demolition of 100 Plantation Place Drive, 122 Ellis Drive, and 124-B Plantation Place Drive on December 30th, 2021 and accept the bid from Barnett Concrete Work, LLC. as the contractor in the amount of \$28,500.
- 8. **2022-25** Acknowledge bids received on January 10, 2022 for one (1) or more Chassis Mounted 24 Yard Automated Side loading Refuse Collection Truck and accept the bid of Sansom Equipment Corporation in the amount of \$269,000.00.
- 9. **2022-4** Acknowledge Proof of Publications for Hub City Spokes for the month of December 2021.
- 10. **2022-13** Approve plans and specifications for the Highway 42 Overlay project and Authorize advertisement for bids.
- 11. **2022-6** Approve the sale of grave spaces per attached Memo's, Receipts, and Deeds.
- 12. **2022-19** Approve claims docket for the period ending January 14, 2022.

In Memoriam:

- Ms. Monique Franklin Robinson
- Ms. Gaqueta Rechell Alexander
- Ms. Kay Evelyn Nelson
- Mr. Bert Terrell Bell
- Mrs. Vermell Jackson
- Mr. Eddie Stepney
- Mr. J.D. McCullum
- Mr. Freddie Lee Cooper
- Mr. Johnny B. Watson
- Dr. Geroldean Dyse

Meeting Adjourn

Call to Order

BE IT REMEMBERED that the regular meeting of the Hattiesburg City Council was held at 4:00 p.m. Tuesday, January 18, 2022, in Council Chambers at City Hall; same being from a recessed meeting held on January 4, 2022.

Those present included Mayor Toby Barker (*out at 4:35 p.m.*) and members of the City Council Jeffrey George, Ward 1; Deborah Delgado, Ward 2; Carter Carroll, Ward 3; Dave Ware, Ward 4; and Nicholas Brown,

Ward 5. Others in attendance included Director of Administration/City Clerk, Kermas Eaton; City Attorney, Randy Pope (via teleconference); Clerk of Council, Ronda S. Cole; Deputy Clerk of Council, Lisa Luu; City staff members; media; and the public.

Council President Carroll Called the meeting to order.

Call to Prayer and Pledge of Allegiance

The prayer was given by Kermas Eaton.

The Pledge of Allegiance was led by Council President Carroll.

Presentation Agenda

The PRESENTATION AGENDA came before the Council.

There were no presentations at this time.

Citizens' Forum

Council Vice President George proceeded with the Citizens' Forum.

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

The following citizens addressed the Council:

- Roger McDowell

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

Council Vice President George closed the Citizen Forum.

Agenda Adjustments

Add Policy Items #12 and #13 at the request of the Administration as follows:

12. 2022-26 Approve contract with Atlas Right of Way Services for appraisal, acquisition and relocation services related to the Hall Avenue / Bay St. to West Pine Street Project and authorize the Mayor to execute in duplicate.

Attachments: City of Hattiesburg Hall Ave Contract - Atlas ROW

13. 2022-27 Approve contract with Collins and Null Appraisals, Inc. for appraisal, acquisition and relocation services related to the Hall Avenue West / Bay St. to West Pine St. Project and authorize the Mayor to execute in duplicate.

Attachments: City of Hattiesburg Hall Ave Contract – CANA

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

Add Policy Items #12 and #13 at the request of the Administration as follows:

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

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

Nays: 0

Council President Carroll stated that the Council office received the revised Community Coalition plan at 3:30 p.m.

A MOTION was made by Council Member Delgado and seconded by Council Member Brown to Add the submitted revised plan from the Community Coalition.

There being no discussion, the Motion failed, receiving the negative vote of the Council as follows:

Yeas: 2 - Delgado and Brown

Nays: 3 - George, Carroll and Ware

POLICY AGENDA

The POLICY AGENDA came before the Council.

1. **2022-2** Approve the minutes for the December 31, 2021, January 3 & 4, 2022 meetings of the City Council.

Attachments: 12-31-2021 SC, XS Mins
 1-3-2022 AR Mins.
 1-4-2022 Mins.

A MOTION was made by Council Vice President George and seconded by Council Member Delgado to Approve the minutes for the December 31, 2021, January 3 & 4, 2022 meetings of the City Council.

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

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

Nays: 0

2. **2022-9** Adopt an Ordinance for the petition filed by Reed Nelson, William Drinkwater, and Sheldon Alston (Representatives) to change the zoning classification for certain properties located on Chevy Chase Drive, S. 31st Avenue, S. 30th Avenue, and Lorraine Street as listed herein from Sec. 2.3 Mixed Use District MX-3 to Sec. 2.3 Mixed Use District MX-4; from Sec. 2.5 Residential Attached District RA-3 to Sec. 2.3 Mixed Use District MX-4; and from Sec. 2.5 Residential Attached District RA-3 to Sec. 2.3 Mixed Use District MX-3, Ward 3. The Planning Commission recommended to Approve on January 5, 2022.

Attachments: HPC Item B - Zoning
 Rezoning Application (11.19.2021) (04008139) Applicant sheets only
 Ordinance - Chevy Chase S.31st S.30th Lorraine - Jones rezone Midtown FBC
 MINUTES HPC January 2022

A MOTION was made by Council Vice President George and seconded by Council Member Brown to Adopt an Ordinance (#3307) for the petition filed by Reed Nelson, William Drinkwater, and Sheldon Alston (Representatives) to change the zoning classification for certain properties located on Chevy Chase Drive, S. 31st Avenue, S. 30th Avenue, and Lorraine Street as listed herein from Sec. 2.3 Mixed Use District MX-3 to Sec. 2.3 Mixed Use District MX-4; from Sec. 2.5 Residential Attached District RA-3 to Sec. 2.3 Mixed Use District MX-4; and from Sec. 2.5 Residential Attached District RA-3 to Sec. 2.3 Mixed Use District MX-3, Ward 3.

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

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

Nays: 0

3. **2022-23** Adopt a Resolution establishing a Uniform Guidance Policy for Administration of Funds Received from the U.S. Department of Treasury under the American Rescue Plan Act.

Attachments: Resolution ARPA Funds and Uniform Guidance for Hattiesburg
 10-04-Purchasing Manual
 Procurement Manual

A MOTION was made by Council Vice President George and seconded by Council Member Ware to Adopt a Resolution (#2022-2) establishing a Uniform Guidance Policy for Administration of Funds Received from the U.S. Department of Treasury under the American Rescue Plan Act.

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

4. **2022-24** Adopt a Resolution designating a portion of the funds received from the U.S. Department of Treasury under the American Rescue Plan Act's State and Local Fiscal Recovery Funds as loss revenues under Treasury's standard allowance presumption; and authorizing the purchase of a fire truck and related equipment as the provision of government services by the city.

Attachments: Resolution Designating Funds for Revenue Loss and Fire Truck
 Mississippi Fire Trucks Amendment 1
 Hattiesburg 110 Ascendant Contract 10222021
 SLFRF-Final-Rule-Overview

A MOTION was made by Council Vice President George and seconded by Council Member Ware to Adopt a Resolution (#2022-3) designating a portion of the funds received from the U.S. Department of Treasury under the American Rescue Plan Act's State and Local Fiscal Recovery Funds as loss revenues under Treasury's standard allowance presumption; and authorizing the purchase of a fire truck and related equipment as the provision of government services by the city.

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

5. **2022-22** Approve Agreement with Butler Snow LLP to serve as Dissemination Agent for annual continuing disclosure requirements for the fiscal year 2021 per Securities and Exchange Commission(SEC) rules and authorize the Mayor to execute the same.

Attachments: FY 2021 Continuing Disclosure Engagement Letter - City of Hattiesburg, MS

A MOTION was made by Council Vice President George and seconded by Council Member Ware to Approve Agreement with Butler Snow LLP to serve as Dissemination Agent for annual continuing disclosure requirements for the fiscal year 2021 per Securities and Exchange Commission(SEC) rules 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

6. **2022-21** Approve Lease Agreement between the City of Hattiesburg and The United States of America (Corps of Engineers) for land located at Bobby L. Chain Municipal Airport and authorize the Mayor to execute the same.

Attachments: Current Lease-USA Corp of Engineers

Previous Lease 1969

A MOTION was made by Council Member Brown and seconded by Council Vice President George to Approve Lease Agreement between the City of Hattiesburg and The United States of America (Corps of Engineers) for land located at Bobby L. Chain Municipal Airport 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

7. **2022-8** Approve Modification #4 to the Development Infrastructure Grant agreement #388 with Mississippi Development Authority to extend the contract end date to May 31, 2022 and authorize the Mayor to execute in triplicate.

Attachments: Lamar Blvd Dip #388 Modification #4

A MOTION was made by Council Vice President George and seconded by Council Member Brown to Approve Modification #4 to the Development Infrastructure Grant agreement #388 with Mississippi Development Authority to extend the contract end date to May 31, 2022 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

8. **2022-7** Approve proposal from Landarc Consulting Group, Inc. for architectural services related to the Midtown Green Park and authorize the Mayor to execute in duplicate.

Attachments: Landarc Proposal

A MOTION was made by Council Vice President George and seconded by Council Member Brown to Approve proposal from Landarc Consulting Group, Inc. for architectural services related to the Midtown Green Park 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

9. **2022-12** Approve Lighting Agreement with Mississippi Power Company for additional lighting on Eagle Drive with a monthly increase of \$38.48 and authorize the Mayor to execute the same.

Attachments: MS Power-Eagle Drive Street Light Authorization

A MOTION was made by Council Vice President George and seconded by Council Member Brown to Approve Lighting Agreement with Mississippi Power Company for additional lighting on Eagle Drive with a monthly increase of \$38.48 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

10. **2022-14** Ratify execution of Agreed Judgement by the Judge of the Special Court of Eminent Domain in the matter of Civil Action No. 21-592 and authorize the City Attorney to deposit \$18,000.00 into the registry of the court. Authorize payment of 2019, 2020, and 2021 taxes. Authorize issuance of manual checks for the same.

Attachments: AgreedJudgment signed by Judge Russell & filed W/ ClerkCivil Action N.21-592

A MOTION was made by Council Vice President George and seconded by Council Member Ware to Ratify execution of Agreed Judgement by the Judge of the Special Court of Eminent Domain in the matter of Civil Action No. 21-592 and authorize the City Attorney to deposit \$18,000.00 into the registry of the court. Authorize payment of 2019, 2020, and 2021 taxes. Authorize issuance of manual checks for the same.

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

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

Nays: 0

11. 2022-17 Acceptance of Redistricting Plan for the City of Hattiesburg.

Attachments: COH Proposed Alternate 1 Redistricting Plan & Data Sheet
COH Proposed Alternate 2 Redistricting Plan & Data Sheet
Matt Lawrence Plan 1 and data
Matt Lawrence Plan 2 and data
Matt Lawrence Plan 3 and data
Roger McDowell map and data
Community Coalition Group Plan, map & table
Proposed Redistricting Plan - Alternate 3 and data
Proposed Redistricting Plan - Alternate 4 and data

The Council President went through each submitted proposed Redistricting Plan. After review and consensus, the City Council accepted Alternate 3 as the Redistricting Plan for the City of Hattiesburg as follows:

Yeas: 4 - George, Carroll, Ware and Brown

Nays: 0

**Note: Councilmember Delgado did not vote on this item.*

12. 2022-26 Approve contract with Atlas Right of Way Services for appraisal, acquisition and relocation services related to the Hall Avenue / Bay St. to West Pine Street Project and authorize the Mayor to execute in duplicate.

Attachments: City of Hattiesburg Hall Ave Contract - Atlas ROW

A MOTION was made by Council Vice President George and seconded by Council Member Ware to Approve contract with Atlas Right of Way Services for appraisal, acquisition and relocation services related to the Hall Avenue / Bay St. to West Pine Street 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: 4 - George, Carroll, Ware and Brown

Nays: 0

Abstain:1 - Delgado

13. 2022-27 Approve contract with Collins and Null Appraisals, Inc. for appraisal, acquisition and relocation services related to the Hall Avenue West / Bay St. to West Pine St. Project and authorize the Mayor to execute in duplicate.

Attachments: City of Hattiesburg Hall Ave Contract – CANA

A MOTION was made by Council Vice President George and seconded by Council Member Ware to Approve contract with Collins and Null Appraisals, Inc. for appraisal, acquisition and relocation services related to the Hall Avenue West / Bay St. to West Pine St. 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: 4 - George, Carroll, Ware and Brown

Nays: 0

Abstain:1 - Delgado

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

- 1.2022-11
- Ratification of Release of Lien documents filed in relation to Code Enforcement clean-up assessments.

- Attachments:
- Release of Lien Memo 01182022

1. 607 Graymont Resolution 2020-82

2. 607 Graymont Resolution 2019-117

3. 1708 Louise St 2020-37

4. 1708 Louise St Resolution 2020-162

5. 351 Emerson Dr

6. 201 S 23rd

7. 101 Montague

8. 543 W 4th St

9. 535 W 4th St Resolution 2020-247

10. 535 W 4th St Resolution 2020-17

11. 535 W 4th St Resolution 2019-50

12. 433 W 4th St

13. 409 W 4th St

14. 700 E 2nd St

15. 528 W 4th St Resolution 2019-52

16. 528 W 4th St Resolution 2020-248

17. 528 W 4th St Resolution 2019-194

18. 528 W 4th St Resolution 2020-13

19. 403 Miller St

20. 507 Louise St

21. 250 Dauphine St

22. 706 Duane St

23. 426 S 12th Ave

24. 1402 Hardy St

25. 608 Mamie St

26. E Hardy St

27. 712 Lincoln St

28. 710 Lincoln St

29. 1214 Alcorn Ave

30. 1210 Alcorn Ave

31. 716 Greely St

32. 1615 James St

33. 613 Hall Ave

34. 817 Arledge St Resolution 2019-192

35. 817 Arledge St Resolution 2020-85

36. 612 Katie Ave Resolution 2019-55

37. 612 Katie Ave Resolution 2020-123

38. W Pine St

39. 704 Ellis Ave

40. 1101 Cherry St

41. 1313 Vernon St

- [42. 717 Claiborne Ave](#)
- [43. 201 Chestnut Ave](#)
- [44. 1705 1st Terrace Resolution 2020-149](#)
- [45. 1705 1st Terrace Resolution 2019-328](#)
- [46. 1705 1st Terrace Resolution 2019-142](#)
- [47. 2700 McInnis Loop](#)
- [48. 316 S 17th Ave](#)

2.

2022-16

Acknowledge receipt of request filed by SDP MS Hattiesburg 1, LLC to appeal Board of Adjustment’s recommendation for the petition filed by Forrest Dungan, Engineer, Lynn Crosby Gammil, Owner, and SDP MS Hattiesburg 1,LLC, Applicant, to request a variance from Sec.5.4.36.4, "No part of the active use area of a drive through restaurant, including the drive through, menu, and window, may be located closer than three hundred (300) feet to a lot containing a legal, conforming residential use" and instead allow a distance of one hundred and twenty-two point seven (122.7) feet for a Variance of one hundred seventy-seven point three (177.3) feet for a proposed development on undeveloped lots in the 3100 block of Hardy St (Parcel No. 2-028N-07-095.00, 2-028N-07-094.00, 2- 028N-07-096.01; PPINs 26490, 26488, 44474, Ward 3); (Board of Adjustment recommended to DENY on January 5, 2022); Set a public hearing before City Council on February 22, 2022 at 4:00 p.m. and authorize publication of Public Notice setting an Appeal Public Hearing

Attachments: [Appeal form 2022](#)
3.

2022-15

Acknowledge receipt of a grant award from the Mississippi State Department of Health FY2022 Violence Against Women Act (VAWA) S.T.O.P. Grant Program, in the amount of \$70,525.51, acceptance of which was authorized by Resolution # 2021-51, adopted on June 8, 2021.

Attachments: [607 C Subgrant Agreement COH MC STOP](#)
[A- SCOPE OF WORK- HBURG MUNICIPAL COURT](#)
[B1- BUDGET SUMMARY COH MC](#)
[B2- BUDGET JUSTIFICATION COH MC](#)
[C1- SFY 2021 VOCA Special Conditions](#)
[C2- Certifications and Assurances Hattiesburg MC](#)
[D- INFO FOR FEDERAL FUNDED SUBGRANTS-HBURG MC](#)
[E1- MATCH WAIVER LETTER HBURG MC](#)
[E2- MATCH WAIVER DETERMINATION FORM](#)
[Summary](#)
4.

2022-18

Acknowledge receipt of comments and petitions received during the comment period for the City of Hattiesburg Redistricting.

Attachments: [Citizen petition presented - Richburg Road 12-10-21](#)
[Roger McDowell](#)
[Dee Tatum](#)
[Michael Foley](#)
5.

2022-3

Acknowledge receipt of Privilege Tax License Monthly Report Dec 2021.

Attachments: [Privilege Tax License Mthly Report Dec 2021](#)
6.

2022-20

Acknowledge receipt of the monthly budget report for the month ending December 31, 2021.

Attachments: [EXP21.1221](#)
[REV21.1221](#)
7.

2022-5

Acknowledge receipt of bids for demolition of 100 Plantation Place Drive, 122 Ellis Drive, and 124-B Plantation Place Drive on December 30th, 2021 and accept the bid from Barnett Concrete Work, LLC. as the contractor in the amount of \$28,500.

Attachments: [Barnett Concrete Work LLC Bid Form - Demolition 122021](#)
[Barnett Concrete Work LLC Bid Letter - Demolition 122021](#)
[Barnett Concrete Work LLC Bid - MS State Board of Contractors Certificate](#)
[Barnett Concrete Work LLC Bid - Certificate of Liability Insurance](#)
[MSP Enterprises Bid Form - Does Not Include Slab or Footers](#)
[MSP Enterprises Bid Form - Include Slab and Footers](#)

8.

2022-25

Acknowledge bids received on January 10, 2022 for one (1) or more Chassis Mounted 24 Yard Automated Side loading Refuse Collection Truck and accept the bid of Sansom Equipment Corporation in the amount of \$269,000.00.
- Attachments:

Garbage Truck Reverse Auction Results
9.

2022-4

Acknowledge Proof of Publications for Hub City Spokes for the month of December 2021.
- Attachments:

Proof of Publications Hub City Spokes Inv99114
10.

2022-13

Approve plans and specifications for the Highway 42 Overlay project and Authorize advertisement for bids.
- Attachments:

Advertisement for Bids
12226_Plans_Street Ready Set_2022-01-10
12226_Specs_Street Ready Set_2022-01-10
11.

2022-6

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

Memo's (01-18-2022)
Receipts (01-18-2022)
Deeds (01-18-2022)
12.

2022-19

Approve claims docket for the period ending January 14, 2022.
- Attachments:

DOCKET 22.01.14
20220113124834

In Memoriam:

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

- Ms. Monique Franklin Robinson
- Ms. Gaqueta Rechell Alexander
- Ms. Kay Evelyn Nelson
- Mr. Bert Terrell Bell
- Mrs. Vermell Jackson
- Mr. Eddie Stepney
- Mr. J.D. McCullum
- Mr. Freddie Lee Cooper
- Mr. Johnny B. Watson
- Dr. Geroldean Dyse

Meeting Adjourn

Council President Carroll declared the **meeting adjourned at 4:41 p.m., this 18th day of January, 2022,**
by unanimous consent, until the 7th day of February, 2022.

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: Ann Jones, Chief Administrative Officer

cc: Wiley Quinn, Code Enforcement Division Manager

Date: Tuesday, February 8, 2022

Re: Adopt a Resolution setting Public Hearing on Monday, March 7th, 2022 at 4:00 p.m. in the City Council Chambers located at City Hall to determine if certain properties are in such a state of uncleanness so as to be a menace to the health and safety of the community, according to the provision of MS Code 1972, Section 21-19-11.
File Number: 2022-56
Minute Book #

Summary

Set Public Hearing 03 07 2022, Unsafe Properties

Recommendation Statement

I recommend the setting of a Public Hearing to consider the state of the listed attached properties to determine if these properties are in such a state of uncleanness so as to be a menace to the health and safety of the community, according to the provision of MS Code 1972, Section 21-19-11.

Please place this on the February 8, 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

MEMORANDUM

TO: Mayor and City Council

FROM: Wiley Quinn, Code Enforcement Manager

DATE: February 8th, 2022

RE: Set Public Hearing

The Code Enforcement Division requests that the City Council hold a Public Hearing on Monday, March 7, 2022 to determine if the following properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community, according to the provisions of MS Code 1972, Section 21-19-11.

	Address	PPIN	Ward	Violations	Proposed Actions	Estimated Cost	Estimated Penalty
1	504 Ruby Ave	12968	2	OGL, VS, ES	Cut/Clean, Demo	\$2,000	\$1,500
2	910 Tipton St	22107	2	DB, VS, OGL, ES	Cut/Clean, Demo	\$2,500	\$2,250
3	1209 Vernon St	13546	5	OGL, AS, DB	Cut/Clean, Demo	\$3,000	\$1,500
4	105 Columbia St	22905	2	HT	Removal	\$2,500	\$1,500
5	PPIN 25851	25851	2	OGL, AG&R	Cut/Clean	\$2,500	\$1,500

6	703 Lincoln St.	22073	2	OGL, AG&R	Cut/Clean	\$1,000	\$1,500
7	706 Lincoln St.	22054	2	OGL, AG&R	Cut/Clean	\$1,000	\$1,500
8	719 Lincoln St.	22065	2	OGL, AG&R	Cut/Clean	\$1,000	\$1,500
9	706 Greely St.	22078	2	OGL	Cut/Clean	\$1,000	\$1,500
10	708 Greely St.	22079	2	OGL	Cut/Clean	\$1,000	\$1,500

Garbage & Rubbish=GAR/RUB

Accumulation of Garbage and Rubbish = AG&R

Dilapidated Building=DB

Dangerous Structure=DS

Imminent Danger=ID

Overgrown Lot=OGL

Open Storage=OS

Unsafe Structure=US

Abandoned Vehicle=AV

Abandoned Structure=AS

Vacant Structure=VS

Owner Responsibility=OR

Hazardous Tree = HT

Exterior Structure = ES

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

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

RESOLUTION

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

	Address	PPIN	Ward	Violations
1.	504 Ruby Ave.	12968	2	OGL, VS, ES
2.	910 Tipton St.	22107	2	DB, VS, OGL, ES
3.	1209 Vernon St.	13546	5	OGL, AS, DB
4.	105 Columbia St.	22905	2	HT
5.	PPIN 25851	25851	2	OGL, AG&R
6.	703 Lincoln St.	22073	2	OGL, AG&R
7.	706 Lincoln St.	22054	2	OGL, AG&R
8.	719 Lincoln St.	22065	2	OGL, AG&R
9.	706 Greely St.	22078	2	OGL
10.	708 Greely St.	22079	2	OGL

are in such a state of uncleanness so as to be a menace to the health and safety of the community;
and

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

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, that the owners of the above-described properties be notified, as provided by law, of a hearing to be held by the City Council in the City Council Chambers located at City Hall in Hattiesburg, Mississippi, at 4:00 p.m. on Monday, March 7, 2022, to determine whether or not the above-

described properties are in such a state of uncleanness so as to be a menace to the health and safety of the community.

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

YEAS:

NAYS:

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 8th day of February, 2022.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 8th day of February, 2022.

ATTEST:

APPROVED:

CITY CLERK

MAYOR



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Ann Jones, Chief Administrative Officer

cc:

Date: Tuesday, February 8, 2022

Re: Approve Resolution authorizing the purchase of five (5) garbage trucks utilizing funds received from the U.S. Department of Treasury under the American Rescue Plan Act's State and Local Fiscal Recovery fund, as the provision of government services by the City of Hattiesburg
File Number: 2022-79
Minute Book #

Summary

Approve Resolution authorizing the purchase of five (5) garbage trucks utilizing funds received from the U.S. Department of Treasury under the American Rescue Plan Act's State and Local Fiscal Recovery fund, as the provision of government services by the City of Hattiesburg

Recommendation Statement

I recommend this item be added to the Council Agenda for February 8, 2022.

Please place this on the February 8, 2022 City Council meeting for consideration.

**RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF
HATTIESBURG, MISSISSIPPI (“CITY”) AUTHORIZING THE PURCHASE OF
GARBAGE TRUCKS UTILIZING FUNDS RECEIVED FROM THE U.S.
DEPARTMENT OF TREASURY (“TREASURY”) UNDER THE AMERICAN RESCUE
PLAN ACT’S STATE AND LOCAL FISCAL RECOVERY FUND, AS THE PROVISION
OF GOVERNMENT SERVICES BY THE CITY**

WHEREAS, on March 11, 2021, the President of the United States signed into law the American Rescue Plan Act (“ARPA”), which created the State and Local Fiscal Recovery Fund (“SLFRF” together with ARPA, the “Funds”) to provide continued relief from the impact of the COVID-19 pandemic (“COVID-19”); and

WHEREAS, Sections 602(c)(1)(C) and 603(c)(1)(C) of the Social Security Act, as amended by Section 9901 of ARPA, Pub. L. No. 117-2 (March 11, 2021), provide that the Funds may be used for the provision of government services to the extent of the reduction in revenue experienced due to the COVID-19 public health emergency; and

WHEREAS, Treasury has established FAQ’s and related guidance, as amended from time to time (“Guidance”) for its interim final rule, setting forth specific requirements for utilizing the Funds, including the eligible uses thereof, received under ARPA; and

WHEREAS, on January 6, 2022, Treasury issued the Coronavirus State and Local Fiscal Recovery Funds, Final Rule (revising 31 CFR Part 35) (the “Final Rule”), which provides recipients with additional flexibility for their use of Funds received under ARPA; and

WHEREAS, Treasury has also prepared the Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule (January 2022) (the “Overview”), to summarize the Final Rule provisions and provide a non-exhaustive list of government services projects that recipients can undertake with the Funds under the loss revenue category; and

WHEREAS, in accordance with the Final Rule and the Overview, the City resolved on January 18, 2022 by Resolution # [REDACTED] to declare the standard allowance presumption of ten million dollars (\$10,000,000.00) as the amount of the reduction in its general revenue due to the COVID-19 public health emergency and utilize such Funds for the provision of government services; and

WHEREAS, the City recognizes that its government services include the use of garbage trucks for sanitation and public health purposes and that the purchase of a five (5) garbage trucks utilizing the Funds under the \$10,000,000 standard allowance loss revenue presumption, will improve the City’s sanitation capabilities and is in the best interest of the City’s residents; and

WHEREAS, the City authorized on its minutes of December 21, 2021, the specifications for one (1) or more chassis mounted 24-yard automated side loading refuse collection garbage truck(s) (“garbage trucks”), and approved publication of a Request for Proposals (“RFP”) to receive sealed bids for garbage trucks (attached hereto as **Exhibit A**); and

WHEREAS, the RFP was published two times on December 23, 2021 and December 30, 2021, and on January 3, 2022, the City received two (2) sealed bids in response to the RFP from Empire Truck Sales, LLC and Sansom Equipment Company (together, **Exhibit B**); and

WEREAS, in accordance with Mississippi law and the RFP, the City conducted a reverse auction with the two bidders on January 10, 2022, the results of which are attached in **Exhibit C**; and

WHEREAS, on January 18, 2022, the City acknowledged the receipt of the reverse auction results on January 10, 2022 for the garbage trucks and accepted the bid from Sansom Equipment Company in the amount of \$269,000.00 per garbage truck as the lowest and best bid (attached hereto in **Exhibit D**)

WHEREAS, the City's purchase of the garbage trucks from Sansom Equipment Company substantially complies with its procurement manuals and its Uniform Guidance Policy for American Rescue Plan Fiscal Recovery Funds for the City of Hattiesburg, Mississippi adopted on January 18, 2022, and

WHEREAS, the purchase of the garbage truck from Sansom Equipment Company complies with ARPA, the Final Rule, the Guidance, and the Overview.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the City as follows:

1. That improving the City's sanitation response capability for the benefit of the public with the purchase of garbage trucks from Sansom Equipment Company utilizing the Funds is consistent with the government services traditionally provided by the City and, therefore, such a purchase is in compliance with ARPA, the Final Rule, the Guidance, and the Overview.
2. That the City hereby authorizes the purchase of (5) five garbage trucks from Sansom Equipment Company utilizing the City's Funds in the amount of \$269,000.00 per garbage truck for a total purchase price of \$1,345,000 as the provision of government services under the loss revenue standard allowance presumption under the Final Rule and the Overview.
3. To date, and including the purchase authorized by this resolution, the City has obligated \$2,642,567.47 of its Funds for government services under the loss revenue standard allowance category under ARPA.
4. That the Mayor and/or City Clerk is hereby authorized to execute any documentation necessary effectuate the purchase of the same.

Following the reading of the foregoing Resolution, Councilperson _____ made the motion and Councilperson _____ seconded the motion, and the question being put to a roll call vote, the result was taken as follows:

Councilperson Jeffrey George	voted: ____
Councilperson Deborah Delgado	voted: ____
Councilperson Carter Carroll	voted: ____
Councilperson Dave Ware	voted: ____
Councilperson Nicholas Brown	voted: ____

The motion having received the affirmative vote of a majority of the members present, the President of the Governing Body, acting for and on behalf of the City, declared the motion carried and the resolution adopted, on this the ____ day of _____ 2022.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the __ day of _____, 2022.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

EXHIBIT A

**MEMO RE: APPROVE SPECIFICATIONS AND AUTHORIZE PUBLICATION OF
ADVERTISEMENT FOR ONE (1) OR MORE CHASSIS MOUNTED 24 YARD
AUTOMATED SIDE LOADING COLLECTION GARBAGE TRUCK(S)**

EXHIBIT B

**BID RECEIVED FROM EMPIRE TRUCK SALES, LLC AND SANSOM EQUIPMENT
COMPANY**

EXHIBIT C

GARBAGE TRUCK REVERSE AUCTION RESULTS

EXHIBIT D

**MEMO RE: ACKNOWLEDGE BID RECEIVED ON JANUARY 10, 2022 FOR ONE (1)
OR MORE CHASSIS MOUNTED 24 YARD AUTOMATED SIDE LOADING REFUSE
COLLECTION TRUCK AND ACCEPT THE BID OF SANSOM EQUIPMENT
COMPANY IN THE AMOUNT OF \$269,000.00 PER TRUCK**



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, December 21, 2021

Re: Approve Specifications and Authorize publication of Advertisement for one (1) or more Chasis Mounted 24 Yard Automated Side Loading Refuse Collection Garbage Truck(s).
File Number: 2021-1435
Minute Book #

Summary

Recommendation Statement

Please place this on the December 21, 2021 City Council meeting for consideration.

NOTICE TO BIDDERS

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi will receive bids in the following manner:

Proposals will be accepted until 10:00a.m. On Thursday, January 3, 2022, by electronic bid submission or in sealed envelopes at the Office of the City Clerk, 200 Forrest Street, Hattiesburg, MS 39401. Vendors must supply prices with their proposal. The bid form should be filled out and uploaded by the date and time stated above.

Specifications and procedures can be downloaded from Central Bidding at www.centralbidding.com All bids must comply with the specifications provided. The City of Hattiesburg reserves the right to amend the specifications, as necessary.

Submissions will be evaluated and vendors submitting acceptable offers will be invited to submit priced bids via reverse auction. Electronic bids and/or reverse auction bids can be submitted at www.centralbidding.com. For any questions relating to the electronic process, please call Central Bidding at (225)810-4814.

Qualified bidders will be invited to participate in a reverse auction, which will take place on January 10, 2022, at 10:30a.m.

ONE OR MORE CHASSIS MOUNTED 24 YD AUTOMATED SIDE LOADING REFUSE COLLECTION TRUCK.

The above shall bid upon and delivered as per detailed specifications on file in the Office of the City Clerk, P. O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, which may be obtained upon request.

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any or all bids received and to waive informalities.

PUBLISHED by Order of the Council on this, the 21st day of December 2021.

CITY OF HATTIESBURG, MISSISSIPPI

BY: Kermas Eaton/s/
CITY CLERK

Publish 12-23-20 & 12-30-21



CITY OF HATTIESBURG BID SHEET

(PLACE THIS SHEET IN FRONT OF SPECIFICATIONS)

24 CUBIC YARD AUTOMATED SIDE LOADING CHASSIS MOUNTED GARBAGE TRUCK

COMPANY SUBMITTING BID _____

BODY MANUFACTURER _____

BODY TO BE MADE IN MISSISSIPPI- CIRCLE ONE: YES/NO

CHASSIS MANUFACTURER _____

DELIVERY _____ (DAYS - from receipt of PO)

BID HONORED FOR _____ (DAYS)

LOCATION OF WARRANTY WORK THAT IS PERFORMED BY DEALERSHIP

BODY: _____

CHASSIS: _____

STATE THE DISTANCE (IN MILES) OF THE CHASSIS DEALERSHIP FROM THE CITY OF HATTIESBURG, MS: _____

STATE YOUR GUARANTEED BUYBACK PRICE FOR (3) YEARS: _____

BID PRICE SHALL INCLUDE (3) ANNUAL BODY PM SERVICES ON THE HYDRAULICS, OIL AND FILTER CHANGES, GREASING AND TIGHTENING OF CHAIN OR ADJUSTMENTS.

YES _____ NO _____

BID PRICE SHALL ALSO INCLUDE QUARTERLY PM INSPECTIONS ON THE BODY FOR 3 YEARS (12 TOTAL)

YES _____ NO _____

NAME: _____

Print or Type

ADDRESS: _____

SIGNATURE: _____

TITLE: _____

PHONE: _____

DATE: _____

EMAIL: _____



Bid for (1) One or More
Chassis Mounted 24 Yard Automated Side Loading Refuse Collection Garbage Truck

BID SPECIFICATIONS

Bidder Shall Complete the Following
If No, State Specifically the Item being Offered

Specifications:	Meets	
	YES	NO
Section 1 APPLICATION		
1.1 It is the intent of these specifications to describe the minimum requirements for an automated Side Loading refuse compactor body.	_____	_____
1.2 The capacity shall be 24 cubic yards, exclusive of the hopper.	_____	_____
1.3 Features standard to this unit will be furnished by the successful bidder. Body shall conform in strength, quality of material, and workmanship to that provided by the best engineering and manufacturing practices of the industry.	_____	_____
1.4 All equipment shall be new model design, assembled and ready for operation at the time of delivery.	_____	_____
1.5 Bidders shall attach a statement that the unit meets or exceeds these specifications and/or list any exceptions fully and accurately.	_____	_____
Section 2 GENERAL		
2.1 Refuse body will have a capacity of 24 cubic yards, exclusive of the hopper.	_____	_____

2.2 Packer body capable of packing 900 pounds per cubic yard of dry household trash.

2.3 Hopper shall have a minimum capacity of 6 cubic yards.

State the size of the hopper: _____

2.4 Packer must meet all applicable standards.

Section 3 BODY CONSTRUCTION (The following specifications are minimums.)

3.1 The body shall be all welded construction.

3.2 Body wall thickness is 10 gauge Hardox 450, 174,000 psi strength.

3.3 Body roof thickness is 10 gauge, 80,000 psi.

3.4 Body floor is AR 450 steel, 150,000 psi.

3.5 Sides, front and rear to be reinforced for strength requirements.

3.6 Reinforcement design and characteristics dependent upon construction methods used, but they must be certified to meet the specified compacting requirements without body distortion.

3.7 Unit shall have a shovel holder.

3.8 Unit shall have a clean out tool. Unit shall have dual cleanout doors with a dimension of 12" x 16" each.

3.9 Shall have a Chromium Overlay/Super Track in the body

Section 4 BODY DIMENSIONS

4.1 Body height above truck frame is not to exceed 108".

4.2 Outside width of the body is not to exceed 96".

Section 5 HOPPER

5.1 The hopper shall have a minimum capacity of 6 cubic yards.

5.2 The hopper floor shall be a minimum of 1/4" AR 450 abrasion resistant steel.

5.3 The hopper sides are to be a minimum of 1/4" AR 450 abrasion resistant steel.

5.4 A hydraulic crusher panel will be furnished to prevent refuse loss during transport.

5.5 A ladder or foot supports with grab handles shall be designed to meet OSHA standards and provide easy access to the hopper area.

5.6 The hopper shall have a minimum displacement rate of 5.4 cubic yards per minute.

Section 6 PACKING MECHANISM

6.1 The packing panel is to be 3/8" 80,000 psi steel.

6.2 The packing mechanism is to retain compacted material in the body.

6.3 Length of the packing cycle is to be determined by proximity switches. When the Auto Pack feature sees maximum pressure 3 consecutive times it shuts off indicating that the packer is full.

6.4 Packing features are dependent upon each manufactures design, but must be capable of accomplishing the requirements set forth in these specifications. It must also fulfill the operational claims made by the manufacturer.

6.5 Packing shall complete a pack cycle in a maximum of 20 seconds at idle speed.

6.6 Packing cylinder sleeves are chrome plated single stage cylinders. Cylinder dimensions are cylinder bore diameter is 4 1/2", cylinder rod diameter is 3", and stroke length is 43".

Section 7 LIFTING AND GRIPPING MECHANISM

7.1 The lifting mechanism shall be capable of gripping, lifting, raising, and dumping containers from 36 to 110 gallons with the use of a joy stick. The joy stick shall be conveniently located to the left of the operator. An ergonomically designed padded armrest shall be provided to support the operator's arm during operation. The unit shall have "Dual" Joysticks.

7.2 The arm will consist of three main horizontal mast sections, one vertical lift section with 2 arms. (No Exceptions)

7.3 The inner mast section will be constructed of 2 C channels with a web thickness of .5512", height of 6.189" and a leg width of 2.409". Both channels shall be 78.25" long.

7.4 The middle C channels shall be of the same material only 84" long.

- 7.5 The main outer mast assembly shall be constructed of 2 C shaped channels with a web thickness of .6378", height of 6.890" and a leg width of 2.5937" These channels shall be 83.75" long in length. _____
- 7.6 There will be 6 combination bearings that the mast assembly rides on. The bearing surfaces must be of a 62 Rockwell hardness on the C scale. _____
- 7.7 The main vertical mast shall be made from 6" x 8" 3/16 thick tube. _____
- 7.8 There will be 2 lift arms 1" thick, 3.475" wide, and approximately 26" long made from T-1 steel. _____
- 7.9 The lifting mechanism must be mounted to the chassis. Lifting mechanism's mounted to the body will not be acceptable. _____
- 7.10 The mechanism shall be spring steel and have the capability of gripping containers within the range previously mentioned without having to change grip arm configurations. _____
- 7.11 Gripping force is to be adjustable to provide container retention and also for limiting the radial force applied to prevent container damage. _____
- 7.12 Lifting mechanism shall be capable of a complete cycle, which includes grip, lift, dump, undump, lower, and ungrip in a maximum of 8 seconds. _____
- 7.13 The mechanism shall be capable of lifting, raising, dumping, and returning containers from any position within its reach. _____
- 7.14 The mechanism shall incorporate serviceable bearings at the grip, pivot, and extension-retraction points to ensure smooth operation and long service life. _____
- 7.15 The "reach" of the mechanism shall extend a minimum of 144" from its fully retracted to pivot, and extension-retraction points to ensure smooth operation and long service life. _____
- 7.16 The mechanism will be capable of lifting 1,000 lbs. at 12 feet to which the arm is extended. **"Note" The "Bidder" shall provide "Certification" of this capability with their bid.**
State the reach of the arm: _____
- 7.17 The container shall be tilted a minimum of 45 degrees past horizontal to provide for full dumping. _____
- 7.18 Arm shall use chains to lift container. _____
- 7.19 Arm shall also have rocker switches mounted under the RH seat to operate arm from standing outside of chassis. _____
- 7.20 Arm cycle counter to be included _____

7.21 Arm shall have an Auto Lube system for greasing the arm.

Section 8 TAILGATE

8.1 The tailgate is to be hinged at or above the roofline using high strength steel hinges it is to be raised for load dumping by 2 double acting cylinders mounted on the outside of the tailgate. These cylinders shall be of a design that will prevent rapid lowering of the tailgate in case of a hydraulic component failure.

8.2 The tailgate cylinders shall have chrome plated rams. Cylinder dimensions will be 3" bore diameter, 2" ram, and a 30" stroke.

8.3 The tailgate is to be released and locked with no moving parts other than the two (2) primary lift cylinders and associated locking mechanisms.

8.4 A gasket is to be affixed to the tailgate to provide a watertight seal between the body and tailgate.

8.5 The tailgate must be equipped with a tailgate ajar switch with audible and visible warning devices fixed in the cab which comply with ANSI standards and warns when the tailgate is partially to completely open.

8.6 Body hinge structures must be of proper design, materials, and construction to support the tailgate.

8.7 Tailgate maintenance safety props shall be provided.

8.8 Tailgate bubble is Hardox 450, 174,000 psi, tailgate sides are 10 gauge 80,000 psi.

Section 9 EJECTION-DUMPING SYSTEM:

9.1 Dumping is to be accomplished by raising the body.

Does your body raised to be dumped? YES OR NO _____

9.2 Dumping shall be done by means of a single telescoping, center mounted, hydraulic cylinder capable of lifting the box when compacted to maximum capacity. Hoist cylinder is a Nitrate treated, 4 stage cylinder, with a 180" stroke. Bore diameter of the cylinder from largest to smallest is 6 1/2", 5 1/2", 4 1/2", 3 1/2".

9.3 The body dump angle shall be such that all refuse in the box will be removed without sticking or bridging. Body dump angle is 45 degrees.

9.4 All dumping controls will be a basic control panel system that is cab mounted. Control panel must be interlocked with a manual override to prevent accidental refuse discharge.

9.5 All ejection/dumping controls shall be operated from inside the cab.

Section 10 HYDRAULIC SYSTEM:

10.1 The hydraulic system is composed of 2 vane pumps, one for body functions, and one for arm functions. Pumps have a common suction. Hydraulic pump model is Denison T6DC. D cartridge is for body function, C cartridge is for arm function. The hydraulic pressure body line shall be made up of a Denison Eco System with a 12 volt DC in line mounted solenoid which diverts the flow back to the Inlet when the pump is not engaged and a flow control block which diverts excess flow back to the Inlet. Body functions pump maximum flow is 30 gpm @ 700 rpm. Arm functions pump maximum flow is 22 gpm @ 700 rpm. Hydraulic system pressure relief for the body is 2500 psi and for the arm it is 2000 psi.

10.2 Pump capacity shall not be less than 52 gpm @700 rpm.

10.3 Factory installed relief valves shall be incorporated into the system and set at 2500 psi for body functions and 2000 psi for Arm functions.

10.4 A 10 micron absolute filter is installed in the return line.

10.5 Hydraulic tank is to be frame mounted and equipped with a 10 micron breather element and eye level sight gauge. Tank location will be determined by body configuration.

10.6 Hydraulic reservoir tank capacity must be at least 78 gallons.

10.7 Hydraulic system must contain cylinders capable of performing the Operational requirements set forth in these specifications.

10.8 Hydraulic hoses are to be SAE approved construction with hose burst pressure 4 times working pressure and have protective coverings.

10.9 Hydraulic control assemblies must be located so that at no time or load Condition it becomes necessary to remove the load to service these components.

10.10 All cylinders must have the latest design sealing materials.

10.11 Unit must have protective cover on pack manifold.

Section 11 CONTROLS:

11.1 All compactor operating controls are to be located in the truck cab and mounted for operator convenience and comfort.

11.2 Warning signals shall be incorporated into all circuits monitoring abnormal compactor operations.

Section 12 LIGHTING AND WIRING:

12.1 All lights and reflectors shall be in accordance with Federal and State I.C.C. Motor Vehicle Safety Standards.

12.2 Provisions will be made for maximum visibility and may include 2 red stop-tail lights, 2 red turn-tail lights, and an I.D. cluster. All lights must be L.E.D.

12.3 A lighted license plate bracket will be provided.

12.4 Unit must include arm, hopper, and side mounted work lights.

12.5 Unit must include 2 tailgate work lights and 4-inch amber strobe lights plus alternating flashing lights.

Section 13 PAINTING:

13.1 All components will be properly cleaned prior to priming.

13.2 All burrs and rough spots are to be removed.

13.3 Two (2) coats of rust inhibiting primer are to be applied prior to the finish coat.

13.4 Final coat to be high gloss white.

Section 14 CAMERAS:

14.1 Two (2) Color Cameras will be provided: 1st placed in the rear for use as a backup camera. 2nd placed to monitor hopper area.

14.2 Color Camera monitor shall be mounted in the cab and be fully adjustable flat screen type with split screen option so all camera views can be displayed at one (1) time and automatically switch to full screen backup camera when unit is shifted to reverse.

14.3 The Cameras' shall be Safety Vision

14.4 Protective cases shall be provided for the cameras.

14.5 All Cameras' shall have shields to minimize sun glare.

Section 15 WARRANTY & OTHER:

15.1 Two complete sets of operators, parts, and service manuals will be supplied for truck chassis and refuse body. Mechanic training and operator training for a minimum of two days. Also bidder is responsible for any new employee operator or mechanic training in the future (up to three years) at no charge to the City

15.2 Body to have Three Year Warranty on Body, Cylinders, Hydraulics, and Arm

15.3 On Site Warranty at City Garage

14.3 Quarterly Maintenance Inspection at City garage for Three Years

14.4 Bidder will keep parts on hand at bidder facility. Bidder will also place parts on consignment at City garage including all prox. sensors, arm chains, arm joystick, etc.

14.5 Bidder must have a certified service/parts facility with minimum of three certified mechanics within 100 miles of City garage. Facility must not be a subcontracted facility. Must be operated by bidder.

14.4 Bidder will keep parts on hand at bidder facility. Bidder will also place parts on consignment at City garage including all prox. sensors, arm chains, arm joystick, etc.

14.5 Bidder is responsible for placing stickers and decals on both sides of body and doors of each truck. City will approve, before allowing decals to be placed. Bidder is responsible for purchasing the decals.

14.6 Bidder shall include a price for (3) Annual Body PM Services on the hydraulics, oil and filter changes, greasing and chain tightening or adjustments.

Conventional Chassis Specifications

	YES	NO
2023 OR NEWER CHASSIS: STATE YEAR MODEL _____		
CHASSIS SHALL HAVE DUAL SITDOWN DRIVE WITH ALL GAUGES.	_____	_____
GVWR SHALL BE 46,000 LBS.	_____	_____
350 HP ENGINE @ 2,000 RPM, 1,000 LB/FT @ 1,400 RPM	_____	_____
(2) 2250 CCA BATTERIES	_____	_____
SIX (6) GALLON DEF TANK	_____	_____
1200 SQ INCH RADIATOR	_____	_____

CHASSIS SHALL HAVE A HOT SHIFT PTO

CHASSIS SHALL 160 AMP ALTERNATOR WITH
REMOTE BATTERY VOLT SENSE.

TRANSMISSION SHALL BE AN ALLISON 3000 RDS
AUTOMATIC TRANSMISSION WITH PTO PROVISION.

SYNTHETIC TRANSMISSION FLUID

CHASSIS SHALL INCLUDE DETROIT DA-F-16.0-5 16,000#
FL1 71.0 KPI/3.74 DROP SINGLE FRONT AXLE.

FRONT BRAKES SHALL BE MERITOR 16.5X6 Q+ CAST SPIDER
CAM, DOUBLE ANCHOR, FABRICATED SHOES.

16,000LB TAPERLEAF FRONT SUSPENSION.

30,000LB U-SERIES SINGLE REAR AXLE.

6.14 REAR AXLE RATIO

REAR BRAKES SHALL BE MERITOR 16.5X7 P CAM, DOUBLE
ANCHOR, CAST SHOES.

30,000LB FLAT LEAF SPRING REAR SUSPENSION WITH
RADIUS ROD.

AUTOMATIC REAR SLACK ADJUSTERS

AIR DRYER WITH HEATER

CAB TO AXLE - MEET BODY REQUIREMENTS

7/16X3-9/16X11-1/8 INCH STEEL FRAME
(11.11MMX282.6MM/0.437X11.13 INCH) 120KSI

1/4 INCH (6.35MM) C-CHANNEL INNER FRAME
REINFORCEMENT.

80 GALLON/302 LITER RECTANGULAR ALUMINUM FUEL
TANK - LH

315/80R22.5 20 PLY RADIAL
FRONT TIRES

315/80R22.5 PLY RADIAL REAR TIRES

WHEELS 22.5X9 10-HUB PILOT 5.25 INSET

5-HAND HD STEEL DISC FRONT WHEELS.

WHEELS 22.5X9 10-HUB PILOT 5-HAND
HD STEEL DISC REAR WHEELS.

108 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL
CAB.

AIR CAB MOUNTS

14" AIR HORN

CHASSIS SHALL HAVE (5) AMBER MARKER LIGHTS.

LH AND RH 8 INCH BRIGHT FINISH CONVEX MIRRORS
MOUNTED UNDER PRIMARY MIRRORS.

RH 8 INCH STAINLESS STEEL FENDER MOUNTED CONVEX
MIRROR WITH TRIPOD BRACKETS.

DUAL WEST COAST MIRRORS HEATED MIRRORS

HEATER, DEFROSTER AND AIR CONDITIONER

CHASSIS SHALL INCLUDE 2-1/2 LB. FIRE EXTINGUISHER.

DUAL AIR RIDE SEATS

EXHAUST BRAKE

SHALL HAVE A THREE (3) YEAR WARRANTY ON CAB/CHASSIS, ENGINE, TRANSMISSION AND
TOWING.

PLEASE INCLUDE DOCUMENTATION ON ALL CHASSIS AND BODY WARRANTIES

**PLEASE INCLUDE PREVENTATIVE MAINTENANCE REPORT THAT WILL BE USED
QUARTERLY FOR ALL THREE YEARS.**

12/31/2021

DEAR: CITY OF HATTIESBURG

WE, **EMPIRE TRUCK SALES, LLC**, APPRECIATE THE OPPORTUNITY TO QUOTE YOU ON YOUR NEW TRUCK EQUIPMENT NEEDS. WE ARE PLEASED TO PRESENT YOU WITH THE FOLLOWING QUOTE AND SPECIFICATIONS.

2023 FREIGHTLINER M2-106 CHASSIS

CHASSIS PRICE PER TRUCK	TBD IN BID
-------------------------	------------

THESE PRICES DO NOT INCLUDE F.E.T. OR ANY STATE OR LOCAL TAXES OR FEES.

ONCE AGAIN, WE SINCERELY APPRECIATE YOUR INTEREST IN FREIGHTLINER TRUCKS AND EMPIRE TRUCK SALES, LLC. AND WE LOOK FORWARD TO ASSISTING YOU WITH ALL ASPECTS OF YOUR NEW TRUCK EQUIPMENT NEEDS. IF YOU HAVE ANY QUESTIONS OR CONCERNS, PLEASE DO NOT HESITATE TO CONTACT ME.

SINCERELY,
EMPIRE TRUCK SALES, INC.

TANNER MALONE
601-968-7004

THE FIVE CONTRIBUTING FACTORS THAT MAXIMIZE RCO.



Freightliner Trucks works closely with truck equipment manufacturers (TEMs) across a variety of segments to create vehicles with numerous segment-specific options and clear back-of-cab packaging that TEMs can efficiently upfit, reducing time and costs.



Our robust support footprint features a 24/7 toll-free hotline and hundreds of service locations with factory-certified technicians—including more than 400 dealership locations and more than 280 Elite Support™ Certified dealers. With Detroit™ Connect Virtual Technician™ diagnostic services,* you know within minutes when vehicles experience engine fault events, the severity, and when, where, and how to best fix the issue.

*Only available on trucks equipped with Detroit™ engines.



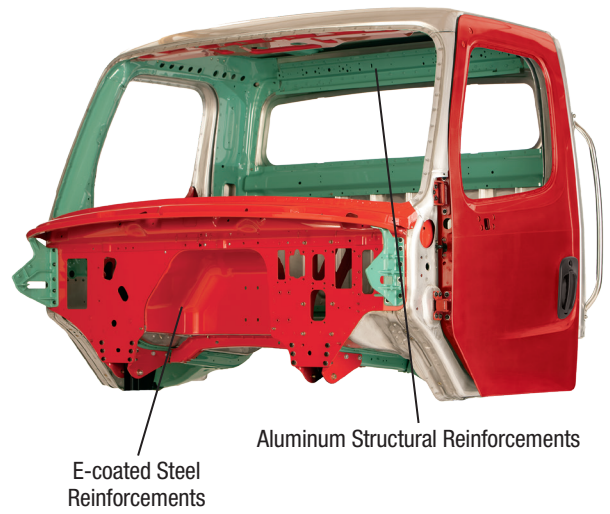
We understand the importance of operator visibility, entry and egress. Comfort in the truck during a long work day can help reduce fatigue and improve safety. Freightliner's vocational trucks offer numerous available safety features and ergonomically designed, well-insulated cabs to help keep drivers safe and productive.



Freightliner trucks are designed to maximize reliability and longevity. We rigorously test our products to ensure each model meets or exceeds customer business needs. Quality construction and durable materials help Freightliner trucks stay on the job and drive business results.



Productivity starts with efficiency and dependability that maximize uptime. A truck has to be in service and getting the job done. We're focused on designing and testing medium and severe duty trucks for real-world conditions.



- Corrugated floor, roof and back-of-cab panels for added strength
- Meets Swedish A-pillar test and ECE R29 back wall impact standards, and SAE J2422 roof strength requirements
- Available in day cab, extended cab, or 4-door crew cab configurations



Components, systems, and entire vehicles are subjected to an array of virtual and physical tests to ensure our trucks deliver the expected function, performance and reliability.

WHERE TOUGHNESS MEETS EFFICIENCY.

We've applied sophisticated engineering to the structural elements of our trucks. First, our cabs are lightweight, yet extremely tough. Corrosion-resistant aluminum is reinforced with e-coated steel and assembled to precise manufacturing tolerances with Henrob rivets and welded construction. This process produces a durable and safe cab that meets stringent A-pillar impact, rollover and back wall impact tests. Plus, the chassis includes a robust backbone with single- or double-channel frame rails. The result is a tensile strength of up to 120,000 psi and an RBM ratio up to 3.7 million inch-pounds. This means the M2 106 can handle whatever job is thrown at it, day after day, year after year.



SPECS AND OPTIONS

PRODUCT FEATURES

- 106" BBC steel-reinforced aluminum day cab
- Cummins® B6.7 engine with 200 HP, 520 lb-ft torque
- Set-back front axle position @ 37.6"
- Strong, durable cab and hood
- Halogen composite headlights
- Rubber cab mounts
- 63" x 14" rear window
- Up to 55-degree wheel cut, depending on wheel equipment
- Rear cab cross-member flush with back-of-cab to allow for outriggers
- Supports a wide range of bodies and chassis-mounted equipment

AVAILABLE FEATURES

- Detroit™ DD5™ 200-240 HP / 560-660 lb-ft torque
- Detroit™ DD8™ 260-350 HP / 660-1050 lb-ft torque
- Detroit™ DD8™ and DD5™ engines feature Detroit™ Connect Virtual Technician™ diagnostic services to maximize uptime
- Emergency service application horsepower ratings available
- Large selection of wheelbases, frames and frame reinforcements
- Air cab mounts
- Freightliner AirLiner® rear suspension
- LED headlights
- Full inner-frame reinforcement
- Door-mounted down-view mirrors and a passenger door lower window enhance driver vision around truck and surroundings
- Wing dash with ergonomic design brings controls and gauges closer to the driver and provides space for up to eight more switches
- Power locks/power windows
- Meritor WABCO OnGuardACTIVE™ collision mitigation system
- Bendix AutoVue® lane departure warning system

Learn more at Freightliner.com

Competitive financing available through Daimler Truck Financial. For the Freightliner Trucks dealer nearest you, call 1-800-FTL-HELP 25K, 0219. FTL/MC-B-1561. Specifications are subject to change without notice. Freightliner Trucks is registered to ISO 9001:2008 and ISO 14001:2004. Copyright © 2019. Daimler Trucks North America LLC. All rights reserved. Freightliner Trucks is a division of Daimler Trucks North America LLC, a Daimler company.

DAIMLER | Freightliner - A Daimler Group Brand



WORK SMART™



AVAILABLE CAB CONFIGURATIONS



106" BBC Day Cab



132" BBC Extended Cab



154" BBC Crew Cab

THE ALL-AROUND PERFORMER.

The Freightliner M2 106 is designed to get any job done. With a GVWR of up to 66,000 pounds, this versatile medium-duty truck supports a wide range of bodies and chassis-mounted equipment, from dry vans to a concrete pump. Our multiplex wiring system, clear frame rails, and a variety of exhaust packages help you get the configuration you need for the job at hand.

In addition to being easy to upfit, the M2 106 maximizes uptime, safety, quality, and productivity to lower your Real Cost of Ownership™ (RCO). Your RCO is the comprehensive evaluation of the hard and soft costs over the lifetime of your vehicle, which reflects the true value of your truck to your business. Everyone's business is different, so you can spec your M2 106 based on the factors that impact your bottom line the most.

*Check with your dealer for availability.

Improve your productivity with your choice of manual, automatic, or automated transmissions from Eaton® and Allison®. And keep drivers safe with the sloped aerodynamic hood, low-profile dash and best-in-class visibility of the ergonomic M2 106. Plus, the M2 106 provides up to a 55-degree wheel cut, set-back front axle and swept-back bumper for superior maneuverability in tight situations. The M2 106 is also available with the Detroit™ DD8™ engine and the Detroit™ DD5™ engine,* both available with the Detroit™ Connect suite of connected vehicle services to maximize uptime. All the more reason to choose this leading medium-duty truck for your hard-working fleet.

ENGINES

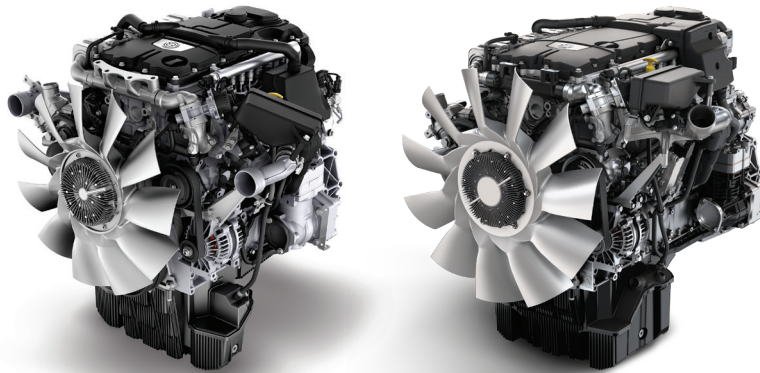
- Cummins® B6.7*
200-325 HP / 520-750 lb-ft torque
- Cummins® L9
260-350 HP / 720-1150 lb-ft torque
- Detroit™ DD5™
200-240 HP / 560-660 lb-ft torque
- Detroit™ DD8™**
260-350 HP / 660-1050 lb-ft torque

TRANSMISSIONS

- Eaton Fuller manual
- Eaton Fuller automated
- Eaton Precision 7-speed dual-clutch
- Allison automatic

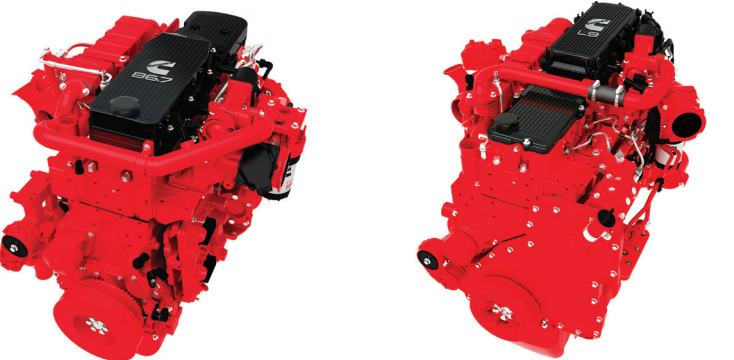
AXLES (UP TO)

- Steer* 20k
- AWD Steer 18k
- Single Drive 30k
- Tandem 46k



Detroit™ DD5™

Detroit™ DD8™



Cummins® B6.7 Engine

Cummins® L9 Engine

*Higher ratings are available for approved applications.



- Day cab, extended cab or crew cab available
- Engines available include the Cummins® B6.7, Cummins® L9, Detroit™ DD5™, and Detroit™ DD8™
- A variety of Eaton® or Allison transmission options
- Tilt hood for easy engine access
- Optional rubber fender extensions
- Halogen composite headlights for easy replacement
- Optional LED headlights for improved visibility
- Easy headlight bulb access
- 2500-sq.-in. windshield for greater visibility
- Optional heated windshield
- Convenient grab handles for easy entry/egress
- Breakaway mirrors
- Optional Meritor WABCO OnGuardACTIVE™ collision mitigation system
- Optional Bendix AutoVue® lane departure warning system
- Strong fiberglass tilt hood with spring assist
- Corrosion-resistant durable aluminum cab reinforced with e-coated steel
- Front steer axle up to 20k capacity
- Optional tow hooks bolted to frame
- Wide cab for easy installation of control tower
- Low step-in height for easy entry/egress
- Up to 55-degree wheel cut, depending on wheel equipment



- Ergonomically designed driver's area features an automotive-style dash, easy-to-read gauges and controls within easy reach
- Optional bright trim package
- Custom predrilled frame for easy body and accessory upfit
- Tandem drive axles available
- Efficient SCR and exhaust packaging for clear back-of-cab and pipe routing



- Up to two batteries located under cab for easy body upfit
- A wide range of rear suspensions with optimized ratings
- Clear frame rail and clear back-of-cab configurations



- Advanced heating and cooling system features 14 vents, including one in each door, for uniform air distribution throughout the cab
- Optional SmartPlex® Electrical System for easy integration and operation of body equipment
- Optional wingdash (flat dash pictured above)



- 65-degree door opening for easy entry and egress
- Available in day cab, extended cab and crew cab (shown above)
- Mid-back driver and passenger seats available
- Optional air-suspended cab



- Rear cab cross-member flush with back-of-cab to allow for outriggers
- 6-, 13- or 23-gallon DEF tanks available with flexible tank locations
- Cylindrical or rectangular fuel tanks available



FRAME RAILS

- Standard single-channel frame rails 9/32" thick x 10-1/16" @ 1.5 million RBM
- Optional single-channel frame rails 7/16" thick x 11-1/8" @ 2.51 million RBM
- Double-channel rails available with up to 3.7 million RBM

SIDEWINDER XTRTM S E R I E S



TRACTION IN ANY ENVIRONMENT

With the New Way[®] Sidewinder XTRTM Automated Side Loader, efficiency is always at your side. Enjoy smooth one-operator convenience and a faster compaction rate than any other side loader on the market. Combine the strongest frame-mounted arm in the industry—boasting a 12-foot reach—with the convenience of automated loading and the ability to maneuver in tight spaces and you have an agile, ultra-tough, overbuilt loader.



GENERAL SPECIFICATIONS

Model	22	24	29	31
Body Capacity	22 yd ³	24 yd ³	29 yd ³	31 yd ³
Body Width (A)	96"	96"	96"	96"
Body Height (B)	108"	108"	108"	108"
Body Length (C)	237"	247"	286"	297"
†Raised Tailgate Height	213"	213"	213"	213"
†Body Height (Raised)	195"	195"	229"	229"

MINIMUM CHASSIS SPECIFICATIONS

Model	22	24	29	31
*Minimum GVWR	46,000 lbs	46,000 lbs	64,000 lbs	64,000 lbs
Usable C/T Requirement	160"	160"	197"	197"

PACKER SPECIFICATIONS

Hopper Capacity	6 yd ³
Packer Swept Volume	2 yd ³
Packer Cycle Time	21 secs.
Ram Penetration	8.5"
Ram Compaction Force	75,000 lbs @ 3,000 psi

ARM SPECIFICATIONS

Arm Extension	144"
Arm Lifting Capacity	1000 lbs
Horizontal Mast Bearings	6
Arm Cycle Time	6-8 secs.

BODY CONSTRUCTION

Roof	10 gauge	80K
Sides	1/8"	AR450
Packer Panel	1/4"	AR450
Body Floor	3/16"	AR450
Tailgate Back	1/8"	AR450
Tailgate Sides	10 gauge	80K
Hopper Floor/Sides	1/4"	AR450
Ram Guide	3/8" x 3"	AR400 wear strips top 1/4" sides

HYDRAULIC SYSTEM

Oil Reservoir	70 gal
Oil Flow Rate	
Body	20 gpm @ 750 RPM
Arm	18 gpm @ 750 RPM
Body Operating Pressure	
22-24 yd ³ units	2500 psi
29-31 yd ³ units	3000 psi
Arm Operating Pressure	2000 psi
Hoses	4-to-1 burst
Return Filters	Dual in-tank 10 micron absolute

HYDRAULIC CYLINDER SPECIFICATIONS

Tailgate Cylinders	3" x 30" x 2"
Pack Panel Cylinders	4" x 43" x 2.5"
Gripper Cylinder	1.5" x 5" x 1"
Vertical Lift Cylinder	3" x 16" x 2"
Body Hoist Cylinder	
29-31 yd ³	6.5" x 180" 4-Stage
22-24 yd ³	6.5" x 150" 4-Stage
Horizontal Mast Cylinder	2" x 54" x 1.25"
Hopper Cover Cylinder	2" x 18" x 1.25"

STANDARD EQUIPMENT

- Pack-on-the-Go
- Twin 14.5" x 7" clean out doors
- Chrome cylinder rods w/scrappers
- Interlocked side access hopper door
- Nitro carbonite single-hoist cylinder
- Sight gauge on reservoir tank
- Tailgate ajar alarm
- Imron elite productive paint
- High-grade hydraulic fluid
- Dual camera system
- Reinforced frame-mounted arm
- In-line heavy duty grippers
- Sealed roller bearings on packer follower panels
- Ergonomic in-cab control panel and joystick
- Smooth body sidewall design
- Positive automatic tailgate lock
- Back-up alarm
- Body ajar alarm
- Hour meter
- "Arm stowed" indicator
- LED lights
- ANSI Z245.1-2017 compliant
- Multi-cycle packer
- Home position arm lock
- Fold-up valve door

OPTIONAL EQUIPMENT

- Hydraulic hopper cover
- 300 gallon gripper
- Camera options
- Additional arm controls
- Hopper ladder
- Broom/shovel racks
- Arm cycle counter
- CNG powered
- West Coast/Lightweight model also available (1,500 lbs reduction)
- Choice of control systems:
 - Air over hydraulic controls
 - CAN bus controls for in-cab diagnostics
- In-cab adjustable gripper pressure
- Also available in 18, 20 and 33 yd models

† As measured from top of truck frame.

*Any Chassis sent to Scranton Manufacturing with less than the minimum guideline requirements will not be mounted.
(Chassis must be capable of carrying the net weight of the body plus the weight of the refuse collected.)

AUTHORIZED NEW WAY DEALER



NEW WAY[®] Driving The Difference.[®]

a quality product of **McLaughlin** FAMILY COMPANIES • 800 831 1858 • www.newwaytrucks.com

17-1119 REV 05-19



CENTRALBIDDING
FROM CENTRAL AUCTION HOUSE

**ONE OR MORE CHASSIS MOUNTED 24 YD AUTOMATED SIDE LOADING
REFUSE COLLECTION TRUCK**

City of Hattiesburg

Project documents obtained from www.CentralBidding.com

30-Dec-2021 04:27:16 PM



Bid for (1) One or More
Chassis Mounted 24 Yard Automated Side Loading Refuse Collection Garbage Truck

BID SPECIFICATIONS

Bidder Shall Complete the Following
If No, State Specifically the Item being Offered

Specifications:	Meets	
	YES	NO
Section 1 APPLICATION		
1.1 It is the intent of these specifications to describe the minimum requirements for an automated Side Loading refuse compactor body.	<u>YES</u>	<u> </u>
1.2 The capacity shall be 24 cubic yards, exclusive of the hopper.	<u>YES</u>	<u> </u>
1.3 Features standard to this unit will be furnished by the successful bidder. Body shall conform in strength, quality of material, and workmanship to that provided by the best engineering and manufacturing practices of the industry.	<u>YES</u>	<u> </u>
1.4 All equipment shall be new model design, assembled and ready for operation at the time of delivery.	<u>YES</u>	<u> </u>
1.5 Bidders shall attach a statement that the unit meets or exceeds these specifications and/or list any exceptions fully and accurately.	<u>YES</u>	<u> </u>
Section 2 GENERAL		
2.1 Refuse body will have a capacity of 24 cubic yards, exclusive of the hopper.	<u>YES</u>	<u> </u>

2.2 Packer body capable of packing 900 pounds per cubic yard of dry household trash. YES _____

2.3 Hopper shall have a minimum capacity of 6 cubic yards. YES _____

State the size of the hopper: 6 CUBIC YARDS

2.4 Packer must meet all applicable standards. YES _____

Section 3 BODY CONSTRUCTION (The following specifications are minimums.)

3.1 The body shall be all welded construction. YES _____

3.2 Body wall thickness is 10 gauge Hardox 450, 174,000 psi strength. YES _____

3.3 Body roof thickness is 10 gauge, 80,000 psi. YES _____

3.4 Body floor is AR 450 steel, 150,000 psi. YES _____

3.5 Sides, front and rear to be reinforced for strength requirements. YES _____

3.6 Reinforcement design and characteristics dependent upon construction methods used, but they must be certified to meet the specified compacting requirements without body distortion. YES _____

3.7 Unit shall have a shovel holder. YES _____

3.8 Unit shall have a clean out tool. Unit shall have dual cleanout doors with a dimension of 12" x 16" each. YES _____

3.9 Shall have a Chromium Overlay/Super Track in the body YES _____

Section 4 BODY DIMENSIONS

4.1 Body height above truck frame is not to exceed 108". YES _____

4.2 Outside width of the body is not to exceed 96". YES _____

Section 5 HOPPER

5.1 The hopper shall have a minimum capacity of 6 cubic yards. YES _____

5.2 The hopper floor shall be a minimum of 1/4" AR 450 abrasion resistant steel. YES _____

5.3 The hopper sides are to be a minimum of 1/4" AR 450 abrasion resistant steel. YES _____

5.4 A hydraulic crusher panel will be furnished to prevent refuse loss during transport. YES _____

5.5 A ladder or foot supports with grab handles shall be designed to meet OSHA standards and provide easy access to the hopper area. YES _____

5.6 The hopper shall have a minimum displacement rate of 5.4 cubic yards per minute. YES _____

Section 6 PACKING MECHANISM

6.1 The packing panel is to be 3/8" 80,000 psi steel. YES _____

6.2 The packing mechanism is to retain compacted material in the body. YES _____

6.3 Length of the packing cycle is to be determined by proximity switches. When the Auto Pack feature sees maximum pressure 3 consecutive times it shuts off indicating that the packer is full. YES _____

6.4 Packing features are dependent upon each manufactures design, but must be capable of accomplishing the requirements set forth in these specifications. It must also fulfill the operational claims made by the manufacturer. YES _____

6.5 Packing shall complete a pack cycle in a maximum of 20 seconds at idle speed. YES _____

6.6 Packing cylinder sleeves are chrome plated single stage cylinders. Cylinder dimensions are cylinder bore diameter is 4 1/2", cylinder rod diameter is 3", and stroke length is 43". YES _____

Section 7 LIFTING AND GRIPPING MECHANISM

7.1 The lifting mechanism shall be capable of gripping, lifting, raising, and dumping containers from 36 to 110 gallons with the use of a joy stick. The joy stick shall be conveniently located to the left of the operator. An ergonomically designed padded armrest shall be provided to support the operator's arm during operation. The unit shall have "Dual" Joysticks. YES _____

7.2 The arm will consist of three main horizontal mast sections, one vertical lift section with 2 arms. (No Exceptions) YES _____

7.3 The inner mast section will be constructed of 2 C channels with a web thickness of .5512", height of 6.189" and a leg width of 2.409". Both channels shall be 78.25" long. YES _____

7.4 The middle C channels shall be of the same material only 84"long. YES _____

- 7.5 The main outer mast assembly shall be constructed of 2 C shaped channels with a web thickness of .6378", height of 6.890" and a leg width of 2.5937" These channels shall be 83.75" long in length. YES _____
- 7.6 There will be 6 combination bearings that the mast assembly rides on. The bearing surfaces must be of a 62 Rockwell hardness on the C scale. YES _____
- 7.7 The main vertical mast shall be made from 6" x 8" 3/16 thick tube. YES _____
- 7.8 There will be 2 lift arms 1" thick, 3.475" wide, and approximately 26" long made from T-1 steel. YES _____
- 7.9 The lifting mechanism must be mounted to the chassis. Lifting mechanism's mounted to the body will not be acceptable. YES _____
- 7.10 The mechanism shall be spring steel and have the capability of gripping containers within the range previously mentioned without having to change grip arm configurations. YES _____
- 7.11 Gripping force is to be adjustable to provide container retention and also for limiting the radial force applied to prevent container damage. YES _____
- 7.12 Lifting mechanism shall be capable of a complete cycle, which includes grip, lift, dump, undump, lower, and ungrasp in a maximum of 8 seconds. YES _____
- 7.13 The mechanism shall be capable of lifting, raising, dumping, and returning containers from any position within its reach. YES _____
- 7.14 The mechanism shall incorporate serviceable bearings at the grip, pivot, and extension-retraction points to ensure smooth operation and long service life. YES _____
- 7.15 The "reach" of the mechanism shall extend a minimum of 144" from its fully retracted to pivot, and extension-retraction points to ensure smooth operation and long service life. YES _____
- 7.16 The mechanism will be capable of lifting 1,000 lbs. at 12 feet to which the arm is extended. **"Note" The "Bidder" shall provide "Certification" of this capability with their bid.** YES _____
State the reach of the arm: 12 FEET
- 7.17 The container shall be tilted a minimum of 45 degrees past horizontal to provide for full dumping. YES _____
- 7.18 Arm shall use chains to lift container. YES _____
- 7.19 Arm shall also have rocker switches mounted under the RH seat to operate arm from standing outside of chassis. YES _____
- 7.20 Arm cycle counter to be included YES _____

7.21 Arm shall have an Auto Lube system for greasing the arm.

YES _____

Section 8 TAILGATE

8.1 The tailgate is to be hinged at or above the roofline using high strength steel hinges it is to be raised for load dumping by 2 double acting cylinders mounted on the outside of the tailgate. These cylinders shall be of a design that will prevent rapid lowering of the tailgate in case of a hydraulic component failure.

YES _____

8.2 The tailgate cylinders shall have chrome plated rams. Cylinder dimensions will be 3" bore diameter, 2" ram, and a 30" stroke.

YES _____

8.3 The tailgate is to be released and locked with no moving parts other than the two (2) primary lift cylinders and associated locking mechanisms.

YES _____

8.4 A gasket is to be affixed to the tailgate to provide a watertight seal between the body and tailgate.

YES _____

8.5 The tailgate must be equipped with a tailgate ajar switch with audible and visible warning devices fixed in the cab which comply with ANSI standards and warns when the tailgate is partially to completely open.

YES _____

8.6 Body hinge structures must be of proper design, materials, and construction to support the tailgate.

YES _____

8.7 Tailgate maintenance safety props shall be provided.

YES _____

8.8 Tailgate bubble is Hardox 450, 174,000 psi, tailgate sides are 10 gauge 80,000 psi.

YES _____

Section 9 EJECTION-DUMPING SYSTEM:

9.1 Dumping is to be accomplished by raising the body.

YES _____

Does your body raised to be dumped? YES OR NO YES

9.2 Dumping shall be done by means of a single telescoping, center mounted, hydraulic cylinder capable of lifting the box when compacted to maximum capacity. Hoist cylinder is a Nitrate treated, 4 stage cylinder, with a 180" stroke. Bore diameter of the cylinder from largest to smallest is 6 1/2", 5 1/2", 4 1/2", 3 1/2".

YES _____

9.3 The body dump angle shall be such that all refuse in the box will be removed without sticking or bridging. Body dump angle is 45 degrees.

YES _____

9.4 All dumping controls will be a basic control panel system that is cab mounted. Control panel must be interlocked with a manual override to prevent accidental refuse discharge.

YES _____

9.5 All ejection/dumping controls shall be operated from inside the cab. YES _____

Section 10 HYDRAULIC SYSTEM:

10.1 The hydraulic system is composed of 2 vane pumps, one for body functions, and one for arm functions. Pumps have a common suction. Hydraulic pump model is Denison T6DC. D cartridge is for body function, C cartridge is for arm function. The hydraulic pressure body line shall be made up of a Denison Eco System with a 12 volt DC in line mounted solenoid which diverts the flow back to the Inlet when the pump is not engaged and a flow control block which diverts excess flow back to the Inlet. Body functions pump maximum flow is 30 gpm @ 700 rpm. Arm functions pump maximum flow is 22 gpm @ 700 rpm. Hydraulic system pressure relief for the body is 2500 psi and for the arm it is 2000 psi. YES _____

10.2 Pump capacity shall not be less than 52 gpm @700 rpm. YES _____

10.3 Factory installed relief valves shall be incorporated into the system and set at 2500 psi for body functions and 2000 psi for Arm functions. YES _____

10.4 A 10 micron absolute filter is installed in the return line. YES _____

10.5 Hydraulic tank is to be frame mounted and equipped with a 10 micron breather element and eye level sight gauge. Tank location will be determined by body configuration. YES _____

10.6 Hydraulic reservoir tank capacity must be at least 78 gallons. YES _____

10.7 Hydraulic system must contain cylinders capable of performing the Operational requirements set forth in these specifications. YES _____

10.8 Hydraulic hoses are to be SAE approved construction with hose burst pressure 4 times working pressure and have protective coverings. YES _____

10.9 Hydraulic control assemblies must be located so that at no time or load Condition it becomes necessary to remove the load to service these components. YES _____

10.10 All cylinders must have the latest design sealing materials. YES _____

10.11 Unit must have protective cover on pack manifold. YES _____

Section 11 CONTROLS:

11.1 All compactor operating controls are to be located in the truck cab and mounted for operator convenience and comfort. YES _____

11.2 Warning signals shall be incorporated into all circuits monitoring abnormal compactor operations. YES _____

Section 12 LIGHTING AND WIRING:

- 12.1 All lights and reflectors shall be in accordance with Federal and State I.C.C. Motor Vehicle Safety Standards. YES _____
- 12.2 Provisions will be made for maximum visibility and may include 2 red stop-tail lights, 2 red turn-tail lights, and an I.D. cluster. All lights must be L.E.D. YES _____
- 12.3 A lighted license plate bracket will be provided. YES _____
- 12.4 Unit must include arm, hopper, and side mounted work lights. YES _____
- 12.5 Unit must include 2 tailgate work lights and 4-inch amber strobe lights plus alternating flashing lights. YES _____

Section 13 PAINTING:

- 13.1 All components will be properly cleaned prior to priming. YES _____
- 13.2 All burrs and rough spots are to be removed. YES _____
- 13.3 Two (2) coats of rust inhibiting primer are to be applied prior to the finish coat. YES _____
- 13.4 Final coat to be high gloss white. YES _____

Section 14 CAMERAS:

- 14.1 Two (2) Color Cameras will be provided: 1st placed in the rear for use as a backup camera. 2nd placed to monitor hopper area. YES _____
- 14.2 Color Camera monitor shall be mounted in the cab and be fully adjustable flat screen type with split screen option so all camera views can be displayed at one (1) time and automatically switch to full screen backup camera when unit is shifted to reverse. YES _____
- 14.3 The Cameras' shall be Safety Vision YES _____
- 14.4 Protective cases shall be provided for the cameras. YES _____
- 14.5 All Cameras' shall have shields to minimize sun glare. YES _____

Section 15 WARRANTY & OTHER:

15.1 Two complete sets of operators, parts, and service manuals will be supplied for truck chassis and refuse body. Mechanic training and operator training for a minimum of two days. Also bidder is responsible for any new employee operator or mechanic training in the future (up to three years) at no charge to the City

YES _____

15.3 On Site Warranty at City Garage

YES _____

14.3 Quarterly Maintenance Inspection at City garage for Three Years

YES _____

14.4 Bidder will keep parts on hand at bidder facility. Bidder will also place parts on consignment at City garage including all prox. sensors, arm chains, arm joystick, etc.

YES _____

14.5 Bidder must have a certified service/parts facility with minimum of three certified mechanics within 100 miles of City garage. Facility must not be a subcontracted facility. Must be operated by bidder.

YES _____

14.4 Bidder will keep parts on hand at bidder facility. Bidder will also place parts on consignment at City garage including all prox. sensors, arm chains, arm joystick, etc.

YES _____

14.5 Bidder is responsible for placing stickers and decals on both sides of body and doors of each truck. City will approve, before allowing decals to be placed. Bidder is responsible for purchasing the decals.

YES _____

14.6 Bidder shall include a price for (3) Annual Body PM Services on the hydraulics, oil and filter changes, greasing and chain tightening or adjustments.

YES _____

Conventional Chassis Specifications

2023 OR NEWER CHASSIS: STATE YEAR MODEL YES

YES NO

CHASSIS SHALL HAVE DUAL SITDOWN DRIVE WITH ALL GAUGES.

YES _____

GVWR SHALL BE 46,000 LBS.

YES _____

350 HP ENGINE @ 2,000 RPM, 1,000 LB/FT @ 1,400 RPM

YES _____

(2) 2250 CCA BATTERIES

YES _____

SIX (6) GALLON DEF TANK

YES _____

1200 SQ INCH RADIATOR

YES _____

CHASSIS SHALL HAVE A HOT SHIFT PTO	YES	_____
CHASSIS SHALL 160 AMP ALTERNATOR WITH REMOTE BATTERY VOLT SENSE.	YES	_____
TRANSMISSION SHALL BE AN ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION.	YES	_____
SYNTHETIC TRANSMISSION FLUID	YES	_____
CHASSIS SHALL INCLUDE DETROIT DA-F-16.0-5 16,000# FL1 71.0 KPI/3.74 DROP SINGLE FRONT AXLE.	YES	_____
FRONT BRAKES SHALL BE MERITOR 16.5X6 Q+ CAST SPIDER CAM, DOUBLE ANCHOR, FABRICATED SHOES.	YES	_____
16,000LB TAPERLEAF FRONT SUSPENSION.	YES	_____
30,000LB U-SERIES SINGLE REAR AXLE.	YES	_____
6.14 REAR AXLE RATIO	YES	_____
REAR BRAKES SHALL BE MERITOR 16.5X7 P CAM, DOUBLE ANCHOR, CAST SHOES.	YES	_____
30,000LB FLAT LEAF SPRING REAR SUSPENSION WITH RADIUS ROD.	YES	_____
AUTOMATIC REAR SLACK ADJUSTERS	YES	_____
AIR DRYER WITH HEATER	YES	_____
CAB TO AXLE - MEET BODY REQUIREMENTS	YES	_____
7/16X3-9/16X11-1/8 INCH STEEL FRAME (11.11MMX282.6MM/0.437X11.13 INCH) 120KSI	YES	_____
1/4 INCH (6.35MM) C-CHANNEL INNER FRAME REINFORCEMENT.	YES	_____
80 GALLON/302 LITER RECTANGULAR ALUMINUM FUEL TANK - LH	YES	_____
315/80R22.5 20 PLY RADIAL FRONT TIRES	YES	_____
315/80R22.5 PLY RADIAL REAR TIRES	YES	_____
WHEELS 22.5X9 10-HUB PILOT 5.25 INSET	YES	_____
5-HAND HD STEEL DISC FRONT WHEELS.	YES	_____

WHEELS 22.5X9 10-HUB PILOT 5-HAND
HD STEEL DISC REAR WHEELS.

YES

108 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL
CAB.

YES

AIR CAB MOUNTS

YES

14" AIR HORN

YES

CHASSIS SHALL HAVE (5) AMBER MARKER LIGHTS.

YES

LH AND RH 8 INCH BRIGHT FINISH CONVEX MIRRORS
MOUNTED UNDER PRIMARY MIRRORS.

YES

RH 8 INCH STAINLESS STEEL FENDER MOUNTED CONVEX
MIRROR WITH TRIPOD BRACKETS.

YES

DUAL WEST COAST MIRRORS HEATED MIRRORS

YES

HEATER, DEFROSTER AND AIR CONDITIONER

YES

CHASSIS SHALL INCLUDE 2-1/2 LB. FIRE EXTINGUISHER.

YES

DUAL AIR RIDE SEATS

YES

EXHAUST BRAKE

YES

SHALL HAVE A THREE (3) YEAR WARRANTY ON CAB/CHASSIS, ENGINE, TRANSMISSION AND
TOWING.

YES

PLEASE INCLUDE DOCUMENTATION ON ALL CHASSIS AND BODY WARRANTIES

**PLEASE INCLUDE PREVENTATIVE MAINTENANCE REPORT THAT WILL BE USED
QUARTERLY FOR ALL THREE YEARS.**



CITY OF HATTIESBURG BID SHEET

(PLACE THIS SHEET IN FRONT OF SPECIFICATIONS)

24 CUBIC YARD AUTOMATED SIDE LOADING CHASSIS MOUNTED GARBAGE TRUCK

COMPANY SUBMITTING BID EMPIRE TRUCK SALES

BODY MANUFACTURER New Way

BODY TO BE MADE IN MISSISSIPPI- CIRCLE ONE: YES/NO

CHASSIS MANUFACTURER Freightliner

DELIVERY 220-250 (DAYS - from receipt of PO)

BID HONORED FOR 120 (DAYS)

LOCATION OF WARRANTY WORK THAT IS PERFORMED BY DEALERSHIP

BODY: On-Site

CHASSIS: Empire in Hattiesburg

STATE THE DISTANCE (IN MILES) OF THE CHASSIS DEALERSHIP FROM THE CITY OF HATTIESBURG, MS: 10

STATE YOUR GUARANTEED BUYBACK PRICE FOR 3 YEARS: \$100,000
5 YEARS: \$60,000

BID PRICE SHALL INCLUDE (3) ANNUAL BODY PM SERVICES ON THE HYDRAULICS, OIL AND FILTER CHANGES, GREASING AND TIGHTENING OF CHAIN OR ADJUSTMENTS.

YES YES NO NO

BID PRICE SHALL ALSO INCLUDE QUARTERLY PM INSPECTIONS ON THE BODY FOR 3 YEARS (12 TOTAL)
YES YES NO NO

NAME: TANNER MALONE

ADDRESS: 300 SULLIVAN KILRAIN RD.

SIGNATURE: TANNER MALONE

TITLE: TERRITORY MANAGER

PHONE: 601-968-7004

DATE: 12-30-2021

EMAIL: tanner.malone@empiretruck.com

Prepared by:
Tanner Malone
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Prepared by
EMPIRE TRUCK SALES LLC
RICHLAND Tanner Malone

Dec 22, 2021

Freightliner M2 106



Components shown may not reflect all spec'd options and are not to scale

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S P E C I F I C A T I O N P R O P O S A L

Data Code	Description	Weight Front	Weight Rear	Retail Price
Price Level				
PRL-26M	M2 PRL-26M (EFF:7/26/21)			STD
Data Version				
DRL-028	SPECPRO21 DATA RELEASE VER 028			N/C
Vehicle Configuration				
001-172	M2 106 CONVENTIONAL CHASSIS	5,709	3,503	\$105,355.00
004-223	2023 MODEL YEAR SPECIFIED			STD
002-004	SET BACK AXLE - TRUCK			STD
019-002	STRAIGHT TRUCK PROVISION			N/C
003-012	LH PRIMARY STEERING LOCATION AND PREP FOR CUSTOMER SUPPLIED RH SIT-DOWN SECONDARY STEERING LOCATION WITH DUAL INSTRUMENT CLUSTER			\$53.00
General Service				
AA1-002	TRUCK CONFIGURATION			STD
AA6-001	DOMICILED, USA 50 STATES (INCLUDING CALIFORNIA AND CARB OPT-IN STATES)			STD
A85-001	REFUSE SERVICE			N/C
A84-1LF	LEASE/FINANCE BUSINESS SEGMENT			N/C
AA4-003	DRY BULK COMMODITY			N/C
AA5-002	TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS			STD
AB1-008	MAXIMUM 8% EXPECTED GRADE			STD
AB5-001	SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE			STD
995-091	MEDIUM TRUCK WARRANTY			STD
A66-99D	EXPECTED FRONT AXLE(S) LOAD : 20000.0 lbs			
A68-99D	EXPECTED REAR DRIVE AXLE(S) LOAD : 30000.0 lbs			



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Data Code	Description	Weight Front	Weight Rear	Retail Price
A63-99D	EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 50000.0 lbs			
Truck Service				
AA3-004	END DUMP BODY			N/C
A88-99D	EXPECTED TRUCK BODY LENGTH : 0.0 ft			
AF3-1W5	HOL MAC CORPORATION			N/C
AF7-99D	EXPECTED BODY/PAYLOAD CG HEIGHT ABOVE FRAME "XX" INCHES : 32.0 in			
Engine				
101-3E1	CUM L9 350 HP @ 2200 RPM, 2200 GOV RPM, 1050 LB-FT @ 1200 RPM, REFUSE	640	30	\$13,596.00
Electronic Parameters				
79A-075	75 MPH ROAD SPEED LIMIT			N/C
79B-000	CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT			N/C
79K-007	PTO MODE ENGINE RPM LIMIT - 1100 RPM			N/C
79M-001	PTO MODE BRAKE OVERRIDE - SERVICE BRAKE APPLIED			N/C
79P-007	PTO RPM WITH CRUISE SET SWITCH - 1100 RPM			N/C
79Q-007	PTO RPM WITH CRUISE RESUME SWITCH - 1100 RPM			N/C
79S-001	PTO MODE CANCEL VEHICLE SPEED - 5 MPH			N/C
79U-011	PTO GOVERNOR RAMP RATE - 1000 RPM PER SECOND			N/C
79W-002	TWO REMOTE PTO SPEEDS			N/C
79X-008	PTO SPEED 1 SETTING - 1100 RPM			N/C
79Y-003	PTO SPEED 2 SETTING - 1100 RPM			N/C
* 80P-998	NO FLEET SPEC FOR PARAMETERIZATION			N/C
80G-002	PTO MINIMUM RPM - 700			N/C
80J-002	REGEN INHIBIT SPEED THRESHOLD - 5 MPH			N/C
* 80T-998	NO PTO 2 CONTROLS			N/C
* 80U-998	NO PTO 3 CONTROLS			N/C
* 80V-998	NO ENGINE MOUNT PTO CONTROLS			N/C
Engine Equipment				
99C-021	2010 EPA/CARB/GHG21 CONFIGURATION			STD
99D-011	2008 CARB EMISSION CERTIFICATION - CLEAN IDLE (INCLUDES 6X4 INCH LABEL ON LOWER FORWARD CORNER OF DRIVER DOOR)			\$109.00

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Data Code	Description	Weight Front	Weight Rear	Retail Price
13E-001	STANDARD OIL PAN			STD
105-001	ENGINE MOUNTED OIL CHECK AND FILL			STD
014-099	SIDE OF HOOD AIR INTAKE WITH FIREWALL MOUNTED DONALDSON AIR CLEANER			STD
124-1D9	DR 12V 180 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE			\$61.00
292-235	(2) DTNA GENUINE, FLOODED STARTING, MIN 2000CCA, 370RC, THREADED STUD BATTERIES	10		\$13.00
290-017	BATTERY BOX FRAME MOUNTED			STD
281-001	STANDARD BATTERY JUMPERS			STD
282-001	SINGLE BATTERY BOX FRAME MOUNTED LH SIDE UNDER CAB			STD
291-017	WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN			STD
289-001	NON-POLISHED BATTERY BOX COVER			STD
293-058	POSITIVE LOAD DISCONNECT WITH CAB MOUNTED CONTROL SWITCH MOUNTED OUTBOARD DRIVER SEAT	10		\$206.00
295-029	POSITIVE AND NEGATIVE POSTS FOR JUMPSTART LOCATED ON FRAME NEXT TO STARTER	2		\$88.00
107-032	CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE			STD
108-002	STANDARD MECHANICAL AIR COMPRESSOR GOVERNOR			STD
131-013	AIR COMPRESSOR DISCHARGE LINE			STD
152-041	ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM			STD
128-076	CUMMINS ENGINE INTEGRAL BRAKE WITH VARIABLE GEOMETRY TURBO ON/OFF	20		N/C
016-1DC	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH HORIZONTAL TAILPIPE EXITING FORWARD OF REAR TIRES	10	5	\$193.00
28F-002	ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND DASH MOUNTED REGENERATION REQUEST SWITCH			N/C
239-001	STANDARD EXHAUST SYSTEM LENGTH			STD
237-022	RH HORIZONTAL TAILPIPE, EXIT FORWARD OF REAR TIRES	20	20	N/C
23U-001	6 GALLON DIESEL EXHAUST FLUID TANK			STD

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Data Code	Description	Weight Front	Weight Rear	Retail Price
30N-003	100 PERCENT DIESEL EXHAUST FLUID FILL			STD
43X-002	LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION			STD
23Y-001	STANDARD DIESEL EXHAUST FLUID PUMP MOUNTING			STD
43Y-001	STANDARD DIESEL EXHAUST FLUID TANK CAP			STD
273-036	BORG WARNER (KYSOR) REAR AIR ON/OFF ENGINE FAN CLUTCH			N/C
276-001	AUTOMATIC FAN CONTROL WITHOUT DASH SWITCH, NON ENGINE MOUNTED			STD
110-003	CUMMINS SPIN ON FUEL FILTER			STD
118-008	COMBINATION FULL FLOW/BYPASS OIL FILTER			N/C
266-013	1100 SQUARE INCH ALUMINUM RADIATOR	70		N/C
103-036	ANTIFREEZE TO -34F, ETHYLENE GLYCOL PRE- CHARGED SCA HEAVY DUTY COOLANT			\$18.00
171-007	GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT			STD
172-001	CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES			STD
270-016	RADIATOR DRAIN VALVE			STD
168-002	LOWER RADIATOR GUARD			STD
138-011	PHILLIPS-TEMRO 1000 WATT/115 VOLT BLOCK HEATER	4		\$92.00
140-053	BLACK PLASTIC ENGINE HEATER RECEPTACLE MOUNTED UNDER LH DOOR			N/C
134-001	ALUMINUM FLYWHEEL HOUSING			STD
132-004	ELECTRIC GRID AIR INTAKE WARMER			STD
155-058	DELCO 12V 38MT HD STARTER WITH INTEGRATED MAGNETIC SWITCH			N/C

Transmission

342-582	ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION	200	60	\$6,785.00
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Transmission Equipment

343-322	ALLISON VOCATIONAL PACKAGE 170 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODEL RDS AND EVS			N/C
84B-013	ALLISON VOCATIONAL RATING FOR REFUSE APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES			N/C
84C-023	PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY			N/C

Data Code	Description	Weight Front	Weight Rear	Retail Price
84D-023	SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY			N/C
84E-013	S1 PERFORMANCE PRIMARY SHIFT SCHEDULE, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY			N/C
84F-012	S1 PERFORMANCE SECONDARY SHIFT SCHEDULE, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY			N/C
84G-012	2000 RPM PRIMARY MODE SHIFT SPEED			N/C
84H-012	2000 RPM SECONDARY MODE SHIFT SPEED			N/C
84J-000	ENGINE BRAKE RANGE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE			STD
84K-000	ENGINE BRAKE RANGE ALTERNATE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE			STD
84N-200	FUEL SENSE 2.0 DISABLED - PERFORMANCE - TABLE BASED			STD
84U-000	DRIVER SWITCH INPUT - DEFAULT - NO SWITCHES			STD
* 85P-998	NO REAR PTO TRANSMISSION RANGE			\$3.00
353-065	VEHICLE INTERFACE WIRING CONNECTOR WITH BLUNT CUTS, AT BACK OF CAB			\$61.00
34C-002	ELECTRONIC TRANSMISSION CUSTOMER ACCESS CONNECTOR MOUNTED BACK OF CAB			\$76.00
362-823	CUSTOMER INSTALLED CHELSEA 280 SERIES PTO			N/C
363-001	PTO MOUNTING, LH SIDE OF MAIN TRANSMISSION ALLISON			N/C
341-018	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN			STD
345-003	PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED			N/C
97G-004	TRANSMISSION PROGNOSTICS - ENABLED 2013			N/C
370-015	WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK			STD
346-013	TRANSMISSION OIL CHECK AND FILL WITH CROSSOVER TO CLEAR LH PTO AND DIRECT MOUNT PUMP			\$63.00
35T-001	SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)			STD

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Data Code	Description	Weight Front	Weight Rear	Retail Price
Front Axle and Equipment				
400-1BB	DETROIT DA-F-20.0-5 20,000# FL1 71.0 KPI/3.74 DROP SINGLE FRONT AXLE	190		\$3,463.00
402-013	MERITOR 16.5X6 Q+ CAST SPIDER HEAVY DUTY CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES			\$68.00
403-002	NON-ASBESTOS FRONT BRAKE LINING			STD
419-023	CONMET CAST IRON FRONT BRAKE DRUMS			\$8.00
427-001	FRONT BRAKE DUST SHIELDS	5		\$102.00
409-006	FRONT OIL SEALS			STD
408-001	VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL			STD
416-022	STANDARD SPINDLE NUTS FOR ALL AXLES			STD
405-002	MERITOR AUTOMATIC FRONT SLACK ADJUSTERS			STD
536-055	TRW THP-60 POWER STEERING WITH RCH45 AUXILIARY GEAR	130		N/C
539-003	POWER STEERING PUMP			STD
534-003	4 QUART POWER STEERING RESERVOIR	5		N/C
533-001	OIL/AIR POWER STEERING COOLER			N/C
40T-001	MINERAL SAE 80/90 FRONT AXLE LUBE			STD
Front Suspension				
620-025	20,000# TAPERLEAF FRONT SUSPENSION	200		\$1,509.00
619-005	MAINTENANCE FREE RUBBER BUSHINGS - FRONT SUSPENSION			STD
410-001	FRONT SHOCK ABSORBERS			STD
Rear Axle and Equipment				
420-024	RS-30-185 30,000# U-SERIES SINGLE REAR AXLE		275	\$7,269.00
421-563	5.63 REAR AXLE RATIO			N/C
424-001	IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING			STD
386-074	MXL 176T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES	25	25	\$531.00
452-001	DRIVER CONTROLLED TRACTION DIFFERENTIAL - SINGLE REAR AXLE		20	\$734.00
878-018	(1) DRIVER CONTROLLED DIFFERENTIAL LOCK REAR VALVE FOR SINGLE DRIVE AXLE			N/C

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Data Code	Description	Weight Front	Weight Rear	Retail Price
87B-005	BUZZER AND BLINKING LAMP WITH EACH MODE SWITCH, DIFFERENTIAL UNLOCK WITH IGNITION OFF, ACTIVE <5 MPH			\$5.00
423-010	MERITOR 16.5X7 P CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, CAST SHOES		20	N/C
433-002	NON-ASBESTOS REAR BRAKE LINING			STD
434-011	BRAKE CAMS AND CHAMBERS ON FORWARD SIDE OF DRIVE AXLE(S)			N/C
451-018	WEBB CAST IRON REAR BRAKE DRUMS		50	N/C
440-006	REAR OIL SEALS			STD
426-100	WABCO TRISTOP D LONGSTROKE 1-DRIVE AXLE SPRING PARKING CHAMBERS			STD
428-003	HALDEX AUTOMATIC REAR SLACK ADJUSTERS			\$44.00
41T-001	MINERAL SAE 80/90 REAR AXLE LUBE			(\$134.00)
Rear Suspension				
622-1DF	30,000# FLAT LEAF SPRING REAR SUSPENSION WITH HELPER AND RADIUS ROD		230	(\$954.00)
621-001	SPRING SUSPENSION - NO AXLE SPACERS			N/C
431-001	STANDARD AXLE SEATS IN AXLE CLAMP GROUP			N/C
623-005	FORE/AFT CONTROL RODS			N/C
Brake System				
018-002	AIR BRAKE PACKAGE			STD
490-100	WABCO 4S/4M ABS			STD
871-001	REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES			STD
904-001	FIBER BRAID PARKING BRAKE HOSE			STD
412-001	STANDARD BRAKE SYSTEM VALVES			STD
46D-002	STANDARD AIR SYSTEM PRESSURE PROTECTION SYSTEM			STD
413-002	STD U.S. FRONT BRAKE VALVE			STD
432-003	RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE			STD
480-088	WABCO SYSTEM SAVER HP WITH INTEGRAL AIR GOVERNOR AND HEATER			STD
479-003	AIR DRYER MOUNTED INBOARD ON LH RAIL			N/C
* 460-001	STEEL AIR BRAKE RESERVOIRS			STD
	MOUNT BOTH AIR TANKS 70" BOC			

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Data Code	Description	Weight Front	Weight Rear	Retail Price
607-001	CLEAR FRAME RAILS FROM BACK OF CAB TO FRONT REAR SUSPENSION BRACKET, BOTH RAILS OUTBOARD			\$218.00
477-004	PULL CABLES ON ALL AIR RESERVOIR(S)			\$3.00
Trailer Connections				
335-004	UPGRADED CHASSIS MULTIPLEXING UNIT			STD
32A-002	UPGRADED BULKHEAD MULTIPLEXING UNIT			N/C
Wheelbase & Frame				
545-595	5950MM (234 INCH) WHEELBASE			N/C
546-101	11/32X3-1/2X10-15/16 INCH STEEL FRAME (8.73MMX277.8MM/0.344X10.94 INCH) 120KSI	310	120	\$681.00
547-001	1/4 INCH (6.35MM) C-CHANNEL INNER FRAME REINFORCEMENT	180	400	\$1,000.00
552-039	1825MM (72 INCH) REAR FRAME OVERHANG			N/C
55W-007	FRAME OVERHANG RANGE: 71 INCH TO 80 INCH	-30	120	N/C
AC8-99D	CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 168.7 in			
AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 165.7 in			
AE4-99D	CALC'D FRAME LENGTH - OVERALL : 335.54 in			
FSS-0LH	CALCULATED FRAME SPACE LH SIDE : 133.99 in			N/C
FSS-0RH	CALCULATED FRAME SPACE RH SIDE : 196.65 in			N/C
553-001	SQUARE END OF FRAME			STD
550-001	FRONT CLOSING CROSSMEMBER			STD
559-003	LIGHTWEIGHT HEAVY DUTY ALUMINUM ENGINE CROSSMEMBER	-12		\$48.00
561-001	STANDARD CROSSMEMBER BACK OF TRANSMISSION			STD
562-001	STANDARD MIDSHIP #1 CROSSMEMBER(S)			STD
572-001	STANDARD REARMOST CROSSMEMBER			STD
565-001	STANDARD SUSPENSION CROSSMEMBER			STD
Chassis Equipment				
556-1AP	THREE-PIECE 14 INCH PAINTED STEEL BUMPER WITH COLLAPSIBLE ENDS	30		\$65.00
558-001	FRONT TOW HOOKS - FRAME MOUNTED	15		\$74.00
574-001	BUMPER MOUNTING FOR SINGLE LICENSE PLATE			STD

Data Code	Description	Weight Front	Weight Rear	Retail Price
586-024	FENDER AND FRONT OF HOOD MOUNTED FRONT MUDFLAPS			STD
551-007	GRADE 8 THREADED HEX HEADED FRAME FASTENERS			STD
605-1AB	D15-16004-000 CENTER PUNCH TO MARK CENTERLINE OF REAR SUSPENSION ON FRAME WEB			\$32.00
606-294	DRLG PREP FOR SEC PER DWG SEC CHAMPION 32-36 YD, REV 2, 08/17/2018			\$104.00
Fuel Tanks				
204-215	50 GALLON/189 LITER SHORT RECTANGULAR ALUMINUM FUEL TANK - LH	20		\$348.00
218-005	RECTANGULAR FUEL TANK(S)			STD
215-005	PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS			STD
212-007	FUEL TANK(S) FORWARD			STD
664-001	PLAIN STEP FINISH			STD
205-001	FUEL TANK CAP(S)			STD
122-1H3	DETROIT FUEL/WATER SEPARATOR WITH WATER IN FUEL SENSOR	-5		N/C
216-020	EQUIFLO INBOARD FUEL SYSTEM			STD
202-016	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE			STD
Tires				
093-2CC	MICHELIN XZU-S2 315/80R22.5 20 PLY RADIAL FRONT TIRES	100		\$736.00
094-2CM	MICHELIN X WORKS XDY 315/80R22.5 20 PLY RADIAL REAR TIRES		232	\$1,472.00
Hubs				
418-060	CONMET PRESET PLUS PREMIUM IRON FRONT HUBS			STD
450-014	WEBB IRON REAR HUBS		70	N/C
Wheels				
502-579	MAXION WHEELS 10041 22.5X9.00 10-HUB PILOT 5.25 INSET 5-HAND STEEL DISC FRONT WHEELS	66		\$286.00
505-596	MAXION WHEELS 10047 22.5X9.00 10-HUB PILOT 5-HAND STEEL DISC REAR WHEELS		92	\$632.00
496-011	FRONT WHEEL MOUNTING NUTS			STD
497-011	REAR WHEEL MOUNTING NUTS			STD

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Data Code	Description	Weight Front	Weight Rear	Retail Price
495-998	NO PUSHER/TAG WHEEL MOUNTING NUTS			STD
498-009	WHEEL STUDS FOR CUSTOMER INSTALLED HUB PILOTED DUALED ALUMINUM WHEELS, ALL			N/C
Cab Exterior				
829-071	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB			STD
650-008	AIR CAB MOUNTING			\$97.00
648-002	NONREMOVABLE BUGSCREEN MOUNTED BEHIND GRILLE			\$36.00
678-001	LH AND RH GRAB HANDLES			STD
646-023	HOOD MOUNTED CHROMED PLASTIC GRILLE			\$159.00
65X-003	CHROME HOOD MOUNTED AIR INTAKE GRILLE			\$43.00
644-004	FIBERGLASS HOOD			STD
727-1AF	SINGLE 14 INCH ROUND HADLEY AIR HORN UNDER LH DECK	4		\$82.00
726-001	SINGLE ELECTRIC HORN			STD
728-001	SINGLE HORN SHIELD			N/C
657-001	DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME			STD
78G-002	KEY QUANTITY OF 2			STD
575-001	REAR LICENSE PLATE MOUNT END OF FRAME			STD
312-038	INTEGRAL HEADLIGHT/MARKER ASSEMBLY WITH CHROME BEZEL			N/C
302-047	LED AERODYNAMIC MARKER LIGHTS			\$34.00
294-021	TRUCK-LITE 3 CHAMBER MODULES WITH 45 SERIES SEALED BEAM LAMPS		5	\$211.00
300-015	STANDARD FRONT TURN SIGNAL LAMPS			STD
744-1BH	DUAL WEST COAST MOLDED-IN COLOR MIRRORS			STD
797-001	DOOR MOUNTED MIRRORS			STD
796-001	102 INCH EQUIPMENT WIDTH			STD
743-1AP	LH AND RH 8 INCH MOLDED-IN COLOR CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS			\$43.00
74B-079	RH 8 INCH STAINLESS STEEL FENDER MOUNTED CONVEX MIRROR WITH TRIPOD BRACKETS	4		\$64.00
729-001	STANDARD SIDE/REAR REFLECTORS			STD
768-043	63X14 INCH TINTED REAR WINDOW			STD

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Data Code	Description	Weight Front	Weight Rear	Retail Price
661-003	TINTED DOOR GLASS LH AND RH WITH TINTED NON-OPERATING WING WINDOWS			STD
654-003	MANUAL DOOR WINDOW REGULATORS			STD
663-013	1-PIECE SOLAR GREEN GLASS WINDSHIELD			STD
659-019	2 GALLON WINDSHIELD WASHER RESERVOIR WITHOUT FLUID LEVEL INDICATOR, FRAME MOUNTED			STD
Cab Interior				
707-1AK	OPAL GRAY VINYL INTERIOR			N/C
706-013	MOLDED PLASTIC DOOR PANEL			STD
708-026	MOLDED PLASTIC DOOR PANEL WITHOUT VINYL INSERT WITH ALUMINUM KICKPLATE LOWER DOOR			\$26.00
772-006	BLACK MATS WITH SINGLE INSULATION			STD
785-001	DASH MOUNTED ASH TRAYS AND LIGHTER			\$13.00
691-008	FORWARD ROOF MOUNTED CONSOLE WITH UPPER STORAGE COMPARTMENTS WITHOUT NETTING			N/C
694-010	IN DASH STORAGE BIN			STD
742-007	(2) CUP HOLDERS LH AND RH DASH			STD
680-006	GRAY/CHARCOAL FLAT DASH			N/C
720-002	2-1/2 LB. FIRE EXTINGUISHER	5		\$37.00
700-002	HEATER, DEFROSTER AND AIR CONDITIONER			STD
701-001	STANDARD HVAC DUCTING			STD
703-005	MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH			STD
170-015	STANDARD HEATER PLUMBING			STD
130-041	VALEO HEAVY DUTY A/C REFRIGERANT COMPRESSOR			STD
702-002	BINARY CONTROL, R-134A			STD
739-033	STANDARD INSULATION			STD
285-013	SOLID-STATE CIRCUIT PROTECTION AND FUSES			STD
280-007	12V NEGATIVE GROUND ELECTRICAL SYSTEM			STD
324-014	DOMELIGHT WITH 3-WAY SWITCH ACTIVATED BY LH AND RH DOORS			N/C
655-001	CAB DOOR LATCHES WITH MANUAL DOOR LOCKS			STD
722-002	TRIANGULAR REFLECTORS WITHOUT FLARES	10		\$24.00

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Data Code	Description	Weight Front	Weight Rear	Retail Price
756-338	BASIC ISRINGHAUSEN HIGH BACK AIR SUSPENSION DRIVERS SEAT WTIH MECHANICAL LUMBAR AND INTEGRATED CUSHION EXTENSION	30		\$167.00
760-338	BASIC ISRINGHAUSEN HIGH BACK AIR SUSPENSION PASSENGER SEAT WTIH MECHANICAL LUMBAR AND INTEGRATED CUSHION EXTENSION	25	10	\$255.00
759-005	DUAL DRIVER AND PASSENGER SEAT ARMRESTS	8		\$134.00
711-004	LH AND RH INTEGRAL DOOR PANEL ARMRESTS			STD
758-036	VINYL WITH VINYL INSERT DRIVER SEAT			STD
761-036	VINYL WITH VINYL INSERT PASSENGER SEAT			STD
763-102	HIGH VISIBILITY ORANGE SEAT BELTS			\$13.00
532-027	ADJUSTABLE STEERING COLUMN, SUPPLIER CONVERSION TO LH AND RH ADJUSTABLE TILT STEERING COLUMNS	10		\$275.00
540-015	4-SPOKE 18 INCH (450MM) STEERING WHEEL			N/C
765-002	DRIVER AND PASSENGER INTERIOR SUN VISORS			STD

Instruments & Controls

732-004	GRAY DRIVER INSTRUMENT PANEL			N/C
734-004	GRAY CENTER INSTRUMENT PANEL			N/C
87L-003	ENGINE REMOTE INTERFACE WITH PARK BRAKE AND NEUTRAL INTERLOCKS			N/C
870-001	BLACK GAUGE BEZELS			N/C
486-001	LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM			STD
840-002	2 INCH PRIMARY AND SECONDARY AIR PRESSURE GAUGES			N/C
198-002	INTAKE MOUNTED AIR RESTRICTION INDICATOR WITH GRADUATIONS			\$12.00
149-013	ELECTRONIC CRUISE CONTROL WITH SWITCHES IN LH SWITCH PANEL			N/C
156-007	KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY			STD
811-042	ICU3S, 132X48 DISPLAY WITH DIAGNOSTICS, 28 LED WARNING LAMPS AND DATA LINKED			N/C
160-038	HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH			STD
844-001	2 INCH ELECTRIC FUEL GAUGE			STD

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Data Code	Description	Weight Front	Weight Rear	Retail Price
148-073	ENGINE REMOTE INTERFACE FOR REMOTE THROTTLE			\$88.00
163-001	ENGINE REMOTE INTERFACE CONNECTOR AT BACK OF CAB			N/C
856-001	ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE			STD
864-005	TRANSMISSION OIL TEMPERATURE INDICATOR LIGHT			(\$28.00)
830-017	ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY			STD
372-051	CUSTOMER FURNISHED AND INSTALLED PTO CONTROLS			N/C
852-002	ELECTRIC ENGINE OIL PRESSURE GAUGE			STD
679-998	NO OVERHEAD INSTRUMENT PANEL			(\$69.00)
746-137	AM/FM/WB WORLD TUNER RADIO WITH BLUETOOTH, USB AND AUXILIARY INPUTS, J1939	10		\$490.00
747-001	DASH MOUNTED RADIO			N/C
750-002	(2) RADIO SPEAKERS IN CAB			N/C
753-001	AM/FM ANTENNA MOUNTED ON FORWARD LH ROOF			\$47.00
748-001	POWER AND GROUND STUDS IN/UNDER DASH			\$13.00
810-027	ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER			STD
817-001	STANDARD VEHICLE SPEED SENSOR			STD
812-001	ELECTRONIC 3000 RPM TACHOMETER			STD
162-011	IDLE LIMITER, ELECTRONIC ENGINE			N/C
836-015	DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY			STD
660-008	SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY			STD
304-001	MARKER LIGHT SWITCH INTEGRAL WITH HEADLIGHT SWITCH			N/C
882-009	ONE VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR			STD
299-013	SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, WASHER/WIPER AND HAZARD IN HANDLE			N/C
298-039	INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH HAZARD LAMPS OVERRIDING STOP LAMPS			STD

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Data Code	Description	Weight Front	Weight Rear	Retail Price
Design				
065-000	PAINT: ONE SOLID COLOR			STD
Color				
980-3F6	CAB COLOR A: N0006EA WHITE ELITE SS			N/C
986-020	BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT			STD
962-972	POWDER WHITE (N0006EA) FRONT WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)			STD
966-972	POWDER WHITE (N0006EA) REAR WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)			STD
964-6Z7	BUMPER PAINT: FP24812 ARGENT SILVER DUPONT FLEX			STD
963-003	STANDARD E COAT/UNDERCOATING			STD
Certification / Compliance				
996-001	U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS			STD
Secondary Factory Options				
99B-001	SHIP TO FONTAINE (MOUNT HOLLY, NC) PRIOR TO DELIVERY			N/C
Raw Performance Data				
AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 165.7 in			
Sales Programs				
PMY-2G5	BUSINESS QUOTE SALES PROGRAM			N/C

TOTAL VEHICLE SUMMARY

Adjusted List Price

Adjusted List Price ** \$147,382.00

Weight Summary

	Weight Front	Weight Rear	Total Weight
Factory Weight ⁺	8030 lbs	5287 lbs	13317 lbs

Application Version 11.6.707
Data Version PRL-26M.028
2023 24YD ASL 20K 30K



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Total Weight ⁺	8030 lbs	5287 lbs	13317 lbs
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ITEMS NOT INCLUDED IN ADJUSTED LIST PRICE

Other Factory Charges

PNZ-002	CARB22 BASE WARRANTY DD8 DS/B6.7/ L9 >=330	\$1,670.00
PMV-021	GHG21 ENHANCEMENT PRICE	\$510.00
RAG-020	CUMMINS TARIFF CHARGE - \$205	\$205.00
RFY-022	FRONT TIRE SURCHARGE	\$50.00
RFU-022	REAR TIRE SURCHARGE	\$100.00
RFZ-023	MY23 PRODUCTION COST SURCHARGE	\$2,900.00
P73-2FT	STANDARD DESTINATION CHARGE	\$2,700.00

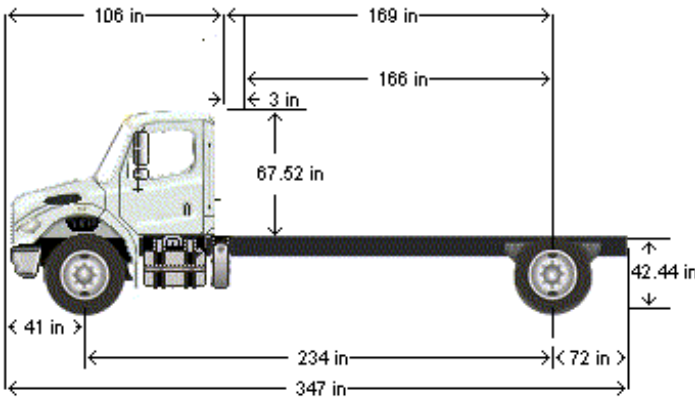
(+) Weights shown are estimates only.

If weight is critical, contact Customer Application Engineering.

(**) Prices shown do not include taxes, fees, etc... "Net Equipment Selling Price" is located on the Quotation Details Proposal Report.

(***) All cost increases for major components (Engines, Transmissions, Axles, Front and Rear Tires) and government mandated requirements, tariffs, and raw material surcharges will be passed through and added to factory invoices.

D I M E N S I O N S



VEHICLE SPECIFICATIONS SUMMARY - DIMENSIONS

Model	M2106
Wheelbase (545)	5950MM (234 INCH) WHEELBASE
Rear Frame Overhang (552)	1825MM (72 INCH) REAR FRAME OVERHANG
Fifth Wheel (578)	NO FIFTH WHEEL
Mounting Location (577)	NO FIFTH WHEEL LOCATION
Maximum Forward Position (in)	0
Maximum Rearward Position (in)	0
Amount of Slide Travel (in)	0
Slide Increment (in)	0
Desired Slide Position (in)	0.0
Cab Size (829)	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
Sleeper (682)	NO SLEEPER BOX/SLEEPER CAB
Exhaust System (016)	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH HORIZONTAL TAILPIPE EXITING FORWARD OF REAR TIRES

TABLE SUMMARY - DIMENSIONS

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Dimensions	Inches
Bumper to Back of Cab (BBC)	106.3
Bumper to Centerline of Front Axle (BA)	40.7
Min. Cab to Body Clearance (CB)	3.0
Back of Cab to Centerline of Rear Axle(s) (CA)	168.7
Effective Back of Cab to Centerline of Rear Axle(s) (Effective CA)	165.7
Back of Cab Protrusions (Exhaust/Intake) (CP)	2.0
Back of Cab Protrusions (Side Extenders/Trim Tab) (CP)	0.0
Back of Cab Protrusions (CNG Tank)	0.0
Back of Cab Clearance (CL)	3.0
Back of Cab to End of Frame	240.6
Cab Height (CH)	67.5
Wheelbase (WB)	234.3
Frame Overhang (OH)	71.9
Overall Frame Length	335.5
Overall Length (OAL)	346.9
Rear Axle Spacing	0.0
Unladen Frame Height at Centerline of Rear Axle	42.4

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.



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GENERAL SPECIFICATIONS

Model	22	24	29	31
Body Capacity	22 yd ³	24 yd ³	29 yd ³	31 yd ³
Body Width (A)	96"	96"	96"	96"
Body Height (B)	108"	108"	108"	108"
Body Length (C)	237"	247"	286"	297"
†Raised Tailgate Height	213"	213"	213"	213"
†Body Height (Raised)	195"	195"	229"	229"

MINIMUM CHASSIS SPECIFICATIONS

Model	22	24	29	31
*Minimum GVWR	46,000 lbs	46,000 lbs	64,000 lbs	64,000 lbs
Usable C/T Requirement	160"	160"	197"	197"

PACKER SPECIFICATIONS

Hopper Capacity	6 yd ³
Packer Swept Volume	2 yd ³
Packer Cycle Time	21 secs.
Ram Penetration	8.5"
Ram Compaction Force	75,000 lbs @ 3,000 psi

ARM SPECIFICATIONS

Arm Extension	144"
Arm Lifting Capacity	1000 lbs
Horizontal Mast Bearings	6
Arm Cycle Time	6-8 secs.

BODY CONSTRUCTION

Roof	10 gauge	80K
Sides	1/8"	AR450
Packer Panel	1/4"	AR450
Body Floor	3/16"	AR450
Tailgate Back	1/8"	AR450
Tailgate Sides	10 gauge	80K
Hopper Floor/Sides	1/4"	AR450
Ram Guide	3/8" x 3"	AR400 wear strips top 1/4" sides

HYDRAULIC SYSTEM

Oil Reservoir	70 gal
Oil Flow Rate	
Body	20 gpm @ 750 RPM
Arm	18 gpm @ 750 RPM
Body Operating Pressure	
22-24 yd ³ units	2500 psi
29-31 yd ³ units	3000 psi
Arm Operating Pressure	2000 psi
Hoses	4-to-1 burst
Return Filters	Dual in-tank 10 micron absolute

HYDRAULIC CYLINDER SPECIFICATIONS

Tailgate Cylinders	3" x 30" x 2"
Pack Panel Cylinders	4" x 43" x 2.5"
Gripper Cylinder	1.5" x 5" x 1"
Vertical Lift Cylinder	3" x 16" x 2"
Body Hoist Cylinder	
29-31 yd ³	6.5" x 180" 4-Stage
22-24 yd ³	6.5" x 150" 4-Stage
Horizontal Mast Cylinder	2" x 54" x 1.25"
Hopper Cover Cylinder	2" x 18" x 1.25"

STANDARD EQUIPMENT

- Pack-on-the-Go
- Twin 14.5" x 7" clean out doors
- Chrome cylinder rods w/scrapers
- Interlocked side access hopper door
- Nitro carbonite single-hoist cylinder
- Sight gauge on reservoir tank
- Tailgate ajar alarm
- Imron elite productive paint
- High-grade hydraulic fluid
- Dual camera system
- Reinforced frame-mounted arm
- In-line heavy duty grippers
- Sealed roller bearings on packer follower panels
- Ergonomic in-cab control panel and joystick
- Smooth body sidewall design
- Positive automatic tailgate lock
- Back-up alarm
- Body ajar alarm
- Hour meter
- "Arm stowed" indicator
- LED lights
- ANSI Z245.1-2017 compliant
- Multi-cycle packer
- Home position arm lock
- Fold-up valve door

OPTIONAL EQUIPMENT

- Hydraulic hopper cover
- 300 gallon gripper
- Camera options
- Additional arm controls
- Hopper ladder
- Broom/shovel racks
- Arm cycle counter
- CNG powered
- West Coast/Lightweight model also available (1,500 lbs reduction)
- Choice of control systems:
 - Air over hydraulic controls
 - CAN bus controls for in-cab diagnostics
- In-cab adjustable gripper pressure
- Also available in 18, 20 and 33 yd models

† As measured from top of truck frame.

*Any Chassis sent to Scranton Manufacturing with less than the minimum guideline requirements will not be mounted.
(Chassis must be capable of carrying the net weight of the body plus the weight of the refuse collected.)

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17-1119 REV 05-19



NOTES-

Sansom Equipment Company is offering the following Buyback-Trade Options:

3 Year Buyback Option- \$138,000

5 Year Buyback Option- \$80,000

All of the warranty work on the New Way Body would be done On-Site at the City shop.

New Way Refuse Bodies are Made in Mississippi.

We meet or exceed all of the specifications We are offering a 24 YD New Way Automated Side Loader (like the City is currently running) mounted on a 2023 Freightliner M2-106 Chassis.

Thanks for the opportunity,

Dustin Jones

Sansom Equipment Company

601-966-1266



CENTRALBIDDING
FROM CENTRAL AUCTION HOUSE

**ONE OR MORE CHASSIS MOUNTED 24 YD AUTOMATED SIDE LOADING
REFUSE COLLECTION TRUCK**

City of Hattiesburg

Project documents obtained from www.CentralBidding.com

30-Dec-2021 04:27:16 PM



Bid for (1) One or More
Chassis Mounted 24 Yard Automated Side Loading Refuse Collection Garbage Truck

BID SPECIFICATIONS

Bidder Shall Complete the Following
If No, State Specifically the Item being Offered

Specifications:	Meets	
	YES	NO
Section 1 APPLICATION		
1.1 It is the intent of these specifications to describe the minimum requirements for an automated Side Loading refuse compactor body.	<u>YES</u>	<u> </u>
1.2 The capacity shall be 24 cubic yards, exclusive of the hopper.	<u>YES</u>	<u> </u>
1.3 Features standard to this unit will be furnished by the successful bidder. Body shall conform in strength, quality of material, and workmanship to that provided by the best engineering and manufacturing practices of the industry.	<u>YES</u>	<u> </u>
1.4 All equipment shall be new model design, assembled and ready for operation at the time of delivery.	<u>YES</u>	<u> </u>
1.5 Bidders shall attach a statement that the unit meets or exceeds these specifications and/or list any exceptions fully and accurately.	<u>YES</u>	<u> </u>
Section 2 GENERAL		
2.1 Refuse body will have a capacity of 24 cubic yards, exclusive of the hopper.	<u>YES</u>	<u> </u>

2.2 Packer body capable of packing 900 pounds per cubic yard of dry household trash. YES _____

2.3 Hopper shall have a minimum capacity of 6 cubic yards. YES _____

State the size of the hopper: 6 CUBIC YARDS

2.4 Packer must meet all applicable standards. YES _____

Section 3 BODY CONSTRUCTION (The following specifications are minimums.)

3.1 The body shall be all welded construction. YES _____

3.2 Body wall thickness is 10 gauge Hardox 450, 174,000 psi strength. YES _____

3.3 Body roof thickness is 10 gauge, 80,000 psi. YES _____

3.4 Body floor is AR 450 steel, 150,000 psi. YES _____

3.5 Sides, front and rear to be reinforced for strength requirements. YES _____

3.6 Reinforcement design and characteristics dependent upon construction methods used, but they must be certified to meet the specified compacting requirements without body distortion. YES _____

3.7 Unit shall have a shovel holder. YES _____

3.8 Unit shall have a clean out tool. Unit shall have dual cleanout doors with a dimension of 12" x 16" each. YES _____

3.9 Shall have a Chromium Overlay/Super Track in the body YES _____

Section 4 BODY DIMENSIONS

4.1 Body height above truck frame is not to exceed 108". YES _____

4.2 Outside width of the body is not to exceed 96". YES _____

Section 5 HOPPER

5.1 The hopper shall have a minimum capacity of 6 cubic yards. YES _____

5.2 The hopper floor shall be a minimum of 1/4" AR 450 abrasion resistant steel. YES _____

5.3 The hopper sides are to be a minimum of 1/4" AR 450 abrasion resistant steel. YES _____

5.4 A hydraulic crusher panel will be furnished to prevent refuse loss during transport. YES _____

5.5 A ladder or foot supports with grab handles shall be designed to meet OSHA standards and provide easy access to the hopper area. YES _____

5.6 The hopper shall have a minimum displacement rate of 5.4 cubic yards per minute. YES _____

Section 6 PACKING MECHANISM

6.1 The packing panel is to be 3/8" 80,000 psi steel. YES _____

6.2 The packing mechanism is to retain compacted material in the body. YES _____

6.3 Length of the packing cycle is to be determined by proximity switches. When the Auto Pack feature sees maximum pressure 3 consecutive times it shuts off indicating that the packer is full. YES _____

6.4 Packing features are dependent upon each manufactures design, but must be capable of accomplishing the requirements set forth in these specifications. It must also fulfill the operational claims made by the manufacturer. YES _____

6.5 Packing shall complete a pack cycle in a maximum of 20 seconds at idle speed. YES _____

6.6 Packing cylinder sleeves are chrome plated single stage cylinders. Cylinder dimensions are cylinder bore diameter is 4 1/2", cylinder rod diameter is 3", and stroke length is 43". YES _____

Section 7 LIFTING AND GRIPPING MECHANISM

7.1 The lifting mechanism shall be capable of gripping, lifting, raising, and dumping containers from 36 to 110 gallons with the use of a joy stick. The joy stick shall be conveniently located to the left of the operator. An ergonomically designed padded armrest shall be provided to support the operator's arm during operation. The unit shall have "Dual" Joysticks. YES _____

7.2 The arm will consist of three main horizontal mast sections, one vertical lift section with 2 arms. (No Exceptions) YES _____

7.3 The inner mast section will be constructed of 2 C channels with a web thickness of .5512", height of 6.189" and a leg width of 2.409". Both channels shall be 78.25" long. YES _____

7.4 The middle C channels shall be of the same material only 84"long. YES _____

- 7.5 The main outer mast assembly shall be constructed of 2 C shaped channels with a web thickness of .6378", height of 6.890" and a leg width of 2.5937" These channels shall be 83.75" long in length. YES _____
- 7.6 There will be 6 combination bearings that the mast assembly rides on. The bearing surfaces must be of a 62 Rockwell hardness on the C scale. YES _____
- 7.7 The main vertical mast shall be made from 6" x 8" 3/16 thick tube. YES _____
- 7.8 There will be 2 lift arms 1" thick, 3.475" wide, and approximately 26" long made from T-1 steel. YES _____
- 7.9 The lifting mechanism must be mounted to the chassis. Lifting mechanism's mounted to the body will not be acceptable. YES _____
- 7.10 The mechanism shall be spring steel and have the capability of gripping containers within the range previously mentioned without having to change grip arm configurations. YES _____
- 7.11 Gripping force is to be adjustable to provide container retention and also for limiting the radial force applied to prevent container damage. YES _____
- 7.12 Lifting mechanism shall be capable of a complete cycle, which includes grip, lift, dump, undump, lower, and ungrasp in a maximum of 8 seconds. YES _____
- 7.13 The mechanism shall be capable of lifting, raising, dumping, and returning containers from any position within its reach. YES _____
- 7.14 The mechanism shall incorporate serviceable bearings at the grip, pivot, and extension-retraction points to ensure smooth operation and long service life. YES _____
- 7.15 The "reach" of the mechanism shall extend a minimum of 144" from its fully retracted to pivot, and extension-retraction points to ensure smooth operation and long service life. YES _____
- 7.16 The mechanism will be capable of lifting 1,000 lbs. at 12 feet to which the arm is extended. **"Note" The "Bidder" shall provide "Certification" of this capability with their bid.** YES _____
State the reach of the arm: 12 FEET
- 7.17 The container shall be tilted a minimum of 45 degrees past horizontal to provide for full dumping. YES _____
- 7.18 Arm shall use chains to lift container. YES _____
- 7.19 Arm shall also have rocker switches mounted under the RH seat to operate arm from standing outside of chassis. YES _____
- 7.20 Arm cycle counter to be included YES _____

7.21 Arm shall have an Auto Lube system for greasing the arm.

YES _____

Section 8 TAILGATE

8.1 The tailgate is to be hinged at or above the roofline using high strength steel hinges it is to be raised for load dumping by 2 double acting cylinders mounted on the outside of the tailgate. These cylinders shall be of a design that will prevent rapid lowering of the tailgate in case of a hydraulic component failure.

YES _____

8.2 The tailgate cylinders shall have chrome plated rams. Cylinder dimensions will be 3" bore diameter, 2" ram, and a 30" stroke.

YES _____

8.3 The tailgate is to be released and locked with no moving parts other than the two (2) primary lift cylinders and associated locking mechanisms.

YES _____

8.4 A gasket is to be affixed to the tailgate to provide a watertight seal between the body and tailgate.

YES _____

8.5 The tailgate must be equipped with a tailgate ajar switch with audible and visible warning devices fixed in the cab which comply with ANSI standards and warns when the tailgate is partially to completely open.

YES _____

8.6 Body hinge structures must be of proper design, materials, and construction to support the tailgate.

YES _____

8.7 Tailgate maintenance safety props shall be provided.

YES _____

8.8 Tailgate bubble is Hardox 450, 174,000 psi, tailgate sides are 10 gauge 80,000 psi.

YES _____

Section 9 EJECTION-DUMPING SYSTEM:

9.1 Dumping is to be accomplished by raising the body.

YES _____

Does your body raised to be dumped? YES OR NO YES

9.2 Dumping shall be done by means of a single telescoping, center mounted, hydraulic cylinder capable of lifting the box when compacted to maximum capacity. Hoist cylinder is a Nitrate treated, 4 stage cylinder, with a 180" stroke. Bore diameter of the cylinder from largest to smallest is 6 1/2", 5 1/2", 4 1/2", 3 1/2".

YES _____

9.3 The body dump angle shall be such that all refuse in the box will be removed without sticking or bridging. Body dump angle is 45 degrees.

YES _____

9.4 All dumping controls will be a basic control panel system that is cab mounted. Control panel must be interlocked with a manual override to prevent accidental refuse discharge.

YES _____

9.5 All ejection/dumping controls shall be operated from inside the cab. YES _____

Section 10 HYDRAULIC SYSTEM:

10.1 The hydraulic system is composed of 2 vane pumps, one for body functions, and one for arm functions. Pumps have a common suction. Hydraulic pump model is Denison T6DC. D cartridge is for body function, C cartridge is for arm function. The hydraulic pressure body line shall be made up of a Denison Eco System with a 12 volt DC in line mounted solenoid which diverts the flow back to the Inlet when the pump is not engaged and a flow control block which diverts excess flow back to the Inlet. Body functions pump maximum flow is 30 gpm @ 700 rpm. Arm functions pump maximum flow is 22 gpm @ 700 rpm. Hydraulic system pressure relief for the body is 2500 psi and for the arm it is 2000 psi. YES _____

10.2 Pump capacity shall not be less than 52 gpm @700 rpm. YES _____

10.3 Factory installed relief valves shall be incorporated into the system and set at 2500 psi for body functions and 2000 psi for Arm functions. YES _____

10.4 A 10 micron absolute filter is installed in the return line. YES _____

10.5 Hydraulic tank is to be frame mounted and equipped with a 10 micron breather element and eye level sight gauge. Tank location will be determined by body configuration. YES _____

10.6 Hydraulic reservoir tank capacity must be at least 78 gallons. YES _____

10.7 Hydraulic system must contain cylinders capable of performing the Operational requirements set forth in these specifications. YES _____

10.8 Hydraulic hoses are to be SAE approved construction with hose burst pressure 4 times working pressure and have protective coverings. YES _____

10.9 Hydraulic control assemblies must be located so that at no time or load Condition it becomes necessary to remove the load to service these components. YES _____

10.10 All cylinders must have the latest design sealing materials. YES _____

10.11 Unit must have protective cover on pack manifold. YES _____

Section 11 CONTROLS:

11.1 All compactor operating controls are to be located in the truck cab and mounted for operator convenience and comfort. YES _____

11.2 Warning signals shall be incorporated into all circuits monitoring abnormal compactor operations. YES _____

Section 12 LIGHTING AND WIRING:

- 12.1 All lights and reflectors shall be in accordance with Federal and State I.C.C. Motor Vehicle Safety Standards. YES _____
- 12.2 Provisions will be made for maximum visibility and may include 2 red stop-tail lights, 2 red turn-tail lights, and an I.D. cluster. All lights must be L.E.D. YES _____
- 12.3 A lighted license plate bracket will be provided. YES _____
- 12.4 Unit must include arm, hopper, and side mounted work lights. YES _____
- 12.5 Unit must include 2 tailgate work lights and 4-inch amber strobe lights plus alternating flashing lights. YES _____

Section 13 PAINTING:

- 13.1 All components will be properly cleaned prior to priming. YES _____
- 13.2 All burrs and rough spots are to be removed. YES _____
- 13.3 Two (2) coats of rust inhibiting primer are to be applied prior to the finish coat. YES _____
- 13.4 Final coat to be high gloss white. YES _____

Section 14 CAMERAS:

- 14.1 Two (2) Color Cameras will be provided: 1st placed in the rear for use as a backup camera. 2nd placed to monitor hopper area. YES _____
- 14.2 Color Camera monitor shall be mounted in the cab and be fully adjustable flat screen type with split screen option so all camera views can be displayed at one (1) time and automatically switch to full screen backup camera when unit is shifted to reverse. YES _____
- 14.3 The Cameras' shall be Safety Vision YES _____
- 14.4 Protective cases shall be provided for the cameras. YES _____
- 14.5 All Cameras' shall have shields to minimize sun glare. YES _____

Section 15 WARRANTY & OTHER:

15.1 Two complete sets of operators, parts, and service manuals will be supplied for truck chassis and refuse body. Mechanic training and operator training for a minimum of two days. Also bidder is responsible for any new employee operator or mechanic training in the future (up to three years) at no charge to the City

YES

15.3 On Site Warranty at City Garage

YES

14.3 Quarterly Maintenance Inspection at City garage for Three Years

YES

14.4 Bidder will keep parts on hand at bidder facility. Bidder will also place parts on consignment at City garage including all prox. sensors, arm chains, arm joystick, etc.

YES

14.5 Bidder must have a certified service/parts facility with minimum of three certified mechanics within 100 miles of City garage. Facility must not be a subcontracted facility. Must be operated by bidder.

YES

14.4 Bidder will keep parts on hand at bidder facility. Bidder will also place parts on consignment at City garage including all prox. sensors, arm chains, arm joystick, etc.

YES

14.5 Bidder is responsible for placing stickers and decals on both sides of body and doors of each truck. City will approve, before allowing decals to be placed. Bidder is responsible for purchasing the decals.

YES

14.6 Bidder shall include a price for (3) Annual Body PM Services on the hydraulics, oil and filter changes, greasing and chain tightening or adjustments.

YES

Conventional Chassis Specifications

2023 OR NEWER CHASSIS: STATE YEAR MODEL YES

YES NO

CHASSIS SHALL HAVE DUAL SITDOWN DRIVE WITH ALL GAUGES.

YES

GVWR SHALL BE 46,000 LBS.

YES

350 HP ENGINE @ 2,000 RPM, 1,000 LB/FT @ 1,400 RPM

YES

(2) 2250 CCA BATTERIES

YES

SIX (6) GALLON DEF TANK

YES

1200 SQ INCH RADIATOR

YES

CHASSIS SHALL HAVE A HOT SHIFT PTO	YES	_____
CHASSIS SHALL 160 AMP ALTERNATOR WITH REMOTE BATTERY VOLT SENSE.	YES	_____
TRANSMISSION SHALL BE AN ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION.	YES	_____
SYNTHETIC TRANSMISSION FLUID	YES	_____
CHASSIS SHALL INCLUDE DETROIT DA-F-16.0-5 16,000# FL1 71.0 KPI/3.74 DROP SINGLE FRONT AXLE.	YES	_____
FRONT BRAKES SHALL BE MERITOR 16.5X6 Q+ CAST SPIDER CAM, DOUBLE ANCHOR, FABRICATED SHOES.	YES	_____
16,000LB TAPERLEAF FRONT SUSPENSION.	YES	_____
30,000LB U-SERIES SINGLE REAR AXLE.	YES	_____
6.14 REAR AXLE RATIO	YES	_____
REAR BRAKES SHALL BE MERITOR 16.5X7 P CAM, DOUBLE ANCHOR, CAST SHOES.	YES	_____
30,000LB FLAT LEAF SPRING REAR SUSPENSION WITH RADIUS ROD.	YES	_____
AUTOMATIC REAR SLACK ADJUSTERS	YES	_____
AIR DRYER WITH HEATER	YES	_____
CAB TO AXLE - MEET BODY REQUIREMENTS	YES	_____
7/16X3-9/16X11-1/8 INCH STEEL FRAME (11.11MMX282.6MM/0.437X11.13 INCH) 120KSI	YES	_____
1/4 INCH (6.35MM) C-CHANNEL INNER FRAME REINFORCEMENT.	YES	_____
80 GALLON/302 LITER RECTANGULAR ALUMINUM FUEL TANK - LH	YES	_____
315/80R22.5 20 PLY RADIAL FRONT TIRES	YES	_____
315/80R22.5 PLY RADIAL REAR TIRES	YES	_____
WHEELS 22.5X9 10-HUB PILOT 5.25 INSET	YES	_____
5-HAND HD STEEL DISC FRONT WHEELS.	YES	_____

WHEELS 22.5X9 10-HUB PILOT 5-HAND
HD STEEL DISC REAR WHEELS.

YES

108 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL
CAB.

YES

AIR CAB MOUNTS

YES

14" AIR HORN

YES

CHASSIS SHALL HAVE (5) AMBER MARKER LIGHTS.

YES

LH AND RH 8 INCH BRIGHT FINISH CONVEX MIRRORS
MOUNTED UNDER PRIMARY MIRRORS.

YES

RH 8 INCH STAINLESS STEEL FENDER MOUNTED CONVEX
MIRROR WITH TRIPOD BRACKETS.

YES

DUAL WEST COAST MIRRORS HEATED MIRRORS

YES

HEATER, DEFROSTER AND AIR CONDITIONER

YES

CHASSIS SHALL INCLUDE 2-1/2 LB. FIRE EXTINGUISHER.

YES

DUAL AIR RIDE SEATS

YES

EXHAUST BRAKE

YES

SHALL HAVE A THREE (3) YEAR WARRANTY ON CAB/CHASSIS, ENGINE, TRANSMISSION AND
TOWING.

YES

PLEASE INCLUDE DOCUMENTATION ON ALL CHASSIS AND BODY WARRANTIES

**PLEASE INCLUDE PREVENTATIVE MAINTENANCE REPORT THAT WILL BE USED
QUARTERLY FOR ALL THREE YEARS.**



CITY OF HATTIESBURG BID SHEET

(PLACE THIS SHEET IN FRONT OF SPECIFICATIONS)

24 CUBIC YARD AUTOMATED SIDE LOADING CHASSIS MOUNTED GARBAGE TRUCK

COMPANY SUBMITTING BID Sansom Equipment Company

BODY MANUFACTURER New Way

BODY TO BE MADE IN MISSISSIPPI- CIRCLE ONE ☒ YES ☐ NO

CHASSIS MANUFACTURER Freightliner

DELIVERY 180-220 (DAYS - from receipt of PO)

BID HONORED FOR 300 (DAYS)

LOCATION OF WARRANTY WORK THAT IS PERFORMED BY DEALERSHIP

BODY: On-Site

CHASSIS: Empire in Hattiesburg

STATE THE DISTANCE (IN MILES) OF THE CHASSIS DEALERSHIP FROM THE CITY OF HATTIESBURG, MS: 10

STATE YOUR GUARANTEED BUYBACK PRICE FOR (3) YEARS: \$138,000
(5) YEARS: \$80,000

BID PRICE SHALL INCLUDE (3) ANNUAL BODY PM SERVICES ON THE HYDRAULICS, OIL AND FILTER CHANGES, GREASING AND TIGHTENING OF CHAIN OR ADJUSTMENTS.

YES YES NO NO

BID PRICE SHALL ALSO INCLUDE QUARTERLY PM INSPECTIONS ON THE BODY FOR 3 YEARS (12 TOTAL)
YES YES NO NO

NAME: Dustin Jones

ADDRESS: 2020 W I-65 Service Rd. N Mobile, AL
SIGNATURE: Dustin Jones

TITLE: Municipal Sales Manager

PHONE: 601-966-1266

DATE: 12-30-2021

EMAIL: dustinjones@secequip.com

Prepared for:
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Prepared by:
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Phone: 6019687004

A proposal for
SANSOM EQUIPMENT COMPANY

Prepared by
EMPIRE TRUCK SALES LLC RICHLAND
Tanner Malone

Dec 22, 2021

Freightliner M2 106



Components shown may not reflect all spec'd options and are not to scale

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S P E C I F I C A T I O N P R O P O S A L

Data Code	Description	Weight Front	Weight Rear	Retail Price
Price Level				
PRL-26M	M2 PRL-26M (EFF:7/26/21)			STD
Data Version				
DRL-028	SPECPRO21 DATA RELEASE VER 028			N/C
Vehicle Configuration				
001-172	M2 106 CONVENTIONAL CHASSIS	5,709	3,503	\$105,355.00
004-223	2023 MODEL YEAR SPECIFIED			STD
002-004	SET BACK AXLE - TRUCK			STD
019-002	STRAIGHT TRUCK PROVISION			N/C
003-012	LH PRIMARY STEERING LOCATION AND PREP FOR CUSTOMER SUPPLIED RH SIT-DOWN SECONDARY STEERING LOCATION WITH DUAL INSTRUMENT CLUSTER			\$53.00
General Service				
AA1-002	TRUCK CONFIGURATION			STD
AA6-001	DOMICILED, USA 50 STATES (INCLUDING CALIFORNIA AND CARB OPT-IN STATES)			STD
A85-001	REFUSE SERVICE			N/C
A84-1LF	LEASE/FINANCE BUSINESS SEGMENT			N/C
AA4-003	DRY BULK COMMODITY			N/C
AA5-002	TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS			STD
AB1-008	MAXIMUM 8% EXPECTED GRADE			STD
AB5-001	SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE			STD
995-091	MEDIUM TRUCK WARRANTY			STD
A66-99D	EXPECTED FRONT AXLE(S) LOAD : 20000.0 lbs			
A68-99D	EXPECTED REAR DRIVE AXLE(S) LOAD : 30000.0 lbs			



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Data Code	Description	Weight Front	Weight Rear	Retail Price
A63-99D	EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 50000.0 lbs			
Truck Service				
AA3-004	END DUMP BODY			N/C
A88-99D	EXPECTED TRUCK BODY LENGTH : 0.0 ft			
AF3-1W5	HOL MAC CORPORATION			N/C
AF7-99D	EXPECTED BODY/PAYLOAD CG HEIGHT ABOVE FRAME "XX" INCHES : 32.0 in			
Engine				
101-3E1	CUM L9 350 HP @ 2200 RPM, 2200 GOV RPM, 1050 LB-FT @ 1200 RPM, REFUSE	640	30	\$13,596.00
Electronic Parameters				
79A-075	75 MPH ROAD SPEED LIMIT			N/C
79B-000	CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT			N/C
79K-007	PTO MODE ENGINE RPM LIMIT - 1100 RPM			N/C
79M-001	PTO MODE BRAKE OVERRIDE - SERVICE BRAKE APPLIED			N/C
79P-007	PTO RPM WITH CRUISE SET SWITCH - 1100 RPM			N/C
79Q-007	PTO RPM WITH CRUISE RESUME SWITCH - 1100 RPM			N/C
79S-001	PTO MODE CANCEL VEHICLE SPEED - 5 MPH			N/C
79U-011	PTO GOVERNOR RAMP RATE - 1000 RPM PER SECOND			N/C
79W-002	TWO REMOTE PTO SPEEDS			N/C
79X-008	PTO SPEED 1 SETTING - 1100 RPM			N/C
79Y-003	PTO SPEED 2 SETTING - 1100 RPM			N/C
* 80P-998	NO FLEET SPEC FOR PARAMETERIZATION			N/C
80G-002	PTO MINIMUM RPM - 700			N/C
80J-002	REGEN INHIBIT SPEED THRESHOLD - 5 MPH			N/C
* 80T-998	NO PTO 2 CONTROLS			N/C
* 80U-998	NO PTO 3 CONTROLS			N/C
* 80V-998	NO ENGINE MOUNT PTO CONTROLS			N/C
Engine Equipment				
99C-021	2010 EPA/CARB/GHG21 CONFIGURATION			STD
99D-011	2008 CARB EMISSION CERTIFICATION - CLEAN IDLE (INCLUDES 6X4 INCH LABEL ON LOWER FORWARD CORNER OF DRIVER DOOR)			\$109.00

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Data Code	Description	Weight Front	Weight Rear	Retail Price
13E-001	STANDARD OIL PAN			STD
105-001	ENGINE MOUNTED OIL CHECK AND FILL			STD
014-099	SIDE OF HOOD AIR INTAKE WITH FIREWALL MOUNTED DONALDSON AIR CLEANER			STD
124-1D9	DR 12V 180 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE			\$61.00
292-235	(2) DTNA GENUINE, FLOODED STARTING, MIN 2000CCA, 370RC, THREADED STUD BATTERIES	10		\$13.00
290-017	BATTERY BOX FRAME MOUNTED			STD
281-001	STANDARD BATTERY JUMPERS			STD
282-001	SINGLE BATTERY BOX FRAME MOUNTED LH SIDE UNDER CAB			STD
291-017	WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN			STD
289-001	NON-POLISHED BATTERY BOX COVER			STD
293-058	POSITIVE LOAD DISCONNECT WITH CAB MOUNTED CONTROL SWITCH MOUNTED OUTBOARD DRIVER SEAT	10		\$206.00
295-029	POSITIVE AND NEGATIVE POSTS FOR JUMPSTART LOCATED ON FRAME NEXT TO STARTER	2		\$88.00
107-032	CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE			STD
108-002	STANDARD MECHANICAL AIR COMPRESSOR GOVERNOR			STD
131-013	AIR COMPRESSOR DISCHARGE LINE			STD
152-041	ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM			STD
128-076	CUMMINS ENGINE INTEGRAL BRAKE WITH VARIABLE GEOMETRY TURBO ON/OFF	20		N/C
016-1DC	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH HORIZONTAL TAILPIPE EXITING FORWARD OF REAR TIRES	10	5	\$193.00
28F-002	ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND DASH MOUNTED REGENERATION REQUEST SWITCH			N/C
239-001	STANDARD EXHAUST SYSTEM LENGTH			STD
237-022	RH HORIZONTAL TAILPIPE, EXIT FORWARD OF REAR TIRES	20	20	N/C
23U-001	6 GALLON DIESEL EXHAUST FLUID TANK			STD

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Data Code	Description	Weight Front	Weight Rear	Retail Price
30N-003	100 PERCENT DIESEL EXHAUST FLUID FILL			STD
43X-002	LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION			STD
23Y-001	STANDARD DIESEL EXHAUST FLUID PUMP MOUNTING			STD
43Y-001	STANDARD DIESEL EXHAUST FLUID TANK CAP			STD
273-036	BORG WARNER (KYSOR) REAR AIR ON/OFF ENGINE FAN CLUTCH			N/C
276-001	AUTOMATIC FAN CONTROL WITHOUT DASH SWITCH, NON ENGINE MOUNTED			STD
110-003	CUMMINS SPIN ON FUEL FILTER			STD
118-008	COMBINATION FULL FLOW/BYPASS OIL FILTER			N/C
266-013	1100 SQUARE INCH ALUMINUM RADIATOR	70		N/C
103-036	ANTIFREEZE TO -34F, ETHYLENE GLYCOL PRE- CHARGED SCA HEAVY DUTY COOLANT			\$18.00
171-007	GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT			STD
172-001	CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES			STD
270-016	RADIATOR DRAIN VALVE			STD
168-002	LOWER RADIATOR GUARD			STD
138-011	PHILLIPS-TEMRO 1000 WATT/115 VOLT BLOCK HEATER	4		\$92.00
140-053	BLACK PLASTIC ENGINE HEATER RECEPTACLE MOUNTED UNDER LH DOOR			N/C
134-001	ALUMINUM FLYWHEEL HOUSING			STD
132-004	ELECTRIC GRID AIR INTAKE WARMER			STD
155-058	DELCO 12V 38MT HD STARTER WITH INTEGRATED MAGNETIC SWITCH			N/C

Transmission

342-582	ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION	200	60	\$6,785.00
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Transmission Equipment

343-322	ALLISON VOCATIONAL PACKAGE 170 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODEL RDS AND EVS			N/C
84B-013	ALLISON VOCATIONAL RATING FOR REFUSE APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES			N/C
84C-023	PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY			N/C

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Data Code	Description	Weight Front	Weight Rear	Retail Price
84D-023	SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY			N/C
84E-013	S1 PERFORMANCE PRIMARY SHIFT SCHEDULE, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY			N/C
84F-012	S1 PERFORMANCE SECONDARY SHIFT SCHEDULE, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY			N/C
84G-012	2000 RPM PRIMARY MODE SHIFT SPEED			N/C
84H-012	2000 RPM SECONDARY MODE SHIFT SPEED			N/C
84J-000	ENGINE BRAKE RANGE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE			STD
84K-000	ENGINE BRAKE RANGE ALTERNATE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE			STD
84N-200	FUEL SENSE 2.0 DISABLED - PERFORMANCE - TABLE BASED			STD
84U-000	DRIVER SWITCH INPUT - DEFAULT - NO SWITCHES			STD
* 85P-998	NO REAR PTO TRANSMISSION RANGE			\$3.00
353-065	VEHICLE INTERFACE WIRING CONNECTOR WITH BLUNT CUTS, AT BACK OF CAB			\$61.00
34C-002	ELECTRONIC TRANSMISSION CUSTOMER ACCESS CONNECTOR MOUNTED BACK OF CAB			\$76.00
362-823	CUSTOMER INSTALLED CHELSEA 280 SERIES PTO			N/C
363-001	PTO MOUNTING, LH SIDE OF MAIN TRANSMISSION ALLISON			N/C
341-018	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN			STD
345-003	PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED			N/C
97G-004	TRANSMISSION PROGNOSTICS - ENABLED 2013			N/C
370-015	WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK			STD
346-013	TRANSMISSION OIL CHECK AND FILL WITH CROSSOVER TO CLEAR LH PTO AND DIRECT MOUNT PUMP			\$63.00
35T-001	SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)			STD

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Front Axle and Equipment				
400-1BB	DETROIT DA-F-20.0-5 20,000# FL1 71.0 KPI/3.74 DROP SINGLE FRONT AXLE	190		\$3,463.00
402-013	MERITOR 16.5X6 Q+ CAST SPIDER HEAVY DUTY CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES			\$68.00
403-002	NON-ASBESTOS FRONT BRAKE LINING			STD
419-023	CONMET CAST IRON FRONT BRAKE DRUMS			\$8.00
427-001	FRONT BRAKE DUST SHIELDS	5		\$102.00
409-006	FRONT OIL SEALS			STD
408-001	VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL			STD
416-022	STANDARD SPINDLE NUTS FOR ALL AXLES			STD
405-002	MERITOR AUTOMATIC FRONT SLACK ADJUSTERS			STD
536-055	TRW THP-60 POWER STEERING WITH RCH45 AUXILIARY GEAR	130		N/C
539-003	POWER STEERING PUMP			STD
534-003	4 QUART POWER STEERING RESERVOIR	5		N/C
533-001	OIL/AIR POWER STEERING COOLER			N/C
40T-001	MINERAL SAE 80/90 FRONT AXLE LUBE			STD
Front Suspension				
620-025	20,000# TAPERLEAF FRONT SUSPENSION	200		\$1,509.00
619-005	MAINTENANCE FREE RUBBER BUSHINGS - FRONT SUSPENSION			STD
410-001	FRONT SHOCK ABSORBERS			STD
Rear Axle and Equipment				
420-024	RS-30-185 30,000# U-SERIES SINGLE REAR AXLE		275	\$7,269.00
421-563	5.63 REAR AXLE RATIO			N/C
424-001	IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING			STD
386-074	MXL 176T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES	25	25	\$531.00
452-001	DRIVER CONTROLLED TRACTION DIFFERENTIAL - SINGLE REAR AXLE		20	\$734.00
878-018	(1) DRIVER CONTROLLED DIFFERENTIAL LOCK REAR VALVE FOR SINGLE DRIVE AXLE			N/C

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87B-005	BUZZER AND BLINKING LAMP WITH EACH MODE SWITCH, DIFFERENTIAL UNLOCK WITH IGNITION OFF, ACTIVE <5 MPH			\$5.00
423-010	MERITOR 16.5X7 P CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, CAST SHOES		20	N/C
433-002	NON-ASBESTOS REAR BRAKE LINING			STD
434-011	BRAKE CAMS AND CHAMBERS ON FORWARD SIDE OF DRIVE AXLE(S)			N/C
451-018	WEBB CAST IRON REAR BRAKE DRUMS		50	N/C
440-006	REAR OIL SEALS			STD
426-100	WABCO TRISTOP D LONGSTROKE 1-DRIVE AXLE SPRING PARKING CHAMBERS			STD
428-003	HALDEX AUTOMATIC REAR SLACK ADJUSTERS			\$44.00
41T-001	MINERAL SAE 80/90 REAR AXLE LUBE			(\$134.00)
Rear Suspension				
622-1DF	30,000# FLAT LEAF SPRING REAR SUSPENSION WITH HELPER AND RADIUS ROD		230	(\$954.00)
621-001	SPRING SUSPENSION - NO AXLE SPACERS			N/C
431-001	STANDARD AXLE SEATS IN AXLE CLAMP GROUP			N/C
623-005	FORE/AFT CONTROL RODS			N/C
Brake System				
018-002	AIR BRAKE PACKAGE			STD
490-100	WABCO 4S/4M ABS			STD
871-001	REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES			STD
904-001	FIBER BRAID PARKING BRAKE HOSE			STD
412-001	STANDARD BRAKE SYSTEM VALVES			STD
46D-002	STANDARD AIR SYSTEM PRESSURE PROTECTION SYSTEM			STD
413-002	STD U.S. FRONT BRAKE VALVE			STD
432-003	RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE			STD
480-088	WABCO SYSTEM SAVER HP WITH INTEGRAL AIR GOVERNOR AND HEATER			STD
479-003	AIR DRYER MOUNTED INBOARD ON LH RAIL			N/C
* 460-001	STEEL AIR BRAKE RESERVOIRS			STD
	MOUNT BOTH AIR TANKS 70" BOC			

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Data Code	Description	Weight Front	Weight Rear	Retail Price
607-001	CLEAR FRAME RAILS FROM BACK OF CAB TO FRONT REAR SUSPENSION BRACKET, BOTH RAILS OUTBOARD			\$218.00
477-004	PULL CABLES ON ALL AIR RESERVOIR(S)			\$3.00
Trailer Connections				
335-004	UPGRADED CHASSIS MULTIPLEXING UNIT			STD
32A-002	UPGRADED BULKHEAD MULTIPLEXING UNIT			N/C
Wheelbase & Frame				
545-595	5950MM (234 INCH) WHEELBASE			N/C
546-101	11/32X3-1/2X10-15/16 INCH STEEL FRAME (8.73MMX277.8MM/0.344X10.94 INCH) 120KSI	310	120	\$681.00
547-001	1/4 INCH (6.35MM) C-CHANNEL INNER FRAME REINFORCEMENT	180	400	\$1,000.00
552-039	1825MM (72 INCH) REAR FRAME OVERHANG			N/C
55W-007	FRAME OVERHANG RANGE: 71 INCH TO 80 INCH	-30	120	N/C
AC8-99D	CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 168.7 in			
AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 165.7 in			
AE4-99D	CALC'D FRAME LENGTH - OVERALL : 335.54 in			
FSS-0LH	CALCULATED FRAME SPACE LH SIDE : 133.99 in			N/C
FSS-0RH	CALCULATED FRAME SPACE RH SIDE : 196.65 in			N/C
553-001	SQUARE END OF FRAME			STD
550-001	FRONT CLOSING CROSSMEMBER			STD
559-003	LIGHTWEIGHT HEAVY DUTY ALUMINUM ENGINE CROSSMEMBER	-12		\$48.00
561-001	STANDARD CROSSMEMBER BACK OF TRANSMISSION			STD
562-001	STANDARD MIDSHIP #1 CROSSMEMBER(S)			STD
572-001	STANDARD REARMOST CROSSMEMBER			STD
565-001	STANDARD SUSPENSION CROSSMEMBER			STD
Chassis Equipment				
556-1AP	THREE-PIECE 14 INCH PAINTED STEEL BUMPER WITH COLLAPSIBLE ENDS	30		\$65.00
558-001	FRONT TOW HOOKS - FRAME MOUNTED	15		\$74.00
574-001	BUMPER MOUNTING FOR SINGLE LICENSE PLATE			STD

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Data Code	Description	Weight Front	Weight Rear	Retail Price
586-024	FENDER AND FRONT OF HOOD MOUNTED FRONT MUDFLAPS			STD
551-007	GRADE 8 THREADED HEX HEADED FRAME FASTENERS			STD
605-1AB	D15-16004-000 CENTER PUNCH TO MARK CENTERLINE OF REAR SUSPENSION ON FRAME WEB			\$32.00
606-294	DRLG PREP FOR SEC PER DWG SEC CHAMPION 32-36 YD, REV 2, 08/17/2018			\$104.00
Fuel Tanks				
204-215	50 GALLON/189 LITER SHORT RECTANGULAR ALUMINUM FUEL TANK - LH	20		\$348.00
218-005	RECTANGULAR FUEL TANK(S)			STD
215-005	PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS			STD
212-007	FUEL TANK(S) FORWARD			STD
664-001	PLAIN STEP FINISH			STD
205-001	FUEL TANK CAP(S)			STD
122-1H3	DETROIT FUEL/WATER SEPARATOR WITH WATER IN FUEL SENSOR	-5		N/C
216-020	EQUIFLO INBOARD FUEL SYSTEM			STD
202-016	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE			STD
Tires				
093-2CC	MICHELIN XZU-S2 315/80R22.5 20 PLY RADIAL FRONT TIRES	100		\$736.00
094-2CM	MICHELIN X WORKS XDY 315/80R22.5 20 PLY RADIAL REAR TIRES		232	\$1,472.00
Hubs				
418-060	CONMET PRESET PLUS PREMIUM IRON FRONT HUBS			STD
450-014	WEBB IRON REAR HUBS		70	N/C
Wheels				
502-579	MAXION WHEELS 10041 22.5X9.00 10-HUB PILOT 5.25 INSET 5-HAND STEEL DISC FRONT WHEELS	66		\$286.00
505-596	MAXION WHEELS 10047 22.5X9.00 10-HUB PILOT 5-HAND STEEL DISC REAR WHEELS		92	\$632.00
496-011	FRONT WHEEL MOUNTING NUTS			STD
497-011	REAR WHEEL MOUNTING NUTS			STD

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Data Code	Description	Weight Front	Weight Rear	Retail Price
495-998	NO PUSHER/TAG WHEEL MOUNTING NUTS			STD
498-009	WHEEL STUDS FOR CUSTOMER INSTALLED HUB PILOTED DUALED ALUMINUM WHEELS, ALL			N/C
Cab Exterior				
829-071	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB			STD
650-008	AIR CAB MOUNTING			\$97.00
648-002	NONREMOVABLE BUGSCREEN MOUNTED BEHIND GRILLE			\$36.00
678-001	LH AND RH GRAB HANDLES			STD
646-023	HOOD MOUNTED CHROMED PLASTIC GRILLE			\$159.00
65X-003	CHROME HOOD MOUNTED AIR INTAKE GRILLE			\$43.00
644-004	FIBERGLASS HOOD			STD
727-1AF	SINGLE 14 INCH ROUND HADLEY AIR HORN UNDER LH DECK	4		\$82.00
726-001	SINGLE ELECTRIC HORN			STD
728-001	SINGLE HORN SHIELD			N/C
657-001	DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME			STD
78G-002	KEY QUANTITY OF 2			STD
575-001	REAR LICENSE PLATE MOUNT END OF FRAME			STD
312-038	INTEGRAL HEADLIGHT/MARKER ASSEMBLY WITH CHROME BEZEL			N/C
302-047	LED AERODYNAMIC MARKER LIGHTS			\$34.00
294-021	TRUCK-LITE 3 CHAMBER MODULES WITH 45 SERIES SEALED BEAM LAMPS		5	\$211.00
300-015	STANDARD FRONT TURN SIGNAL LAMPS			STD
744-1BH	DUAL WEST COAST MOLDED-IN COLOR MIRRORS			STD
797-001	DOOR MOUNTED MIRRORS			STD
796-001	102 INCH EQUIPMENT WIDTH			STD
743-1AP	LH AND RH 8 INCH MOLDED-IN COLOR CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS			\$43.00
74B-079	RH 8 INCH STAINLESS STEEL FENDER MOUNTED CONVEX MIRROR WITH TRIPOD BRACKETS	4		\$64.00
729-001	STANDARD SIDE/REAR REFLECTORS			STD
768-043	63X14 INCH TINTED REAR WINDOW			STD

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Data Code	Description	Weight Front	Weight Rear	Retail Price
661-003	TINTED DOOR GLASS LH AND RH WITH TINTED NON-OPERATING WING WINDOWS			STD
654-003	MANUAL DOOR WINDOW REGULATORS			STD
663-013	1-PIECE SOLAR GREEN GLASS WINDSHIELD			STD
659-019	2 GALLON WINDSHIELD WASHER RESERVOIR WITHOUT FLUID LEVEL INDICATOR, FRAME MOUNTED			STD
Cab Interior				
707-1AK	OPAL GRAY VINYL INTERIOR			N/C
706-013	MOLDED PLASTIC DOOR PANEL			STD
708-026	MOLDED PLASTIC DOOR PANEL WITHOUT VINYL INSERT WITH ALUMINUM KICKPLATE LOWER DOOR			\$26.00
772-006	BLACK MATS WITH SINGLE INSULATION			STD
785-001	DASH MOUNTED ASH TRAYS AND LIGHTER			\$13.00
691-008	FORWARD ROOF MOUNTED CONSOLE WITH UPPER STORAGE COMPARTMENTS WITHOUT NETTING			N/C
694-010	IN DASH STORAGE BIN			STD
742-007	(2) CUP HOLDERS LH AND RH DASH			STD
680-006	GRAY/CHARCOAL FLAT DASH			N/C
720-002	2-1/2 LB. FIRE EXTINGUISHER	5		\$37.00
700-002	HEATER, DEFROSTER AND AIR CONDITIONER			STD
701-001	STANDARD HVAC DUCTING			STD
703-005	MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH			STD
170-015	STANDARD HEATER PLUMBING			STD
130-041	VALEO HEAVY DUTY A/C REFRIGERANT COMPRESSOR			STD
702-002	BINARY CONTROL, R-134A			STD
739-033	STANDARD INSULATION			STD
285-013	SOLID-STATE CIRCUIT PROTECTION AND FUSES			STD
280-007	12V NEGATIVE GROUND ELECTRICAL SYSTEM			STD
324-014	DOMELIGHT WITH 3-WAY SWITCH ACTIVATED BY LH AND RH DOORS			N/C
655-001	CAB DOOR LATCHES WITH MANUAL DOOR LOCKS			STD
722-002	TRIANGULAR REFLECTORS WITHOUT FLARES	10		\$24.00

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Data Code	Description	Weight Front	Weight Rear	Retail Price
756-338	BASIC ISRINGHAUSEN HIGH BACK AIR SUSPENSION DRIVERS SEAT WTIH MECHANICAL LUMBAR AND INTEGRATED CUSHION EXTENSION	30		\$167.00
760-338	BASIC ISRINGHAUSEN HIGH BACK AIR SUSPENSION PASSENGER SEAT WTIH MECHANICAL LUMBAR AND INTEGRATED CUSHION EXTENSION	25	10	\$255.00
759-005	DUAL DRIVER AND PASSENGER SEAT ARMRESTS	8		\$134.00
711-004	LH AND RH INTEGRAL DOOR PANEL ARMRESTS			STD
758-036	VINYL WITH VINYL INSERT DRIVER SEAT			STD
761-036	VINYL WITH VINYL INSERT PASSENGER SEAT			STD
763-102	HIGH VISIBILITY ORANGE SEAT BELTS			\$13.00
532-027	ADJUSTABLE STEERING COLUMN, SUPPLIER CONVERSION TO LH AND RH ADJUSTABLE TILT STEERING COLUMNS	10		\$275.00
540-015	4-SPOKE 18 INCH (450MM) STEERING WHEEL			N/C
765-002	DRIVER AND PASSENGER INTERIOR SUN VISORS			STD

Instruments & Controls

732-004	GRAY DRIVER INSTRUMENT PANEL			N/C
734-004	GRAY CENTER INSTRUMENT PANEL			N/C
87L-003	ENGINE REMOTE INTERFACE WITH PARK BRAKE AND NEUTRAL INTERLOCKS			N/C
870-001	BLACK GAUGE BEZELS			N/C
486-001	LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM			STD
840-002	2 INCH PRIMARY AND SECONDARY AIR PRESSURE GAUGES			N/C
198-002	INTAKE MOUNTED AIR RESTRICTION INDICATOR WITH GRADUATIONS			\$12.00
149-013	ELECTRONIC CRUISE CONTROL WITH SWITCHES IN LH SWITCH PANEL			N/C
156-007	KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY			STD
811-042	ICU3S, 132X48 DISPLAY WITH DIAGNOSTICS, 28 LED WARNING LAMPS AND DATA LINKED			N/C
160-038	HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH			STD
844-001	2 INCH ELECTRIC FUEL GAUGE			STD

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Data Code	Description	Weight Front	Weight Rear	Retail Price
148-073	ENGINE REMOTE INTERFACE FOR REMOTE THROTTLE			\$88.00
163-001	ENGINE REMOTE INTERFACE CONNECTOR AT BACK OF CAB			N/C
856-001	ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE			STD
864-005	TRANSMISSION OIL TEMPERATURE INDICATOR LIGHT			(\$28.00)
830-017	ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY			STD
372-051	CUSTOMER FURNISHED AND INSTALLED PTO CONTROLS			N/C
852-002	ELECTRIC ENGINE OIL PRESSURE GAUGE			STD
679-998	NO OVERHEAD INSTRUMENT PANEL			(\$69.00)
746-137	AM/FM/WB WORLD TUNER RADIO WITH BLUETOOTH, USB AND AUXILIARY INPUTS, J1939	10		\$490.00
747-001	DASH MOUNTED RADIO			N/C
750-002	(2) RADIO SPEAKERS IN CAB			N/C
753-001	AM/FM ANTENNA MOUNTED ON FORWARD LH ROOF			\$47.00
748-001	POWER AND GROUND STUDS IN/UNDER DASH			\$13.00
810-027	ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER			STD
817-001	STANDARD VEHICLE SPEED SENSOR			STD
812-001	ELECTRONIC 3000 RPM TACHOMETER			STD
162-011	IDLE LIMITER, ELECTRONIC ENGINE			N/C
836-015	DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY			STD
660-008	SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY			STD
304-001	MARKER LIGHT SWITCH INTEGRAL WITH HEADLIGHT SWITCH			N/C
882-009	ONE VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR			STD
299-013	SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, WASHER/WIPER AND HAZARD IN HANDLE			N/C
298-039	INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH HAZARD LAMPS OVERRIDING STOP LAMPS			STD

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Design				
065-000	PAINT: ONE SOLID COLOR			STD
Color				
980-3F6	CAB COLOR A: N0006EA WHITE ELITE SS			N/C
986-020	BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT			STD
962-972	POWDER WHITE (N0006EA) FRONT WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)			STD
966-972	POWDER WHITE (N0006EA) REAR WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)			STD
964-6Z7	BUMPER PAINT: FP24812 ARGENT SILVER DUPONT FLEX			STD
963-003	STANDARD E COAT/UNDERCOATING			STD
Certification / Compliance				
996-001	U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS			STD
Secondary Factory Options				
99B-001	SHIP TO FONTAINE (MOUNT HOLLY, NC) PRIOR TO DELIVERY			N/C
Raw Performance Data				
AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 165.7 in			
Sales Programs				
PMY-2G5	BUSINESS QUOTE SALES PROGRAM			N/C

TOTAL VEHICLE SUMMARY

Adjusted List Price

Adjusted List Price ** \$147,382.00

Weight Summary

	Weight Front	Weight Rear	Total Weight
Factory Weight ⁺	8030 lbs	5287 lbs	13317 lbs

Application Version 11.6.707
 Data Version PRL-26M.028
 2023 24YD ASL 20K 30K



12/22/2021 3:43 PM

Page 15 of 19

Prepared for:
Josh Stringer
SANSOM EQUIPMENT
COMPANY
2800 POWELL AVE S
BIRMINGHAM, AL 35233
Phone: 205-401-4040

Prepared by:
Tanner Malone
EMPIRE TRUCK SALES LLC
RICHLAND
373 HIGHWAY 49 SOUTH
RICHLAND JACKSON, MS
39218
Phone: 6019687004

Total Weight ⁺	8030 lbs	5287 lbs	13317 lbs
---------------------------	----------	----------	-----------

ITEMS NOT INCLUDED IN ADJUSTED LIST PRICE

Other Factory Charges

PNZ-002	CARB22 BASE WARRANTY DD8 DS/B6.7/ L9 >=330	\$1,670.00
PMV-021	GHG21 ENHANCEMENT PRICE	\$510.00
RAG-020	CUMMINS TARIFF CHARGE - \$205	\$205.00
RFY-022	FRONT TIRE SURCHARGE	\$50.00
RFU-022	REAR TIRE SURCHARGE	\$100.00
RFZ-023	MY23 PRODUCTION COST SURCHARGE	\$2,900.00
P73-2FT	STANDARD DESTINATION CHARGE	\$2,700.00

(+) Weights shown are estimates only.

If weight is critical, contact Customer Application Engineering.

(**) Prices shown do not include taxes, fees, etc... "Net Equipment Selling Price" is located on the Quotation Details Proposal Report.

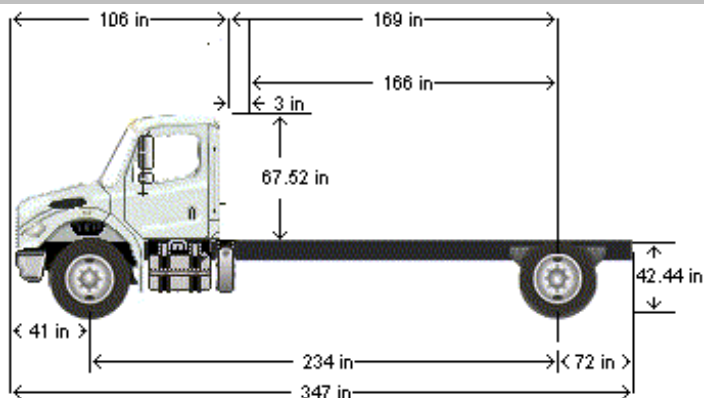
(***) All cost increases for major components (Engines, Transmissions, Axles, Front and Rear Tires) and government mandated requirements, tariffs, and raw material surcharges will be passed through and added to factory invoices.



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 39218
 Phone: 6019687004

DIMENSIONS



VEHICLE SPECIFICATIONS SUMMARY - DIMENSIONS

Model	M2106
Wheelbase (545)	5950MM (234 INCH) WHEELBASE
Rear Frame Overhang (552)	1825MM (72 INCH) REAR FRAME OVERHANG
Fifth Wheel (578)	NO FIFTH WHEEL
Mounting Location (577)	NO FIFTH WHEEL LOCATION
Maximum Forward Position (in)	0
Maximum Rearward Position (in)	0
Amount of Slide Travel (in)	0
Slide Increment (in)	0
Desired Slide Position (in)	0.0
Cab Size (829)	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
Sleeper (682)	NO SLEEPER BOX/SLEEPER CAB
Exhaust System (016)	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH HORIZONTAL TAILPIPE EXITING FORWARD OF REAR TIRES

TABLE SUMMARY - DIMENSIONS

Prepared for:
 Josh Stringer
 SANSOM EQUIPMENT
 COMPANY
 2800 POWELL AVE S
 BIRMINGHAM, AL 35233
 Phone: 205-401-4040

Prepared by:
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Dimensions	Inches
Bumper to Back of Cab (BBC)	106.3
Bumper to Centerline of Front Axle (BA)	40.7
Min. Cab to Body Clearance (CB)	3.0
Back of Cab to Centerline of Rear Axle(s) (CA)	168.7
Effective Back of Cab to Centerline of Rear Axle(s) (Effective CA)	165.7
Back of Cab Protrusions (Exhaust/Intake) (CP)	2.0
Back of Cab Protrusions (Side Extenders/Trim Tab) (CP)	0.0
Back of Cab Protrusions (CNG Tank)	0.0
Back of Cab Clearance (CL)	3.0
Back of Cab to End of Frame	240.6
Cab Height (CH)	67.5
Wheelbase (WB)	234.3
Frame Overhang (OH)	71.9
Overall Frame Length	335.5
Overall Length (OAL)	346.9
Rear Axle Spacing	0.0
Unladen Frame Height at Centerline of Rear Axle	42.4

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.

Title:	ONE OR MORE CHASSIS MOUNTED 24 YD AUTOMATED SIDE LOADING REFUSE COLLECTION TRUCK
Agency:	Mississippi > City of Hattiesburg
Start date:	10-Jan-2022 10:30:00 AM
End date:	10-Jan-2022 11:00:00 AM

BidID	Username	Bid Amount	Bid Submittal Date/Time	First Name	Last Name	Company name	Email Address	Phone Number
64022	MSSALES	269000.0000	10-Jan-2022 10:45:08 AM	Dustin	Jones	Sansom Equipment Company	dustinjones@secequip.com	6019661266
64021	EMPIREMISSISSIPPI	270000.0000	10-Jan-2022 10:44:14 AM	Tanner	Malone	Empire Truck Sales	tanner.malone@empiretruck.com	6019687004
64020	MSSALES	270250.0000	10-Jan-2022 10:43:33 AM	Dustin	Jones	Sansom Equipment Company	dustinjones@secequip.com	6019661266
64019	EMPIREMISSISSIPPI	270500.0000	10-Jan-2022 10:40:43 AM	Tanner	Malone	Empire Truck Sales	tanner.malone@empiretruck.com	6019687004
64018	MSSALES	271000.0000	10-Jan-2022 10:39:54 AM	Dustin	Jones	Sansom Equipment Company	dustinjones@secequip.com	6019661266
64017	EMPIREMISSISSIPPI	272000.0000	10-Jan-2022 10:39:10 AM	Tanner	Malone	Empire Truck Sales	tanner.malone@empiretruck.com	6019687004
64016	MSSALES	273000.0000	10-Jan-2022 10:36:19 AM	Dustin	Jones	Sansom Equipment Company	dustinjones@secequip.com	6019661266
64015	EMPIREMISSISSIPPI	274600.0000	10-Jan-2022 10:35:45 AM	Tanner	Malone	Empire Truck Sales	tanner.malone@empiretruck.com	6019687004



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, January 18, 2022

Re: Acknowledge bids received on January 10, 2022 for one (1) or more Chassis Mounted 24 Yard Automated Side loading Refuse Collection Truck and accept the bid of Sansom Equipment Corporation in the amount of \$269,000.00.
File Number: 2022-25
Minute Book #

Summary

Recommendation Statement

Please place this on the January 18, 2022 City Council meeting for consideration.



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, February 8, 2022

Re: Approve Contract with Neel-Schaffer, Inc. for engineering services related to the MidTown Streetscapes Improvement Project and authorize the Mayor to execute in duplicate.
File Number: 2022-67
Minute Book #

Summary

Approve contract with Neel-Schaffer, Inc. for engineering services related to the MidTown Streetscapes Improvement Project and authorize the mayor to execute in duplicate.

Recommendation Statement

I recommend approval of this item.

Please place this on the February 8, 2022 City Council meeting for consideration.

January 10, 2022

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

RE: MIDTOWN STREETSCAPE IMPROVEMENTS PROJECT
AGREEMENT FOR PROFESSIONAL SERVICES ON
THE CITY FUNDED PORTION OF THE PROJECT

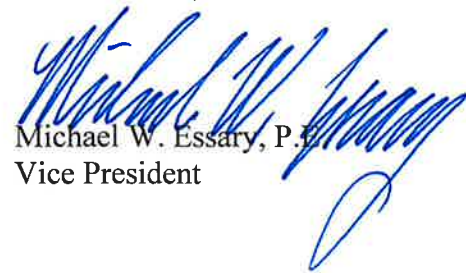
Dear Mayor Barker:

Neel-Schaffer is pleased to offer our professional services to the City of Hattiesburg in reference to the MidTown Streetscape Improvements Project. Our services will be provided for a fixed fee of \$461,000.00 and will be in accordance with Exhibit A – Scope of Work, Exhibit B – Project Map and Exhibit C – General Terms and Conditions, which are attached hereto and made part of this Letter Agreement.

Please indicate your acceptance of this Agreement by executing all three (3) original documents and returning one to our office. Thank you for the opportunity to be of continued service to the City of Hattiesburg.

Sincerely,

Neel-Schaffer, Inc.


Michael W. Essary, P.E.
Vice President

ACCEPTED:

BY: _____ DATE: _____

Attachments

EXHIBIT A
Scope of Work

I - Items included in our Scope of Work:

1. Topographic Survey (Including locating existing ROW)
2. Development of Construction Plans and Specifications
3. Development of Final Cost Estimate and Bid Documents
4. Bidding and Award Assistance
5. Construction Administration

II- Items NOT included in our Scope of Work:

1. Right-of-Way Acquisition Services
2. Environmental, Cultural or Historical Assessments

EXHIBIT B - PROJECT MAP



Jones Development at Midtown Proposed Streetscape Improvements - Other Funding
City of Hattiesburg, Mississippi

EXHIBIT C
GENERAL TERMS AND CONDITIONS
PROFESSIONAL SERVICES

1. **Relationship between Consultant and Client.** Neel Schaffer, Inc. ("Consultant") shall serve as the Client's professional consultant in those phases of the Project to which this Agreement applies. The relationship is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other. Consultant shall not be considered to be the agent or fiduciary of the Client.

contractor's failure to furnish and perform its work in accordance with the plans and specifications.

In the event Consultant's scope of services does not include the observation and monitoring of work performed by Client's separate contractors, the Client assumes all responsibility for construction observation, and Client waives any claims against Consultant arising therefrom.
2. **Responsibility of Consultant.** Consultant will perform services under this Agreement in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions (the "Standard of Care"). No other representation, warranty or guarantee, express or implied, is included or intended in this Agreement or in any report, opinion, document, or otherwise.
3. **Responsibility of the Client.** Client shall provide all information and criteria as to its requirements for the Project, including budgetary limitations. Client shall arrange for Consultant to enter upon public and private property and obtain all necessary approvals required from all governmental authorities having jurisdiction over the Project. Client shall give prompt written notice to Consultant whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of Consultant's services.

The Client shall promptly report to the Consultant any defects or suspected defects in the Consultant's services of which the Client becomes aware, so that Consultant may take measures to minimize the consequences of such a defect. Should legal liability for the defects exist, failure by the Client to notify the Consultant shall relieve the Consultant of any liability for costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.
4. **Construction Phase Services.** If Consultant's scope of services includes the observation and monitoring of work performed by Client's separate contractors, Consultant shall provide personnel to observe and monitor the work in accordance with the Standard of Care in order to ascertain that it is being performed, in general, in accordance with the plans and specifications. Consultant shall not supervise, direct, or have control over the contractor's work. Consultant shall not have authority over or responsibility for construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the work of the contractor. Consultant does not guarantee the performance of the construction contract by the contractor and does not assume responsibility for the
5. **Designation of Authorized Representatives.** Each party shall designate one or more persons to act with authority on its behalf with respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the party.
6. **Ownership of Documents.** All reports, notes, drawings, specifications, data, calculations, and other documents, including those in electronic form prepared by Consultant are instruments of Consultant's service that shall remain Consultant's property. The Client agrees not to use Consultant generated documents for projects other than the project for which the documents were prepared by Consultant, or for future modifications to the Project, without Consultant's express written permission. Any reuse or distribution to third parties without such express written permission or project-specific adaptation by Consultant will be at the Client's sole risk and without liability to Consultant or its employees, subsidiaries, and subconsultants.
7. **Opinion of Costs.** When required as a part of its scope of services, Consultant will furnish opinions or estimates of construction cost on the basis of Consultant's experience and qualifications, but Consultant does not guarantee the accuracy of such estimates. The parties recognize that Consultant has no control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices.
8. **Changes or Delays.** In the event new developments or circumstances beyond the control of Consultant require a change in the scope of services or schedule, Consultant shall be entitled to an equitable adjustment to the fee and/or schedule. Such events include, but are not limited to, unreasonable delays caused by Client's failure to provide specified direction or information, delays caused by Client's other contractors or consultants, or if Consultant's failure to perform is due to any act of God, labor shortage, fire, inclement weather, act of governmental authority, failure of transportation, accident, power failure, or interruption or any other cause beyond the reasonable control of Consultant.

EXHIBIT C
GENERAL TERMS AND CONDITIONS
PROFESSIONAL SERVICES

9. **Suspension of Services.** Client may, at any time, by written notice, suspend further services by Consultant. Upon receipt of such notice, Consultant shall take all reasonable steps to mitigate costs allocable to the suspended services. Client, however, shall pay all reasonable and necessary costs associated with such suspension including the cost of assembling documents, personnel and equipment, rescheduling or reassignment costs necessary to maintain continuity and the staff required to resume the services upon expiration of the suspension. Consultant will not be obligated to provide the same personnel in the event the period of any suspension exceeds 30 days.
10. **Termination.** This Agreement may be terminated by either party upon 30 days' written to the other party. Upon such termination, Client shall pay Consultant for all services performed up to the date of termination. If Client is the terminating party, Client shall pay Consultant all reasonable cost and expenses incurred by Consultant in effecting the termination, including but not limited to non-cancellable commitments and demobilization costs, if any.
11. **Indemnification.** Consultant shall indemnify and hold harmless Client from and against those damages and costs (including reasonable attorneys' fees) that Client incurs as a result of third party claims for personal injury or property damage to the extent caused by the negligent acts, errors or omissions of Consultant.
- To the fullest extent permitted by law, Client shall indemnify and hold harmless Consultant from and against those damages and costs (including reasonable attorneys' fees) that Consultant incurs as a result of third party claims for personal injury or property damage to the extent caused by the negligent acts, errors or omissions of Client.
12. **Legal Proceedings.** In the event Consultant or its employees are required by Client to provide testimony, answer interrogatories, produce documents or otherwise provide information in relation to any litigation, arbitration, proceeding or other inquiry arising out of Consultant's services, where Consultant is not a party to such proceeding, Client will compensate Consultant for its services and reimburse Consultant for all related direct costs incurred in connection with providing such testimony or information. This provision shall not apply in the event Client engages Consultant to provide expert testimony or litigation support, which services shall be the subject of a separate agreement or an amendment to this Agreement.
13. **Successors and Assigns.** The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns;
- provided however, that neither party shall assign this Agreement in whole or in part without the prior written consent of the other party.
14. **Insurance.** Consultant agrees to maintain the following insurance coverage with the following limits of insurance during the performance of Consultant's work hereunder:
- (a) Commercial General Liability insurance with standard ISO coverage and available limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate;
 - (b) Automobile Liability insurance with standard ISO coverage and available combined single limits of \$1,000,000 per accident;
 - (c) Worker's Compensation insurance with limits as required by statute and Employer's Liability insurance with limits of \$1,000,000 per employee for bodily injury by accident/\$1,000,000 per employee for bodily injury by disease/\$1,000,000 policy limit for disease; and
 - (d) Professional Liability insurance covering Consultant's negligent acts, errors, or omissions in the performance of professional services with available limits of \$1,000,000 per claim and annual aggregate.
- Consultant shall provide evidence of procuring the above insurance coverages by delivering a certificate of insurance to Client prior to the start of Consultant's work and annually upon renewal of coverage. Consultant shall cause Client to be named as an additional insured on Consultant's commercial general liability policy, which shall be primary and noncontributory.
15. **Information Provided by the Client.** Consultant shall be entitled to rely upon, without liability, the accuracy and completeness of any and all information provided by Client, without the obligation of independent verification.
16. **Consequential Damages.** Neither Client nor Consultant shall be liable to the other or shall make any claim for any special, incidental, indirect or consequential damages arising out of, or connected in any way to the Project or this Agreement. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of reputation, loss of business or diminution of property value and shall apply regardless of legal theory such damages are alleged including negligence, strict liability, breach of contract and breach of warranty.
17. **Payment.** Unless agreed to otherwise, Consultant shall submit monthly invoices to the Client. Payment in full

EXHIBIT C
GENERAL TERMS AND CONDITIONS
PROFESSIONAL SERVICES

shall be due upon receipt of the invoice. Payment of any invoices by the Client shall be taken to mean that the Client is satisfied with the Consultant's services to the date of the payment and is not aware of any deficiencies in those services. If payments are delinquent after 30 days from invoice date, the Client agrees to pay interest on the unpaid balance at the rate of one percent (1%) per month. If the Client fails to make payments; then Consultant, after giving seven (7) days written notice to the Client, may suspend services until the Client has paid in full all amounts due for services, expenses, and other related charges without recourse to the Client for loss or damage caused by such suspension. The Client waives any and all claims against the Consultant for any such suspension. Payment for Consultant's services is not contingent on any factor, except the Consultant's ability to provide services in a manner consistent with that Standard of Care. Payment of invoices shall not be subject to any discounts, set-offs or back-charges unless agreed to in writing by both parties. If the Client contests an invoice, the Client may withhold only that portion so contested and shall pay the undisputed portion, after the Client has notified Consultant in writing within 30 days of receiving the invoice and shall identify the specific cause of the disagreement and the amount in dispute.

18. **Force Majeure.** Neither Client nor Consultant shall be liable for any fault or delay caused by any contingency beyond their control, including but not limited to, acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
19. **Compliance with Laws.** To the extent they apply to its employees or its services, Consultant shall exercise due professional care to comply with all applicable laws, including ordinances of any political subdivisions or governing agencies.
20. **Invalid Terms.** If any provisions of this Agreement are held to be invalid or unenforceable, the remaining provisions shall be valid and binding as if the unenforceable provisions were never included in the Agreement.
21. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state where the services are performed.
22. **Dispute Resolution.** All disputes, controversies or claims, of whatever kind or character, between the Parties, their agents and/or principals, arising out of or in connection with the subject matter of this Agreement shall be litigated in a court of competent jurisdiction.
23. **Additional Services.** Consultant shall be entitled to an equitable adjustment of its fee for services resulting from significant changes in the general scope, extent or

character of the Project or its design including, but not limited to, changes in size, complexity, Client's schedule, construction schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or other documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond Consultant's control.

24. **Amendment.** This Agreement may only be amended in writing and where such amendment is executed by a duly authorized representatives of each party.
25. **Entire Understanding of Agreement.** This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and Consultant hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of this Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.
26. **Survival of Provisions.** The provisions of this Agreement shall continue to be binding upon the parties hereto notwithstanding termination of this Agreement for any reason.
27. **Nonwaiver.** No waiver by a party of any provision of this Agreement shall be deemed to have been made unless in writing and signed by such party.
28. **Identity of Project Owner.** Within ten (10) days of the entry of this Agreement, Client, if Client is not the Project Owner, shall provide to Consultant the Project Owner's full legal name; Project Owner's physical address; Project Owner's mailing address; and the name, physical address and mailing address of the Client's point of contact with the Owner for the Project.
29. **Conflicting Terms.** In the event that there are multiple agreements with varying or conflicting terms and conditions between Client and Consultant, the terms and conditions contained in this Agreement shall supersede and have precedence over any other conflicting terms and conditions contained in any other written or oral agreement.
30. **Course of Dealing.** Client and Consultant agree that these General Terms and Conditions establish a course of dealing between them and shall apply to this and all

EXHIBIT C
GENERAL TERMS AND CONDITIONS
PROFESSIONAL SERVICES

other services, projects, agreements or dealings between the them, unless Client or Consultant gives the other written notice of objection to any term or condition before commencement of performance in connection with any other provision of services or projects involving the two of them.

31. **PROFESSIONAL SERVICES IN FLORIDA.** IN THE EVENT ANY PROFESSIONAL SERVICES ARE PROVIDED WITHIN THE STATE OF FLORIDA, IT IS EXPRESSLY AGREED BY THE PARTIES THAT AN INDIVIDUAL DESIGN PROFESSIONAL WHO IS AN AGENT OR EMPLOYEE OF CONSULTANT MAY NOT BE HELD PERSONALLY OR INDIVIDUALLY LIABLE FOR ANY DAMAGES RESULTING FROM NEGLIGENCE ARISING OUT OF CONSULTANT'S PERFORMANCE OF THIS AGREEMENT, AS PROVIDED IN FLORIDA STATUTES SECTION 558.0035, AS AMENDED.

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Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, February 8, 2022

Re: Approve Letter Agreement with Right-of-Way Technology, Inc. for right-of-way services related to the Hall Avenue West Overpass Project (LPA 108639-802000) and authorize the Mayor to execute in duplicate.
File Number: 2022-66
Minute Book #

Summary

Approve Letter Agreement with Right-of-Way Technology, Inc. for right-of-way services related to the Hall Avenue West Overpass project (LPA 108639-802000); Authorize the mayor to execute in duplicate.

Recommendation Statement

I recommend approval of this item.

Please place this on the February 8, 2022 City Council meeting for consideration.

**LETTER OF ENGAGEMENT
TO PROVIDE
RIGHT OF WAY SERVICES**

FOR

**CITY OF HATTIESBURG, MISSISSIPPI
HALL AVENUE WEST LPA 108639-802000**

JANUARY 19, 2022

Real Property Acquisition - \$3,200 per parcel of 3 parcels for a total of \$9,600.

Relocation Assistance - \$5,500 per displacement for residential owners and tenants of 2 displacements for a total of \$11,000 for moving and replacement housing relocation assistance advisory services.

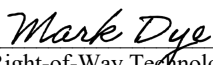
Relocation Assistance - \$5,500 per displacement for a business landlord displacement of 1 displacement for a total of \$5,500 for moving, searching, and reestablishment relocation assistance advisory services.

Relocation Assistance - \$2,000 per displacement for a miscellaneous personal property move of 1 displacement for a total of \$2,000 for moving relocation assistance advisory services.

Fees total \$28,100, but this amount may increase or decrease based on the number of services actually provided at the rates listed above.

Real property acquisition and relocation assistance advisory services will be provided in accordance with MDOT's Local Public Agency Right of Way Operations Manual. The City of Hattiesburg is responsible for approval and payment of acquisition compensation to owners and eligible relocation expenses to displaced persons.

I certify that this letter of engagement is true, correct, and will remain in effect for completion of the services listed above.



Right-of-Way Technology, Inc.
Mark Dye, President
593 Risher Road
Carthage, MS 39051
601-650-0800

*Submitted to Lamar Rutland, P.E. on 01/18/2022
lrutland@hattiesburgms.com*

Approved: City of Hattiesburg, MS
By: Toby Barker, Mayor



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, February 8, 2022

Re: Approve Lighting Agreement with Mississippi Power Company for additional lighting at 102 City Park Circle with a monthly increase of \$8.43, and authorize the Mayor to execute the same.
File Number: 2022-62
Minute Book #

Summary

Approve Lighting Agreement with Mississippi Power Company for additional lighting at 102 City Park Circle with a monthly increase of \$8.43, and authorize the Mayor to execute the same.

Recommendation Statement

I recommend approval of lighting agreement.

Please place this on the February 8, 2022 City Council meeting for consideration.

DATE: 1/27/22

RE: STREET LIGHT REQUEST AND AUTHORIZATION LETTER

FROM: CITY/TOWN OF Hattiesburg PHONE: _____

AUTHORIZED SIGNATURE _____ DATE: _____

DEVELOPER NAME _____ ACCOUNT # 598418200

DEVELOPER SIGNATURE _____ DATE: _____

DATE GOVERNMENTAL AUTHORITY TO TAKE OWNERSHIP OF PAYMENT: _____

Attach a plat for development.

TO: MISSISSIPPI POWER COMPANY, ATTN. :(MPC LIGHTING SERVICES) P.O. Box 4079,

Gulfport, MS 39502 or Email: (G2MPCLSVC@southernco.com)

DATE MAIL/EMAIL RECEIVED _____

INSTRUCTIONS: INSTALL STREET LIGHTS AS NOTED IN THE SCHEDULE BELOW. CONSIDER THIS YOUR AUTHORIZATION TO BILL THE NEW LIGHTS UNDER THE TERMS OF THE CURRENTLY APPLICABLE STREET LIGHT RATE (SL) AS APPROVED BY THE MISSISSIPPI PUBLIC SERVICE COMMISSION.

PLEASE TAKE NOTICE: By and through Developer's request and execution hereof, Developer acknowledges and agrees that any electric lighting service for outdoor lighting is subject to MPC's Rules Governing Electric Service and MPC's Outdoor Lighting Electric Rate Schedule (OL). Developer understands and agrees that OL provides for a three (3) year minimum term for lighting (other than special lighting) and Developer shall be liable to MPC for all service under the rate schedule until termination, provided however that Developer shall, in no event, be excused from liability for service during the applicable minimum term. MPC shall be entitled to pursue any and all available legal remedies in the event Developer, or Developer's successors or assigns, fails to make any and all payments as and when due during the term of service.

TYPE LIGHT	NUMBER TO INSTALL (I) NUMBER TO REMOVE (R)	LOCATION AND COMMENTS
COBRA HEAD FIXTURES		
100 WATT HPS	_____	_____
150 WATT HPS	_____	_____
250 WATT HPS	_____	_____
400 WATT HPS	_____	_____
1000 WATT HPS	_____	_____
350 WATT MH	_____	_____
LED FIXTURES		
90 WATT LED	_____	_____
110 WATT LED	_____	_____
190 WATT LED	_____	_____
280 WATT LED	_____	_____
OTHER FIXTURES		
<u>50 Watt LED</u>	<u>1 - 1</u>	<u>102 City Park Cir \$8.43</u>
_____	_____	<u>We can install on existing pole close to this address</u>
_____	_____	_____

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

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

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



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, February 8, 2022

Re: Approve the upgrade of certain Southern Pine Electric street lights within the city limits to LED lights with a monthly increase in billing of \$312.70 and authorize the Mayor to execute in duplicate.
File Number: 2022-63
Minute Book #

Summary

Approve the upgrade of certain Southern Pine Electric street lights within the city limits to LED lights with a monthly increase in billing of \$312.70; Authorize mayor to execute in duplicate.

Recommendation Statement

I recommend approval of this item.

Please place this on the February 8, 2022 City Council meeting for consideration.

SOUTHERN PINE ELECTRIC

P O BOX 60

TAYLORSVILLE, MS 39168

PHONE 601-452-8027

MIKE KENNEDY - DISTRICT MANAGER

City of Hattiesburg Street Lights					Acct. 7000212002			
Pole	Map Number	Physical Location	Light Descriptions		Trans.	Arm	Extg. Cost	New Cost
			Existing	New				
1	6907910022	N Beverly Hills Rd	100 HPS, \$ 7.70	LR70 - \$ 13.60		\$ 1.00	\$ 8.70	\$ 14.60
2	6907910024	N Beverly Hills Rd	100 HPS, \$ 7.70	LR70 - \$ 13.60		\$ 1.00	\$ 8.70	\$ 14.60
3	6907910025	N Beverly Hills Rd	100 HPS, \$ 7.70	LR70 - \$ 13.60		\$ 1.00	\$ 8.70	\$ 14.60
4	6907910031	N Beverly Hills Rd	100 HPS, \$ 7.70	LR70 - \$ 13.60		\$ 1.00	\$ 8.70	\$ 14.60
5	6907910006	Lake Estates Dr	100 HPS, \$ 7.70	LR70 - \$ 13.60	\$ 4.00	\$ 1.00	\$ 12.70	\$ 18.60
6	6907910030	Lake Estates Dr	100 HPS, \$ 7.70	LR70 - \$ 13.60	\$ 4.00	\$ 1.00	\$ 12.70	\$ 18.60
7	6907910028	Lake Estates Dr	100 HPS, \$ 7.70	LR70 - \$ 13.60		\$ 1.00	\$ 8.70	\$ 14.60
8	6907910009	Lake Estates Dr	100 HPS, \$ 7.70	LR70 - \$ 13.60		\$ 1.00	\$ 8.70	\$ 14.60
9	6907900005	Lake Estates Dr	100 HPS, \$ 7.70	LR70 - \$ 13.60		\$ 1.00	\$ 8.70	\$ 14.60
10	6907900002	N Beverly Hills Rd	100 HPS, \$ 7.70	LR70 - \$ 13.60		\$ 1.00	\$ 8.70	\$ 14.60
11	6907900018	Lake Estates Dr	100 HPS, \$ 7.70	LR70 - \$ 13.60		\$ 1.00	\$ 8.70	\$ 14.60
12	6907900005	Lake Estates Dr	100 HPS, \$ 7.70	LR70 - \$ 13.60		\$ 1.00	\$ 8.70	\$ 14.60
13	6907900048	Lake Estates Dr	100 HPS, \$ 7.70	LR70 - \$ 13.60		\$ 1.00	\$ 8.70	\$ 14.60
14	6907900019	Pine Tree Dr	40 LED \$ 7.70	LR70 - \$ 13.60	\$ 4.00	\$ 1.00	\$ 12.70	\$ 18.60
15	7007100006	ClassicDr	100 HPS, \$ 7.70	LR70 - \$ 13.60			\$ 7.70	\$ 13.60
16	7007010022	ClassicDr	100 HPS, \$ 7.70	LR70 - \$ 13.60	\$ 4.00		\$ 11.70	\$ 17.60
17	7007010034	ClassicDr	100 HPS, \$ 7.70	LR70 - \$ 13.60	\$ 4.00		\$ 11.70	\$ 17.60
18	7007000088	ClassicDr	100 HPS, \$ 7.70	LR70 - \$ 13.60	\$ 4.00		\$ 11.70	\$ 17.60
19	7007000003	ClassicDr	100 HPS, \$ 7.70	LR70 - \$ 13.60			\$ 7.70	\$ 13.60
20	7007100012	ClassicDr	100 HPS, \$ 7.70	LR70 - \$ 13.60			\$ 7.70	\$ 13.60
21	7007100004	ClassicDr	100 HPS, \$ 7.70	LR70 - \$ 13.60			\$ 7.70	\$ 13.60
22	7007100006	ClassicDr	100 HPS, \$ 7.70	LR70 - \$ 13.60			\$ 7.70	\$ 13.60
23	7007100007	ClassicDr	100 HPS, \$ 7.70	LR70 - \$ 13.60			\$ 7.70	\$ 13.60
24	7007100003	ClassicDr	100 HPS, \$ 7.70	LR70 - \$ 13.60			\$ 7.70	\$ 13.60
25	7007100008	ClassicDr	100 HPS, \$ 7.70	LR70 - \$ 13.60			\$ 7.70	\$ 13.60
26	7007200027	Classic Dr	100 HPS, \$ 7.70	LR70 - \$ 13.60	\$ 4.00		\$ 11.70	\$ 17.60
27	7007200014	ClassicDr	100 HPS, \$ 7.70	LR70 - \$ 13.60			\$ 7.70	\$ 13.60
28	7007200026	ClassicDr	100 HPS, \$ 7.70	LR70 - \$ 13.60			\$ 7.70	\$ 13.60
29	7007200030	ClassicDr	100 HPS, \$ 7.70	LR70 - \$ 13.60			\$ 7.70	\$ 13.60
30	7007200025	J ED Turner	100 HPS, \$ 7.70	LR70 - \$ 13.60	\$ 4.00	\$ 1.00	\$ 12.70	\$ 18.60
31	7007200010	J ED Turner	100 HPS, \$ 7.70	LR70 - \$ 13.60		\$ 1.00	\$ 8.70	\$ 14.60
32	7007200024	J ED Turner	100 HPS, \$ 7.70	LR70 - \$ 13.60	\$ 4.00	\$ 1.00	\$ 12.70	\$ 18.60
33	7007200009	J ED Turner	100 HPS, \$ 7.70	LR70 - \$ 13.60	\$ 4.00	\$ 1.00	\$ 12.70	\$ 18.60
34	7007200038	J ED Turner	100 HPS, \$ 7.70	LR70 - \$ 13.60		\$ 1.00	\$ 8.70	\$ 14.60
35	7006290009	J ED Turner	100 HPS, \$ 7.70	LR70 - \$ 13.60	\$ 4.00	\$ 1.00	\$ 12.70	\$ 18.60
36	7006290006	J ED Turner	100 HPS, \$ 7.70	LR70 - \$ 13.60		\$ 1.00	\$ 8.70	\$ 14.60
37	7006200005	J ED Turner	100 HPS, \$ 7.70	LR70 - \$ 13.60		\$ 1.00	\$ 8.70	\$ 14.60
38	7006290004	J ED Turner	100 HPS, \$ 7.70	LR70 - \$ 13.60		\$ 1.00	\$ 8.70	\$ 14.60
39	7006290003	J ED Turner	100 HPS, \$ 7.70	LR70 - \$ 13.60		\$ 1.00	\$ 8.70	\$ 14.60
40	7006280008	J ED Turner	100 HPS, \$ 7.70	LR70 - \$ 13.60		\$ 1.00	\$ 8.70	\$ 14.60
41	7006280035	J ED Turner	100 HPS, \$ 7.70	LR70 - \$ 13.60		\$ 1.00	\$ 8.70	\$ 14.60

SOUTHERN PINE ELECTRIC
P O BOX 60
TAYLORSVILLE, MS 39168
PHONE 601-452-8027

MIKE KENNEDY - DISTRICT MANAGER

Pole	Map Number	Physical Location	Light Descriptions		Trans.	Arm	Extg. Cost	New Cost
42	7006280004	J ED Turner	100 HPS, \$ 7.70	LR70 - \$ 13.60		\$ 1.00	\$ 8.70	\$ 14.60
43	7006280028	J ED Turner	100 HPS, \$ 7.70	LR70 - \$ 13.60		\$ 1.00	\$ 8.70	\$ 14.60
44	7006280002	J ED Turner	100 HPS, \$ 7.70	LR70 - \$ 13.60		\$ 1.00	\$ 8.70	\$ 14.60
45	7006270006	J ED Turner	100 HPS, \$ 7.70	LR70 - \$ 13.60		\$ 1.00	\$ 8.70	\$ 14.60
46	7006270005	J ED Turner	100 HPS, \$ 7.70	LR70 - \$ 13.60	\$ 4.00	\$ 1.00	\$ 12.70	\$ 18.60
47	7006270001	J ED Turner	100 HPS, \$ 7.70	LR70 - \$ 13.60	\$ 4.00	\$ 1.00	\$ 12.70	\$ 18.60
48	7006270007	J ED Turner	100 HPS, \$ 7.70	LR70 - \$ 13.60		\$ 1.00	\$ 8.70	\$ 14.60
49	7006260009	J ED Turner	100 HPS, \$ 7.70	LR70 - \$ 13.60		\$ 1.00	\$ 8.70	\$ 14.60
50	7006260010	J ED Turner	100 HPS, \$ 7.70	LR70 - \$ 13.60		\$ 1.00	\$ 8.70	\$ 14.60
51	7007010028	Pine Tree Dr	100 HPS, \$ 7.70	LR70 - \$ 13.60	\$ 4.00	\$ 1.00	\$ 12.70	\$ 18.60
52	7007010011	Pine Tree Dr	100 HPS, \$ 7.70	LR70 - \$ 13.60		\$ 1.00	\$ 8.70	\$ 14.60
53	7007010026	Pine Tree Dr	100 HPS, \$ 7.70	LR70 - \$ 13.60		\$ 1.00	\$ 8.70	\$ 14.60
New LED Lights = \$ 814.80							\$ 502.10	\$ 814.80
Billed for Existing Lights = \$ 502.10								
Monthly Difference = \$ 312.70								

The City of Hattiesburg approves the upgrade of certain street lights to LED lights and the subsequent increase in monthly billing as indicated in this document.

CITY OF HATTIESBURG

Toby Barker, Mayor

DATE _____



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, February 8, 2022

Re: Approved an Agreement between the City of Hattiesburg and Hattiesburg Exchange Club/ Dixie Youth inc. to operate and promote Dixie Youth Baseball for Hattiesburg residents for the operating period of March 1, 2022 through August 31, 2022, and authorize the Mayor to execute and issue manual check for same.
File Number: 2022-48
Minute Book #

Summary

Recommendation Statement

Please place this on the February 8, 2022 City Council meeting for consideration.

STATE OF MISSISSIPPI

COUNTY OF FORREST

AGREEMENT

WHEREAS, the **Hattiesburg Exchange Club and Dixie Youth Inc.**, hereinafter referred to as “**City**”, has entered into discussion with view of Association and Dixie Youth Inc. developing and promoting **Dixie Youth Baseball** for Hattiesburg residents, and the parties hereto desire to reduce to writing their agreement of understanding with a properly executed copy of Agreement provided to each party. Association and Dixie Youth Inc. and City do hereby agree and obligate themselves as follows, to-wit:

I.

Association and Dixie Youth Inc. will hereby develop and promote **Dixie Youth Baseball** for Hattiesburg area residents for a period of one (1) **season** beginning on the 1st day of February 1, 2022, and terminating on the 30th day of September 2022. Association and Dixie Youth Inc. shall be responsible for operation of the baseball program including, but not limited to **organization of league, obtaining coaches, obtaining officials, collection of fees, setting schedules, limiting rosters and other related duties and responsibilities**. The program will operate **March 1, 2022** thru **August 31, 2022**. Concessions, tournaments, clinics and other money-making events will be covered by a separate agreement. Association and Dixie Youth Inc. shall provide to the City a written practice and game schedule. This schedule shall be inclusive of all scheduled dates and fields to be used. Season schedules shall be provided to the City no later than two (2) weeks prior to the start of the season. Make-up game schedules shall be provided to the City no later than one (1) day prior to the scheduled make-up game. All recreation league regular ending tournament schedules shall be provided to the City no later than

one (1) week prior to the start of the scheduled tournament. All other tournaments, (sub-district, district, state, national, etc) shall be addressed by a separate contract. It shall be the responsibility of the Association and Dixie Youth Inc. to confirm potential post-season tournament dates with the City before bidding if use of City facilities or any maintenance for the particular post-season tournament will be required. Program playing field specifications shall be provided to the City no less than (4) weeks prior to the start of the program.

II.

City shall be responsible for maintaining the **Larry Doleac Youth Baseball Complex** as described in Attachment I for providing seating and electricity.

The City of Hattiesburg shall provide **Fifteen-Thousand Dollars (\$15,000.00)** for the payment of officials and equipment and maintenance expenditures. The appropriate expenditure reports (Attachment III) shall be completed and filed with the City by October 31, 2022. The City does reserve the right to use facilities for other functions. See Attachment IIa for Policy on General Use of Facilities.

III.

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

IV.

It is understood by and between parties that this Agreement may be terminated by either party for any reason upon thirty (30) days written notice of their intention to terminate this

V.

Association and Dixie Youth Inc. does hereby agree that it will hold harmless and indemnify the City from any and all liability and damages of any kind whatsoever resulting from the operation of this recreational program. The Liability Policy of the City is attached as Attachment IIc.

Association and Dixie Youth Inc. does hereby agree to appropriately acknowledge City contribution to the program in a public manner such as on ad boards, patches, and in all media.

Association and Dixie Youth Inc. does hereby obligate itself to comply with National Standards for Youth Sports and Coach Review Policy (Attachment IId and IIe, respectively) adopted by the City Council.

VI.

Association and Dixie Youth Inc. does hereby obligate itself to comply with the Sports Participation Policy that is attached as Attachment IIF.

VII.

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

Contractor

Hattiesburg Exchange Club and Dixie Youth

BY: _____

President

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____

Mayor Toby Barker

ATTEST:

KERMAS EATON, CITY CLERK

(S E A L)

McGee, Chris

From: Mike Smith <redbird195158@yahoo.com>
Sent: Monday, January 3, 2022 11:19 AM
To: McGee, Chris
Subject: 2021 HDYB Financial report 2021

Beginning balance.....\$20,813.30

Income:

City of Hattiesburg.....15,000.00
Sponsorships.....13,000.00
Donations.....50.00
Photographs.....1,500.00
Gate fees.....8,423.25
MSDYB.....300.00
Registration.....24,270.00

Total income.....63,003.25

Expenditures:

Umpires.....12,452.50
Scorekeepers.....3,856.00
Coaches shirts.....3,247.25
Scholarships.....3,197.00
Office supplies.....3,118.73
Baseball supplies.....26,004.73
Franchise fees.....324.25
Tournament fees.....2,671.25
Postage & box rent.....434.00
Insurance.....3,951.00
Coaches background check....534.50
Registration fees.....1,340.00
Trophies & awards.....1,401.97
World Series fees.....3,500.00

Total expenditures.....66,033.18

Ending balance.....\$16,783.37

Submitted by Mike Smith, Hattiesburg Dixie Youth Treasurer

1/3/22



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, February 8, 2022

Re: Approve Agreement between the City of Hattiesburg and Hattiesburg Little League to operate and promote Little League Baseball for Hattiesburg residents; for the operating period of March 1, 2022 through August 31, 2022, and authorize the Mayor to execute and issue manual check for same.
File Number: 2022-68
Minute Book #

Summary

Recommendation Statement

Please place this on the February 8, 2022 City Council meeting for consideration.

STATE OF MISSISSIPPI

COUNTY OF FORREST

REVISED AGREEMENT

WHEREAS, the Hattiesburg Chapter of the Hattiesburg Little League Association, hereinafter referred to as "Association" and the City of Hattiesburg, Mississippi, a municipal corporation, hereinafter referred to as "City", has entered into Discussion with view of Association developing and promoting Little League and Senior League Baseball for Hattiesburg residents, and the parties hereto desire to reduce to writing their agreement of understanding with a properly executed copy of Agreement provided to each party. Association and City do hereby agree and obligate themselves as follows, to-wit:

I.

Association will hereby develop and promote Little League and Senior League Baseball for Hattiesburg area residents for a period of one (1) season beginning on the 1st day of February 1, 2022, and terminating on the 30th day of September 2022. Association shall be responsible for operation of The Baseball Program including, but not limited to organization of Leagues, obtaining Coaches, obtaining officials, collection of fees, setting schedules, limiting rosters and other related duties and responsibilities. The program will operate March 1, 2022 thru August 31, 2022. Concessions, tournaments, clinics, and other money-making events will be covered by a separate agreement. Association shall provide to the City a written practice and game schedule. This schedule shall be inclusive of all scheduled dates and fields to be used. Season schedules shall be provided to the City no later than two (2) weeks prior to the start of the season. Make-up game schedules shall be

provided to the City no later than one (1) day prior to the scheduled make-up game. All recreation league regular season ending tournament schedules shall be provided to the City no later than one (1) week prior to the start of the scheduled tournament. All other tournaments, (sub-district, district, state, national, etc.), shall be addressed by a separated contract. It shall be the responsibility of the Association to confirm potential post-season tournament dates with the City before bidding if use of City facilities or any maintenance for the particular post-season tournament will be required. Program playing field specifications shall be provided to the City no less than four (4) weeks prior to the start of the program.

II.

City shall be responsible for maintaining **The Dahmer Park Baseball Fields** as described in Attachment I for providing seating and electricity.

The City shall provide **Eighteen Thousand, Seven Hundred Eighty-Four Dollars (\$18,784.00)** to be applied to the payment of officials and equipment (to include **Baseballs, Baseball Bats, Baseball pants, Catchers Equipment and Batting Helmets, and Other Equipment as Necessary**). The City of Hattiesburg shall provide **Fourteen Thousand, Two Hundred Eighty-Four Dollars (\$14,284.00)**; Forrest County shall provide **Four Thousand, Five Hundred Dollars (\$4,500.00)** as per Forrest County Minute Order 637-0454 dated **May 15, 2018**. The appropriate expenditure reports (Attachment III) shall be completed and filed with the City by October 31, 2022. The City does reserve the right to use facilities for other functions. See Attachment IIa for Policy on General Public Use of Facilities.

III.

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

IV.

It is understood by and between parties that this Agreement may be terminated by either party for any reason upon thirty (30) days written notice of their intention to terminate this Agreement.

V.

Association does hereby agree that it will hold harmless and indemnify the City from any and all liability and damages of any kind whatsoever resulting from the operation of this recreational program. The Liability Policy of the City is attached as Attachment IIc.

Association does hereby agree to appropriately acknowledge City contribution to the programming a public manner such as on ad boards, patches, and in all media. Association does hereby obligate itself to comply with National Standards for Youth Sports and Coach Review Policy (Attachments IId and IIe, respectively) adopted by the City Council.

VI.

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

VII.

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

Contractor

Hattiesburg Little League Association

BY: _____

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____

Toby Barker, Mayor

ATTEST:

KERMAS EATON, CITY CLERK

(SEAL)



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, February 8, 2022

Re: Approve Agreement between the City of Hattiesburg and Noon Day Optimist to operate and promote Hattiesburg Dixie Boys Baseball for Hattiesburg area residents for the operating period of March 1, 2022 until September 30, 2022, and authorize the Mayor to execute in duplicate and issue manual check for same.
File Number: 2022-77
Minute Book #

Summary

Recommendation Statement

Please place this on the February 8, 2022 City Council meeting for consideration.

STATE OF MISSISSIPPI
COUNTY OF FORREST

AGREEMENT

WHEREAS, the Noon Day Optimist Club, hereinafter referred to as "Association" and the City of Hattiesburg, Mississippi, a municipal corporation, hereinafter referred to as "City", has entered into discussion with view of Association developing and promoting **Dixie Boys Baseball** for Hattiesburg residents, and the parties hereto desire to reduce to writing their agreement of understanding with a properly executed copy of Agreement provided to each party. Association and City do hereby agree and obligate themselves as follows, to-wit:

I.

Association will hereby develop and promote **Dixie Boys Baseball** for Hattiesburg area residents for a period of one (1) **season** beginning on the 1st day of February 1, 2022, and termination on the 30th day of September 2022. Association shall be responsible for operation of the baseball program including, but not limited to **organization of league, obtaining coaches, obtaining officials, collection of fees, setting schedules, limiting rosters** and other related duties and responsibilities. The program will operate **March 1, 2022 thru September 30, 2022**. Concessions, tournaments, clinics, and other moneymaking events will be covered by a separate agreement. Association shall provide to the City a written practice and game schedule. This schedule shall be inclusive of all scheduled dates and fields to be used. Season schedules shall be provided to the City no later than two (2) weeks prior to the start of the season. Make-up game schedules shall be provided to the

City no later than one (1) day prior to the scheduled make-up game. All recreation league regular season ending tournament schedules shall be provided to the City no later than one (1) week prior to the start of the scheduled tournament. All other tournaments, (sub-district, district, state, national, etc), shall be addressed by a separate contract. It shall be the responsibility of the Association to confirm potential post-season tournament dates with the City before bidding if use of City facilities or any maintenance for the particular post-season tournament will be required. Program playing field specifications shall be provided to the City no less than four (4) weeks prior to the start of the program.

II.

City shall be responsible for maintaining **Jack Cameron Baseball Field at Kamper Park** as described in Attachment I for providing seating and electricity.

The City shall provide **Twelve Thousand Two Hundred Dollars (\$12,200.00)** to be applied to the payment of officials and equipment (to include **baseballs, baseball bats, baseball pants, catcher's equipment, batting helmets and other necessary equipment**). The appropriate expenditure reports (Attachment III) shall be completed and filed with the City by October 31, 2022. The City does reserve the right to use facilities for other functions. See Attachment IIa for Policy on General Public Use of Facilities.

III.

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

IV.

It is understood by and between parties that this Agreement may be terminated by either party for any reason upon thirty (30) days written notice of their intention to terminate this Agreement.

V.

Association does hereby agree that it will hold harmless and indemnify the City from any and all liability and damages of any kind whatsoever resulting from the operation of this recreational program. The Liability Policy of the City is attached as Attachment IIc.

Association does hereby agree to appropriately acknowledge City contribution to the programming a public manner such as on ad boards, patches, and in all media. Association does hereby obligate itself to comply with National Standards for Youth Sports and Coach Review Policy (Attachments IIId and IIc, respectively) adopted by the City Council.

VI.

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

VII.

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

Contractor

Noon Day Optimist Club

BY: _____

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____

Mayor Toby Barker

ATTEST:

KERMAS EATON, CITY CLERK

(S E A L)



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, February 8, 2022

Re: Approve a 3-year contract with Environmental Systems Research Institute, Inc. (ESRI) for ArcGIS software access, maintenance and user licenses for a total cost of \$115,500.00 and authorize the Mayor to execute in duplicate.
File Number: 2022-65
Minute Book #

Summary

Approve 3 year contract with Environmental Systems Research Institute, Inc. (ESRI) for ArcGIS software access, maintenance and user licenses at a cost of \$38,500.00 per year (or \$115,500.00 total); Authorize the mayor to execute in duplicate.

Recommendation Statement

I recommend approval of this item.

Please place this on the February 8, 2022 City Council meeting for consideration.



December 13, 2021

Ms. Hema Gopalan
City of Hattiesburg
212 W Front St
Hattiesburg, MS 39401-3801

Dear Hema,

The Esri Small Municipal and County Government Enterprise Agreement (SGEA) is a three-year agreement that will grant your organization access to Esri term license software. The EA will be effective on the date executed and will require a firm, three-year commitment.

Based on Esri's work with several organizations similar to yours, we know there is significant potential to apply Geographic Information System (GIS) technology in many operational and technical areas within your organization. For this reason, we believe that your organization will greatly benefit from an Enterprise Agreement (EA).

An EA will provide your organization with numerous benefits including:

- A lower cost per unit for licensed software
- Substantially reduced administrative and procurement expenses
- Complete flexibility to deploy software products when and where needed

The following business terms and conditions will apply:

- All current departments, employees, and in-house contractors of the organization will be eligible to use the software and services included in the EA.
- If your organization wishes to acquire and/or maintain any Esri software during the term of the agreement that is not included in the EA, it may do so separately at the Esri pricing that is generally available for your organization for software and maintenance.
- The organization will establish a single point of contact for orders and deliveries and will be responsible for redistribution to eligible users.
- The organization will establish a Tier 1 support center to field calls from internal users of Esri software. The organization may designate individuals as specified in the EA who may directly contact Esri for Tier 2 technical support.
- The organization will provide an annual report of installed Esri software to Esri.
- Esri software and updates that the organization is licensed to use will be automatically available for downloading.
- The fee and benefits offered in this EA proposal are contingent upon your acceptance of Esri's Small Municipal and County Government EA terms and conditions.

- Licenses are valid for the term of the EA.

This program offer is valid for 90 days. To complete the agreement within this time frame, please contact me within the next seven days to work through any questions or concerns you may have.

To expedite your acceptance of this EA offer:

1. Sign and return the EA contract with a Purchase Order or issue a Purchase Order that references this EA Quotation and includes the following statement on the face of the Purchase Order:

"THIS PURCHASE ORDER IS GOVERNED BY THE TERMS AND CONDITIONS OF THE ESRI SMALL MUNICIPAL AND COUNTY GOVERNMENT EA, AND ADDITIONAL TERMS AND CONDITIONS IN THIS PURCHASE ORDER WILL NOT APPLY."

Have it signed by an authorized representative of the organization.

2. On the first page of the EA, identify the central point of contact/agreement administrator. The agreement administrator is the party that will be the contact for management of the software, administration issues, and general operations. Information should include name, title (if applicable), address, phone number, and e-mail address.
3. In the purchase order, identify the "Ship to" and "Bill to" information for your organization.
4. Send the purchase order and agreement to the address, email or fax noted below:

Esri
Attn: Customer Service SG-EA
380 New York Street
Redlands, CA 92373-8100

e-mail: service@esri.com
fax documents to: 909-307-3083

I appreciate the opportunity to present you with this proposal, and I believe it will bring great benefits to your organization.

Thank you very much for your consideration.

Best Regards,

Sean Gill



Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853 Fax: (909) 307-3049
DUNS Number: 06-313-4175 CAGE Code: OAMS3

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 12/13/2021 To: 3/13/2022

Quotation # Q-459542

Date: December 13, 2021

Customer # 6501 Contract #

City of Hattiesburg
MPO-GIS Dept
212 W Front St
Hattiesburg, MS 39401-3801

ATTENTION: Hema Gopalan
PHONE: 6015456220
EMAIL: hgopalan@hattiesburgms.com

Material	Qty	Term	Unit Price	Total
168178	1	Year 1	\$38,500.00	\$38,500.00
Populations of 25,001 to 50,000 Small Government Term Enterprise License Agreement				
168178	1	Year 2	\$38,500.00	\$38,500.00
Populations of 25,001 to 50,000 Small Government Term Enterprise License Agreement				
168178	1	Year 3	\$38,500.00	\$38,500.00
Populations of 25,001 to 50,000 Small Government Term Enterprise License Agreement				

Subtotal: \$115,500.00

Sales Tax: \$0.00

Estimated Shipping and Handling (2 Day Delivery): \$0.00

Contract Price Adjust: \$0.00

Total: \$115,500.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:

Sean Gill

Email:

s.gill@esri.com

Phone:

(909) 793-2853 x8828

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

GILLS

This offer is limited to the terms and conditions incorporated and attached herein.

Esri Use Only:

Cust. Name _____
 Cust. # _____
 PO # _____
 Esri Agreement # _____



SMALL ENTERPRISE AGREEMENT COUNTY AND MUNICIPALITY GOVERNMENT (E214-2)

This Agreement is by and between the organization identified in the Quotation ("**Customer**") and **Environmental Systems Research Institute, Inc. ("Esri")**.

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

Table A
List of Products

Uncapped Quantities**Desktop Software and Extensions (Single Use)**

ArcGIS Desktop Advanced
 ArcGIS Desktop Standard
 ArcGIS Desktop Basic
 ArcGIS Desktop Extensions: ArcGIS 3D Analyst,
 ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst,
 ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS
 Schematics, ArcGIS Workflow Manager, ArcGIS Data
 Reviewer

Enterprise Software and Extensions

ArcGIS Enterprise and Workgroup
 (Advanced and Standard)
 ArcGIS Monitor
 ArcGIS Enterprise Extensions: ArcGIS 3D Analyst,
 ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst,
 ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS
 Workflow Manager

Enterprise Additional Capability Servers

ArcGIS Image Server

Developer Tools

ArcGIS Engine
 ArcGIS Engine Extensions: ArcGIS 3D Analyst, ArcGIS
 Spatial Analyst, ArcGIS Engine Geodatabase Update,
 ArcGIS Network Analyst, ArcGIS Schematics
 ArcGIS Runtime (Standard)
 ArcGIS Runtime Analysis Extension

Limited Quantities

One (1) Professional subscription to ArcGIS Developer
 Two (2) ArcGIS CityEngine Single Use Licenses
 100 ArcGIS Online Viewers
 100 ArcGIS Online Creators
 17,500 ArcGIS Online Service Credits
 100 ArcGIS Enterprise Creators
 3 ArcGIS Insights in ArcGIS Enterprise
 3 ArcGIS Insights in ArcGIS Online
 10 ArcGIS Tracker for ArcGIS Enterprise
 10 ArcGIS Tracker for ArcGIS Online
 3 ArcGIS Parcel Fabric User Type Extensions (Enterprise)
 3 ArcGIS Utility Network User Type Extensions (Enterprise)
 3 ArcGIS Trace Network User Type Extensions (Enterprise)

OTHER BENEFITS

Number of Esri User Conference registrations provided annually	3
Number of Tier 1 Help Desk individuals authorized to call Esri	3
Maximum number of sets of backup media, if requested*	2
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

*Additional sets of backup media may be purchased for a fee

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("Ordering Document"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("**Effective Date**").

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

City of Hattiesburg, MS
(Customer)

By: _____
Authorized Signature

Printed Name: Toby Barker

Title: Mayor

Date: 2/8/2022

CUSTOMER CONTACT INFORMATION

Contact: Hema Gopalan

Telephone: 601-545-6220

Address: P O Box 1898

Fax: _____

City, State, Postal Code: Hattiesburg, MS 39403

E-mail: hgopalan@hattiesburgms.com

Country: USA

Quotation Number (if applicable): Q-459542

1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

"Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

"Fee" means the fee set forth in the Quotation.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

"Master Agreement" means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <https://www.esri.com/en-us/legal/terms/full-master-agreement> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Customer.

"Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—ADDITIONAL GRANT OF LICENSE

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—TERM, TERMINATION, AND EXPIRATION

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-

owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—PRODUCT UPDATES

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <https://support.esri.com/en/other-resources/product-life-cycle>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <https://www.esri.com/en-us/legal/terms/maintenance>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other

than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to

supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.
5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—ADMINISTRATIVE REQUIREMENTS

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download,

operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.

- c. Esri's federal ID number is 95-2775-732.

- d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 Order Requirements. Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.
- b. The following information will be included in each Ordering Document:
 - (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
 - (2) Order number
 - (3) Applicable annual payment due

9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

- 9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.
- 9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Ann Jones, Chief Administrative Officer

cc:

Date: Tuesday, February 8, 2022

Re: Authorize Mayor to execute Landlord Estoppel Certificate to Merchants Company, LLC, in connection with the lease transfer from The Merchants Company.
File Number: 2022-60
Minute Book #

Summary

Authorize Mayor to execute Landlord Estoppel Certificate to Merchants Company, LLC, in connection with the lease transfer from The Merchants Company.

Recommendation Statement

I recommend this item be added to the Council agenda for February 8, 2022.

Please place this on the February 8, 2022 City Council meeting for consideration.

LANDLORD ESTOPPEL CERTIFICATE

This *Landlord Estoppel Certificate* is given as of the date of execution hereof by The City of Hattiesburg, Mississippi, a body politic and corporate duly organized and existing under the laws of the State of Mississippi ("Landlord"), in favor of The Merchants Company, LLC, a Mississippi limited liability company (successor-by-conversion to The Merchants Company, a Mississippi corporation) ("Tenant").

Now, therefore, Landlord certifies to Tenant that:

- (a) Landlord and Tenant are parties to that certain Lease dated July 22, 1957 (the "Original Lease") and that certain Supplemental Lease Agreement dated November 1, 1986 (the "Supplemental Lease" and together with the Original Lease, the "Leases") for a certain portion of the land and buildings located at 1100 Edwards Street, Hattiesburg, MS 39403, and more particularly identified in the Leases (the "Premises").
- (b) Landlord is the sole owner of the fee simple estate in the Premises and is the Landlord under the Leases.
- (c) The Leases are in full force and effect in accordance with their respective terms and have not been further assigned, supplemented, modified or otherwise amended, except as set forth above.
- (d) The current annual rental payable by Tenant under the Original Lease is \$2,400.
- (e) The current annual rental payable by Tenant under the Supplemental Lease is \$5,500.
- (f) No default exists on the part of Landlord under the Leases, nor does any circumstance currently exist that, but for the giving of notice or the passage of time, or both, would be such a default. To Landlord's knowledge, no default exists on the part of Tenant under the Leases, nor does any circumstance currently exist that, but for the giving of notice or the passage of time, or both, would be such a default.
- (g) Landlord has no defense, offset, claim, counterclaim, or right of recoupment against its obligations under the Leases.

The person executing this certificate on behalf of Landlord is duly authorized to execute this certificate. This certificate is binding on Landlord and its successors and assigns and may be relied upon by the Tenant, any of Tenant's members or affiliates and/or any of their lenders and/or purchasers, and their respective successors and/or assigns, and any agents, professional advisors, or counsel of any of the foregoing.

IN WITNESS WHEREOF, Landlord has executed this *Landlord Estoppel Certificate* as of the date set forth below:

The City of Hattiesburg, Mississippi

By: _____

Name: _____

Its: _____

Dated: _____, 2022



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, February 8, 2022

Re: Declare and approve a sole source purchase for Watch Guard License and 1st Year Software Warranties for In Car 4RE Systems and body camera in the amount of \$50,140.00 as a sole source purchase per section 37-7-1 of the Mississippi Code of 1972 as amended; Watch Guard is a sole manufacturer and exclusive distributor of this system.
File Number: 2022-61
Minute Book #

Summary

Recommendation Statement

Please place this on the February 8, 2022 City Council meeting for consideration.



THE CITY OF HATTIESBURG

One of America's Great Small Cities!

January 28, 2022

Department of Finance
City of Hattiesburg Mayor and City Council

RE: WatchGuard Body Camera's and In Car Video Systems

Our Police Department is requesting the purchase of the Watch Guard Body Camera's EL5 Sever License and 1st year software warranties. This license is needed to replace our existing licenses that are expiring. The licenses are compatible of the video recording system with our current Watch Guard products and this is the primary consideration for this purchase. The Watch Guard sever provides the technology for the two systems to be compatible.

Other companies make similar systems; however, the Watch Guard system allows our users the ability to save the recording to our existing evidence library server.

Please consider this a sole source request as no competitive quotations can be obtained. Watch Guard is the sole manufacturer and exclusive distributor of this product.

Sincerely,

A handwritten signature in black ink, appearing to read "Peggy Sealy", is written over a horizontal line.

Peggy Sealy
Chief of Police

PS/srh

(601) 545-4903

CRIME STOPPERS

HATTIESBURG POLICE DEPARTMENT
300 KLONDYKE STREET • HATTIESBURG, MS 39401
(601) 582-STOP (582-7867)

FAX (601) 545-4952

CELLULAR * C.S.

WatchGuard Video

415 E. Exchange

Allen, TX 75002

(P) 800-605-6734 (F) 212-383-9661

**MOTOROLA SOLUTIONS****Prepared For:**

Hattiesburg Police Department Attention: Shannon Weaver Harris

EL5 Server and Software Licensing

QUOTATION - WMW-0252-04**DATE: 01-28-22****EL5 Server License and 1st Year Software Warranties**

Deliverables / Materials / Services	Qty	Sell Price	Amount
Evidence Library 5, Web Server Site License Key WGP02400-500 For each physical location where the software is installed on a server, a site license is required	1	\$1,000.00	\$1,000.00
Evidence Library 5, In Car Video System Annual Device License & Support Fee WGP02400-510 Required for on-premise deployment	105	\$195.00	\$20,475.00
Evidence Library 5, VISTA/V300 Annual Device License & Support Fee WGP02400-520	147	\$195.00	\$28,665.00
Subtotal Price			\$50,140.00

Remote Deployment

Deliverables / Materials / Services	Qty	Sell Price	Amount
Quick Start Software Installation Service; Remote Install, Training, Configuration, Project Management, Consultation WGW00122-410	1	\$0.00	\$0.00
Subtotal Price			\$0.00

Shipping and Handling

Deliverables / Materials / Services	Qty	Sell Price	Amount
Shipping and Handling Freight	1	\$0.00	\$0.00

Subtotal Price	\$0.00
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Total Price	\$50,140.00
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Notes:

1. This Quote is valid for 90 days from the Quote Date. Pricing may change thereafter.
2. Any sales transaction resulting from this Quote is based on and subject to the applicable Motorola's Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents.
3. Motorola's Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.
4. Payment Terms: Equipment-Net 30 days upon shipment; Installation-Net 30 days upon completion; Services and Subscription Agreements-Net 30 days from receipt of Order.
5. The pricing in this Quote does not include any applicable taxes (e.g. sales/use tax).
6. UNLESS OTHERWISE NOTED IN THIS QUOTE / ORDER, INSTALLATION OF EQUIPMENT IS NOT INCLUDED

Quoted by:

Matthew Warren - Regional Sales Manager- Arkansas and Louisiana - 224-688-1706 -
matthew.warren@motorolasolutions.com

Motorola Solutions, Inc.
Matthew Warren
Date _____

Re: WMW-0252-04

Agency: Hattiesburg Police Department

Total Cost: \$50,140.00

Contract Reference: EL5 Server and Software Licensing

Please be advised that the Hattiesburg Police Department will purchase the goods and/or services offered in your Quote WMW-0252-04. This constitutes a purchase pursuant to the terms of the specified contract below, including any applicable addenda.

Specified Contract: Master Customer Agreement and attached addenda, signed concurrently herewith.

Agency affirms that a purchase order or notice to proceed is not required for contract performance or for subsequent years of service, and acknowledges that pursuant to _____, the funds for this purchase has been authorized. Customer agrees to appropriate funding in accordance with the contract.

Invoices shall be according to the milestone schedule included in the quote and services agreement, should reference 'WMW-0252-04' and be sent to:

Hattiesburg Police Department

Attn: _____

The equipment will be shipped to the customer at the following address, and the ultimate destination where the equipment will be delivered to the customer is:

Hattiesburg Police Department

Attn: _____

Sincerely,

Signature: _____

Name: _____

Title: _____

Email: _____

Online Terms Acknowledgement

This Online Terms Acknowledgement (this "**Acknowledgement**") is entered into between Watchguard, Inc., with offices at 415 E. Exchange Pkwy, Allen, TX 75002 ("**Watchguard**") and the entity set forth in the signature block below ("**Customer**"). Watchguard and Customer will each be referred to herein as a "**Party**" and collectively as the "**Parties**".

1. Online Terms Acknowledgement. The Parties acknowledge and agree that the terms of the Master Customer Agreement ("**MCA**") and applicable Addenda available at www.motorolasolutions.com/product-terms, including, without limitation, the Mobile Video Addendum, govern each Ordering Document (as defined in the MSA) between the Parties, including all statements of work, schedules, order forms, and other ordering documents, and further agree that the terms of the MCA and Addenda are incorporated therein and form part of the Parties' Agreement (as defined in the MCA). For purposes herein, the respective rights and obligations assigned to Motorola Solutions, Inc. within the online terms shall apply to Watchguard, and the respective rights and obligations assigned to 'Customer' within the online terms shall apply to Customer signing below. By signing the signature block below, Customer certifies that it has read and agrees to the provisions set forth in this Acknowledgement and to the terms of the MCA and Addenda posted at www.motorolasolutions.com/product-terms, and the signatory to this Acknowledgement represents and warrants that he or she has the requisite authority to bind Customer to this Acknowledgement, the MCA and the Addenda.

2. Entire Agreement. This Acknowledgement supplements the terms of the MCA and applicable Addenda and forms a part of the Parties' Agreement. This Acknowledgement, the MCA and applicable Addenda available at www.motorolasolutions.com/product-terms, and any all Ordering Documents between the Parties constitutes the entire agreement of the Parties regarding the subject matter hereof, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter.

3. Disputes; Governing Law. Sections 12 – Disputes of the MCA is hereby incorporated into this Acknowledgement *mutatis mutandis*.

4. Execution and Amendments. This Acknowledgement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Acknowledgement may be amended or modified only by a written instrument signed by authorized representatives of both Parties.

The Parties hereby enter into this Acknowledgement as of the last signature date below.

Watchguard: Watchguard, Inc.

By: _____

Name: _____

Title: _____

Date: _____

Email: _____

Customer: Hattiesburg Police Department

By: _____

Name: _____

Title: _____

Date: _____

Email: _____



26th of February 2021

Prospective WatchGuard Video Customer

Reference: WatchGuard Video Sole Source Letter

To whom it may concern:

WatchGuard Video is the exclusive and sole manufacturer of the 4RE Digital In-Car Video System, the High-Fidelity Wireless Microphone System, and the VISTA and V300 wearable camera systems. With the exception of the following agreements, these products are represented and sold only by WatchGuard Video Regional Sales Managers selling factory direct in protected sales territories. The exceptions to this are agreements allowing resellers to distribute WatchGuard products on a General Services Administration Contract (GSA), and State Contracts in Pennsylvania, Louisiana, and New Jersey. WatchGuard is the only company able to provide warranties and maintenance for the above-mentioned products.

Additionally, several important and unique features are available only with these products;

4RE

- 4RE is the only high-definition digital in-car video system available today that features the Patented multiple resolution encoding. This allows the front camera to record in two different IACP compliant resolutions simultaneously, allowing the most critical events to be saved in 720P high-definition and the routine events to be saved in 480P (864x480) resolution.
- 4RE exclusively offers the Panoramic X2 camera, manufactured only by WatchGuard Video, which is the industry's only dual lens, rotatable turret camera which houses a 68-degree rotatable camera and a 150 degree panoramic camera.

Wireless Microphone

- The Hi-Fi microphone has near CD quality high fidelity sound, a line of sight range of one to two miles, and superior building penetration capabilities.
- Using patent pending intelligent standby and a lithium polymer battery gives the microphone its extraordinary battery life of up to 24 hours of talk time, and up to 30 days of standby time.
- The wireless microphone holsters are manufactured exclusively for WatchGuard and manufactured to WatchGuard transmitter specification.



VISTA, VISTA WiFi, & VISTA XLT

- VISTA is constructed with industrial grade components and is manufactured in the U.S.A. It is capable of recording both High Definition and Standard Definition video, and battery life capable of recording at least 9 continuous hours of HD video. VISTA has other unique features, including:
 - The only wearable camera to integrate with the WatchGuard Video Evidence Library and Evidence Library Express video and evidence management applications.
 - Record-After-The-Fact which gives the ability to retrieve video not previously recorded as an event
 - Quick Connect Mobile Charger
 - VISTA XLT Point-of-View Mounting

V300

- The WatchGuard V300 HD body camera and its continuous-operation capabilities solve the dilemma of keeping cameras and officers productive beyond a 12-hour shift. A detachable battery is easily changed by the officer, and 128GB of memory ensures space for all recorded events. The only wearable camera to integrate with the WatchGuard Video Evidence Library and EvidenceLibrary.com video and evidence management applications.
 - Detachable Battery - Easily change the WatchGuard V300 detachable battery while on the go.
 - Wireless Uploading - Send critical video back to headquarters while still in the field.
 - Incident Recovery - Go back in time and capture video from events days after they happened, even when the record button was never pressed.
 - Natural Field of View - Eliminate the fisheye effect from wide-angle lenses that warps video footage. Distortion correction technology provides a clear and complete evidence review process.
 - Integrated with In-Car System - One or more WatchGuard V300 cameras and a 4RE in-car system can work seamlessly as a single system, capturing synchronized video of an incident from multiple vantage points.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Giles Tipword". The signature is fluid and cursive, with a large initial "G" and "T".

Giles Tipword

MSSSI Vice President of Sales - North America

WatchGuard Video, Inc.



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Ann Jones, Chief Administrative Officer

cc:

Date: Tuesday, February 8, 2022

Re: Request to enter closed session to determine the need for executive session regarding litigation related to the Mississippi State-Local Government Opioid Litigation at the conclusion of the meeting.
File Number: 2022-78
Minute Book #

Summary

Authorize City Attorney to sign Litigation Memorandum of Understanding related to the Mississippi State-Local Government Opioid Litigation

Recommendation Statement

I recommend this item be placed on the February 8, 2022 Council Agenda.

Please place this on the February 8, 2022 City Council meeting for consideration.

MISSISSIPPI STATE-LOCAL GOVERNMENT OPIOID LITIGATION MEMORANDUM OF UNDERSTANDING

WHEREAS, the people of the State and its communities have been harmed by the actions and nonfeasance committed by certain entities within the Pharmaceutical Supply Chain; and,

WHEREAS, the State, through its Attorney General, and certain Local Governments, through their elected representatives and counsel, are separately engaged in litigation seeking to hold Pharmaceutical Supply Chain Participants accountable for the damage caused by their actions and nonfeasance; and,

WHEREAS, the State, through its Attorney General, and its Local Governments share a common desire to abate and alleviate the harmful impacts throughout the State;

NOW THEREFORE, the State and its Local Governments, subject to completing formal documents effectuating the Parties' agreements, enter into this Memorandum of Understanding ("MOU") relating to the allocation and use of the proceeds of Settlements described herein.

A. Definitions

As used in this MOU:

1. "The State" shall mean the State of Mississippi acting through the Attorney General.
2. "The Parties" shall mean the State and Counties and Municipalities as defined herein.
3. "Settlement" shall mean the negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant when that resolution has been jointly entered into by the State and the Local Governments.
4. "Opioid Funds" shall mean monetary amounts obtained through a Settlement as defined in this MOU.
5. "County" shall mean one of the 82 governmental subdivisions in the State recognized and/or established under the Mississippi Constitution of 1890 that filed a lawsuit against settling Pharmaceutical Supply Chain Participants as of August 1, 2021, or has a population greater than 10,000 individuals.
6. "Municipalities" shall mean cities, towns, or villages within the State with a population greater than 10,000 individuals and shall also include all cities and towns that filed a lawsuit against settling Pharmaceutical Supply Chain Participants as of August 1, 2021. The singular "Municipality" shall refer to a singular of the Municipalities.

7. “Pharmaceutical Supply Chain” shall mean the process and channels through which Controlled Substances are manufactured, marketed, promoted, distributed, or dispensed.
8. “Pharmaceutical Supply Chain Participant” shall mean any entity that engages in or has engaged in the manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic.
9. “Population” shall refer to published U.S. Census Bureau population estimates as of July 1, 2019, released March 2020, and shall remain unchanged during the term of this MOU. These estimates can currently be found at <https://www.census.gov>.

B. Allocation of Settlement Proceeds

1. All the Opioid Settlement Funds will be deposited into the Attorney General Contingency Fund and thereafter allocated as set forth below:
 - (a) County/Municipality Fund - 15%. The County/Municipality fund will receive 15% of all Settlement funds for the direct benefit of Mississippi Counties and Municipalities. The amounts to be distributed to each County and Municipality shall be determined by the Negotiation Class Metrics or other Metrics agreed upon, in writing, by a County and Municipality. Such funds may be spent for opioid abatement, or any purpose deemed appropriate by said County or Municipality.
 - i. A County or Municipality may receive direct payments from this fund only if it executes a timely release as part of the settlement.
 - ii. A non-litigating City or Town with a population under 10,000 shall not receive direct payments, but its payments shall instead be allocated to the County in which it is located.
 - (b) State of Mississippi - 15%. The State will receive 15% of all Opioid Funds paid to the State General Fund.
 - (c) University of Mississippi Medical Center’s Center for Addiction Medicine (CAM) - 70%. The CAM will receive 70% of all Opioid Funds to establish a new multidisciplinary program through Mississippi’s only academic medical center dedicated to both short-term and long-term opioid abatement. In the short-term, CAM will provide a patient-centered treatment program for patients of all ages and across the State through a continuum of inpatient, outpatient, and chronic care settings. This will include leveraging UMMC’s Center for Telehealth and utilizing existing and new collaborative community partnerships to address healthcare disparities in rural Mississippi. In the long-term, CAM will become a hub for training medical professionals, including those in pharmacy, nursing, and emergency medicine, to screen, diagnose, and treat individuals

with addiction disorders. CAM will make Mississippi a nationally recognized leader in addiction research and treatment.

C. Payment of County/Municipality Counsel and Litigation Expenses

The Parties anticipate that any national settlement will provide for the payment of fees and litigation expenses to counsel for certain Counties and Municipalities. All County/Municipality counsel that seeks attorneys' fees and expenses from their clients shall first seek to recover those amounts from the national settlement. Furthermore, the Parties agree to create a supplemental fee and expense fund (the "County/Municipality Fee Fund" or "CMFF").

1. The CMFF shall be used to pay attorneys' fees and expenses for participating Counties/Municipalities in the State that filed opioid lawsuits on or before August 1, 2021 ("Litigating Participating Counties/Municipalities").
2. The amount of funds to be deposited in the CMFF shall be contingent upon the overall percentage of Incentive Payments awarded to the State under the national settlements and paid pursuant to the following table. In no circumstance shall the CMFF receive more than 7.5% of the net Total Cash Value received by the State, including any funds received from a national fee fund as described above. If the State does not receive at least 65% of the total available Incentive Payments, the CMFF shall be null and void, and no amounts shall be paid into it.

PERCENTAGE OF INCENTIVE PAYMENTS AWARDED	CMFF PERCENTAGE
65%	2%
70%	3%
75%	4%
80%	5%
85%	6%
90%	6.5%
95%	7%
100%	7.5%

3. The Parties further agree no counsel for any Litigating Participating County/Municipality shall recover from any national fee fund and the CMFF a combined contingency fee of more than 15% of the Total Cash Value received by their Litigating Participating County/Municipality client. If there are any funds remaining in the CMFF after payment of fees and expenses consistent with the terms of this MOU, those funds shall revert pro rata to the Litigating Participating Counties/Municipalities.

D. Amendments, Choice of Law, Venue, Consent Decree

1. The Parties agree to make such amendments as necessary to implement the intent of this MOU.
2. The Parties agree that this MOU, any amendments thereto, and any issue arising out of or related to this MOU shall be governed by and interpreted according to the laws of the State of Mississippi. Any action to enforce or interpret this MOU, or to resolve any dispute concerning it, shall be commenced and maintained only in a court of competent jurisdiction in Hinds County, Mississippi. The Parties understand and agree that, in connection with a settlement with any Pharmaceutical Supply Chain Participant, the State may file an appropriate action in a court of competent jurisdiction in Hinds County, Mississippi seeking a consent decree approving such settlement and the allocation of Opioid Funds within the State pursuant to this MOU.
3. The Parties agree that this MOU will apply to any Settlement with a Pharmaceutical Supply Chain Participant that requires State and County/Municipality resolution.

E. Signatures

This MOU may be signed and executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. A signature transmitted by facsimile or electronic image shall be deemed an original signature for purposes of executing this MOU. Each person signing this MOU represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, this MOU, and that all necessary approvals and conditions precedent to his or her execution have been satisfied.

FOR PLAINTIFF THE STATE OF MISSISSIPPI:

Attorney General

FOR _____:
County/Municipality

Signature

Printed Name and Title



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, February 8, 2022

Re: Adopt an Ordinance amending Ordinance No. 2845, adopted June 8, 2004, by establishing new ward boundary lines for the Council Election Districts for the City of Hattiesburg, Mississippi.
File Number: 2022-83
Minute Book #

Summary

Recommendation Statement

Please place this on the February 8, 2022 City Council meeting for consideration.

Prepared by: Chris Watson
Bridge & Watson, Inc.
P.O. Box 1482
Oxford, MS 38655
(662) 234-0958

Return to: City of Hattiesburg
Council Clerk's Office
P.O. Box 1898
Hattiesburg, MS 39403
(601)545-4551

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the **78th** day of **February**, **2022**, the following Ordinance:

ORDINANCE NO. ____

AN ORDINANCE AMENDING ORDINANCE NO. 2845, ADOPTED JUNE 8, 2004, BY ESTABLISHING NEW WARD BOUNDARY LINES FOR THE COUNCIL ELECTION DISTRICTS FOR THE CITY OF HATTIESBURG, MISSISSIPPI

WHEREAS, the United States Census Bureau conducted the decennial census for 2020 and subsequently released the necessary data for reapportionment purposes on or around August 12, 2021; and,

WHEREAS, the Hattiesburg City Council is directed by *Miss. Code Ann.* §21-8-7 to redistrict the city within six (6) months after the official publication by the United States of the population of the municipality and likewise the City of Hattiesburg has a duty to comply with, *inter alia*, the various requirements affording equal representation to its citizens and to comply with the standards of the Voting Rights Act of 1965; and,

WHEREAS, before a proposed redistricting plan was selected by the Hattiesburg City Council, five (5) community meetings were held, each having advance notice, at the following places:

Ward 1 – Monday, November 22, 2021 at 6:00 pm at the Thad Cochran Center, 121 W. Memorial Drive Thad Cochran Center, Hattiesburg, MS 39406

Ward 2 – Monday, November 29, 2021 at 6:00 pm at the Historic Eureka School cafeteria, 410 E. 6th Street, Hattiesburg, MS 39401

Ward 3 – Tuesday, November 30, 2021 at 6:00 pm at the University Baptist Church, 3200 W. Arlington Loop, Hattiesburg, MS 39401

Ward 4 – Tuesday, November 16, 2021 at 6:00 pm at the Jackie Dole Sherrill Community Center, 220 W. Front Street, Hattiesburg, MS 39401

Ward 5 – Thursday, November 18, 2021 at 6:00 pm at the Mt. Olive Baptist Church sanctuary, 1313 Country Club Road, Hattiesburg, MS 39401

WHEREAS, at each of the five (5) community meetings the redistricting plans prepared by the Council's consultant were presented, and members of the community were given the opportunity to present their own proposed redistricting plans; and,

WHEREAS, following the close of the community meetings the Council allowed a ten (10) day period for the submission of any additional proposed redistricting plans, during which

time additional plans were in fact submitted and at the January 4, 2022 meeting of the City Council the authors of those plans were given the opportunity to address the Council and present their plans; and,

WHEREAS, at the January 18, 2022 meeting of the City Council consideration was given to each of the nine (9) redistricting plans and a majority of the Council expressed a preference for plan Alternate 3, as prepared by the Council's consultant, and directed the consultant to prepare an ordinance adopting said Alternate 3; and,

WHEREAS, this ordinance incorporates the desired Alternate 3 redistricting plan and the same is found to be the most practical, workable and reasonable plan and is adopted in good faith to comply with the statutory laws of the State of Mississippi and federal laws and the United States Constitution together with controlling judicial decisions, preserving as nearly as possible the "one-person, one-vote" requirement.

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

SECTION 1. That matters, facts and things recited in the above and foregoing Preamble be, and they are hereby determined to be the official findings of the City Council of the City of Hattiesburg, Mississippi.

SECTION 2. That the geographic extents of the election wards as heretofore adopted and established by previous ordinances of the City Council and codified in the Code of Ordinances for said City are hereby amended such that each ward shall consist of the geographic territory encompassed by the following descriptions, and that the appropriate sections of the Code of Ordinances be amended as necessary to reflect the following, to-wit:

Ward 1

Beginning at the intersection of the West right-of-way line of Interstate Highway 59 and the South line of Section 36, Township 5 North, Range 14 West, said point lying on the current City Limits of the City of Hattiesburg, Mississippi;

Thence run West along the current City Limits of the City of Hattiesburg following its meandering in a clockwise direction to its intersection with the centerline of Interstate Highway 59;

Thence run Southwesterly along the centerline of said Interstate Highway 59 to its intersection with the centerline of United States Highway 49;

Thence run Southeasterly along the centerline of said United States Highway 49 for approximately 1,700 feet to its intersection with the center thread of Mixon's Creek;

Thence run Westerly along the center thread of said Mixon's Creek to a point lying 1,200 feet East of the West line of Section 31, Township 5 North, Range 13 West;

Thence run South to the centerline of Campbell Drive;

Thence run Easterly along the centerline of said Campbell Drive to its intersection with the centerline of the Highway 49 west frontage road, known as Northwood Drive;

Thence run Southeasterly along the centerline of said Northwood Drive to its intersection with the centerline of Sims Road;

Thence run Southwesterly along the centerline of said Sims Road to its intersection with the centerline of North 28th Avenue;

Thence run Southerly along the centerline of said North 28th Avenue to its intersection with the centerline of West 7th Street;

Thence run Easterly along the centerline of said West 7th Street to a point lying due north of the intersection of Eagle Walk and West 4th Street;

Thence run South to and along Eagle Walk to its intersection with the centerline of College Drive;

Thence run Westerly along the centerline of said College Drive to its intersection with the centerline of Smalling Drive;

Thence run Southerly and Easterly along the centerline of said Smalling Drive to its intersection with the centerline of Eagle Walk;

Thence run Southerly along the centerline of said Eagle Walk to its intersection with the centerline of Southern Miss Drive;

Thence run Southeasterly along the centerline of said Southern Miss Drive to its intersection with the centerline of Northwood Drive;

Thence run South to the centerline of Hardy Street;

Thence run West along the centerline of Hardy Street to its intersection with the centerline of 40th Avenue;

Thence run North along the centerline of 40th Avenue and a northerly extension thereof to its intersection with the North line of Section 12, Township 4 North, Range 14 West;

Thence run Westerly along the North line of said Section 12 to its intersection with the West right-of-way of Interstate Highway 59 and the Western corporate limits of the City of Hattiesburg;

Thence North along the West right-of-way of Interstate Highway 59 to its intersection with the South line of Section 36, Township 5 North, Range 14 West, said point being the point of beginning.

Ward 2

Beginning at the intersection of the centerlines of Interstate Highway 59 and United States Highway 49;

Thence run Southeasterly along the centerline of said United States Highway 49 for approximately 1,700 feet to its intersection with the center thread of Mixon's Creek;

Thence run Westerly along the center thread of said Mixon's Creek to a point lying 1,200 feet East of the West line of Section 31, Township 5 North, Range 13 West;

Thence run South to the centerline of Campbell Drive;

Thence run Easterly along the centerline of said Campbell Drive to its intersection with the centerline of the Highway 49 west frontage road, known as Northwood Drive;

Thence run Southeasterly along the centerline of said Northwood Drive to its intersection with the centerline of Sims Road;

Thence run Southwesterly along the centerline of said Sims Road to its intersection with the centerline of North 28th Avenue;

Thence run Southerly along the centerline of said North 28th Avenue to its intersection with the centerline of West 7th Street;

Thence run Easterly along the centerline of said West 7th Street to its intersection with the centerline of Meadow Lane Drive;

Thence run South along the centerline of Meadow Lane Drive to its intersection with the centerline of West 4th Street;

Thence run East along the centerline of West 4th Street to its intersection with the centerline of Presley Drive;

Thence run North along the centerline of Presley Drive to its intersection with the centerline of a former railroad now known as the Longleaf Trace;

Thence run East along the centerline of said Longleaf Trace to its intersection with the centerline of North Street;

Thence run South along the centerline of North Street to its intersection with the centerline of West 4th Street;

Thence run East along the centerline of West 4th Street to its intersection with the centerline of Broad Street;

Thence run South along the centerline of Broad Street to its intersection with the centerline of Gordon's Creek;

Thence run in an Easterly direction along the centerline of Gordon's Creek to its intersection with the centerline of College Street;

Thence run in a Northeasterly direction along the centerline of College Street to its intersection with the centerline of North Main Street;

Thence run Southeasterly along the centerline of North Main Street to its intersection with the centerline of Melrose Street;

Thence run Northeasterly along the centerline of Melrose Street to its intersection with the centerline of Jackson Street;

Thence run Northerly along the centerline of Jackson Street to its intersection with the South line of Section 3, Township 4 North, Range 13 West;

Thence run North along the centerline of Jackson Street approximately 180 feet to the centerline of a former railroad now known as the Longleaf Trace;

Thence run East approximately 355 feet to the centerline of a railroad known as the NO. & N.E. Railroad;

Thence run Southeasterly along the centerline of said NO. & N.E. Railroad to its intersection with the centerline of Mobile Street;

Thence run South along the centerline of Mobile Street to its intersection with the centerline of East 2nd Street;

Thence run East along the centerline of East 2nd Street for approximately 50 feet to its intersection with the centerline of a railroad known as the G. & S.I. Railroad;

Thence run Southeasterly along the centerline of said G. & S.I. Railroad to its intersection with the centerline of East Pine Street;

Thence run Southwesterly along the centerline of East Pine Street to its intersection with the centerline of Mobile Street;

Thence run Southeasterly along the centerline of Mobile Street to its intersection with the centerline of Buschman Street;

Thence run Northeasterly along the centerline of Buschman Street to its intersection with the centerline of River Avenue;

Thence run Southeasterly along the centerline of River Avenue to its intersection with the centerline of Williams Street;

Thence run South along the centerline of Williams Street to its intersection with the centerline of James Street;

Thence run Northwesterly along the centerline of James Street to its intersection with the centerline of Hall Avenue;

Thence run West along the centerline of Hall Avenue to its intersection with the centerline of Dabbs Street;

Thence run South along the centerline of Dabbs Street to its intersection with the centerline of Katie Avenue;

Thence run West along the centerline of Katie Avenue to its intersection with the centerline of Charles Street;

Thence run South along the centerline of Charles Street to its intersection with the centerline of Rosa Avenue;

Thence run East along the centerline of Rosa Avenue to its intersection with the centerline of John Street;

Thence run South along the centerline of John Street to its intersection with the centerline of Cypress Avenue;

Thence run East along the centerline of Cypress Avenue to its intersection with the centerline of Penton Street;

Thence run South along the centerline of Penton Street to its intersection with the centerline of County Drive;

Thence run East along the centerline of County Drive to its intersection with centerline of Edwards Street and the South line of Section 15, Township 4 North, Range 13 West;

Thence run East along the South line of said Section 15 to the Southeast corner of said Section 15;

Thence run East along the South line of Section 14, Township 4 North, Range 13 West approximately 1,290 feet to a point;

Thence run North to a point in the centerline of Burkett's Creek;

Thence run in a Northeasterly direction along the meandering of the centerline of Burkett's creek to its intersection with the East line of the West ½ of Section 14, Township 4 North, Range 13 West, said point also being approximately the Western margin of the City of Hattiesburg sewage treatment lagoons;

Thence run South following along the East line of the West ½ of Section 14 and continuing along the East line of the West ½ of Section 23, Township 4 North, Range 13 West, to a point approximately 590 feet South of the South line of said Section 14, said

point being the approximate South margin of the City of Hattiesburg sewage treatment lagoons;

Thence run East to the Western bank of the Leaf River, said point being on the current City Limits of the City of Hattiesburg;

Thence run in a Northwesterly direction along the current City Limits following its meandering in a counterclockwise direction to its intersection with the centerline of Interstate Highway 59;

Thence run Southwesterly along the centerline of said Interstate Highway 59 to its intersection with the centerline of United States Highway 49, said point being the point of beginning.

Ward 3

Beginning at the intersection of the West right-of-way line of Interstate Highway 59 and the North line of Section 12, Township 4 North, Range 14 West, said point lying on the current City Limits of the City of Hattiesburg, Mississippi;

Thence run West along the current City Limits of the City of Hattiesburg following its meandering in a counterclockwise direction to its intersection with the centerline of Richburg Road;

Thence run Easterly along the centerline of said Richburg Road to its intersection with the East line of Section 19, Township 4 North, Range 13 West;

Thence run North along the East line of said Section 19 and continuing North along the East line of Sections 18 and 7, Township 4 North, Range 13 West to its intersection with the centerline of Hardy Street;

Thence run West along the centerline of Hardy Street to its intersection with the centerline of 40th Avenue;

Thence run North along the centerline of 40th Avenue and a northerly extension thereof to its intersection with the North line of Section 12, Township 4 North, Range 14 West;

Thence run Westerly along the North line of said Section 12 its intersection with the West right-of-way of Interstate Highway 59, said right-of-way also being the Western limit of the City of Hattiesburg and the point of beginning.

Ward 4

Beginning at the intersection of the centerlines of United States Highway 49 and West 7th Street;

Thence run Easterly along the centerline of said West 7th Street to its intersection with the centerline of Meadow Lane Drive;

Thence run South along the centerline of Meadow Lane Drive to its intersection with the centerline of West 4th Street;

Thence run East along the centerline of West 4th Street to its intersection with the centerline of Presley Drive;

Thence run North along the centerline of Presley Drive to its intersection with the centerline of a former railroad now known as the Longleaf Trace;

Thence run East along the centerline of said Longleaf Trace to its intersection with the centerline of North Street;

Thence run South along the centerline of North Street to its intersection with the centerline of West 4th Street;

Thence run East along the centerline of West 4th Street to its intersection with the centerline of Broad Street;

Thence run South along the centerline of Broad Street to its intersection with the centerline of Gordon's Creek;

Thence run in an Easterly direction along the centerline of Gordon's Creek to its intersection with the centerline of College Street;

Thence run in a Northeasterly direction along the centerline of College Street to its intersection with the centerline of North Main Street;

Thence run Southeasterly along the centerline of North Main Street to its intersection with the centerline of Melrose Street;

Thence run Northeasterly along the centerline of Melrose Street to its intersection with the centerline of Jackson Street;

Thence run Northerly along the centerline of Jackson Street to its intersection with the South line of Section 3, Township 4 North, Range 13 West;

Thence run North along the centerline of Jackson Street approximately 180 feet to the centerline of a former railroad now known as the Longleaf Trace;

Thence run East approximately 355 feet to the centerline of a railroad known as the NO. & N.E. Railroad;

Thence run Southeasterly along the centerline of said NO. & N.E. Railroad to its intersection with the centerline of Mobile Street;

Thence run South along the centerline of Mobile Street to its intersection with the centerline of East 2nd Street;

Thence run East along the centerline of East 2nd Street for approximately 50 feet to its intersection with the centerline of a railroad known as the G. & S.I. Railroad;

Thence run Southeasterly along the centerline of said G. & S.I. Railroad to its intersection with the centerline of East Pine Street;

Thence run Southwesterly along the centerline of East Pine Street to its intersection with the centerline of Mobile Street;

Thence run Southeasterly along the centerline of Mobile Street to its intersection with the centerline of Buschman Street;

Thence run Northeasterly along the centerline of Buschman Street to its intersection with the centerline of River Avenue;

Thence run Southeasterly along the centerline of River Avenue to its intersection with the centerline of Williams Street;

Thence run South along the centerline of Williams Street to its intersection with the centerline of James Street;

Thence run Northwesterly along the centerline of James Street to its intersection with the centerline of Hall Avenue;

Thence run West along the centerline of Hall Avenue to its intersection with the centerline of 6th Avenue;

Thence run Northwest along the centerline of 6th Avenue to its intersection with the centerline of West Pine Street;

Thence run Southwesterly along the centerline of West Pine Street to its intersection with the centerline of United States Highway 49;

Thence run Northwesterly along the centerline of United States Highway 49 to its intersection with the centerline of Broadway Drive or Highway 11;

Thence run Southwesterly along the centerline of Broadway Drive to its intersection with the centerline of Lincoln Road;

Thence run West along the centerline of Lincoln Road to its intersection with the East line of Section 18, Township 4 North, Range 13 West;

Thence run North along the East line of Sections 18 and 7, Township 4 North, Range 13 West to its intersection with the centerline of Hardy Street;

Thence run East along the centerline of Hardy Street to a point lying South of the intersection of the centerlines of Southern Miss Drive and Northwood Drive;

Thence run North to said intersection of the centerlines of Southern Miss Drive and Northwood Drive;

Thence run Northwesterly along the centerline of said Southern Miss Drive to its intersection with the centerline of Eagle Walk;

Thence run Northerly along the centerline of said Eagle Walk to its intersection with the centerline of Smalling Drive;

Thence run Westerly and Northerly along the centerline of said Smalling Drive to its intersection with the centerline of College Drive;

Thence run Easterly along the centerline of said College Drive to its intersection with the centerline of Eagle Walk;

Thence run North along Eagle Walk and a North extension thereof to its intersection with the centerline of West 7th Street;

Thence run Easterly along the centerline of said West 7th Street to its intersection with the centerline of United States Highway 49, said point being the point of beginning.

Ward 5

Beginning at the point of intersection of the current City Limits of the City of Hattiesburg and the centerline of Richburg Road;

Thence run Easterly along the centerline of said Richburg Road to its intersection with the East line of Section 19, Township 4 North, Range 13 West;

Thence run North along the East line of said Section 19 and continuing North along the East line of Section 18, Township 4 North, Range 13 West to its intersection with the centerline of Lincoln Road;

Thence run East along the centerline of Lincoln Road to its intersection with the centerline of Broadway Drive or Highway 11;

Thence run Northeasterly along the centerline of Broadway Drive to its intersection with the centerline of United States Highway 49;

Thence run Southeasterly along the centerline of United States Highway 49 to its intersection with the centerline of West Pine Street;

Thence run Northeasterly along the centerline of West Pine Street to its intersection with the centerline of 6th Avenue;

Thence run Southeast along the centerline of 6th Avenue to its intersection with the centerline of Hall Avenue;

Thence run East along the centerline of Hall Avenue to the intersection with the centerline of Dabbs Street;

Thence run South along the centerline of Dabbs Street to its intersection with the centerline of Katie Avenue;

Thence run West along the centerline of Katie Avenue to its intersection with the centerline of Charles Street;

Thence run South along the centerline of Charles Street to its intersection with the centerline of Rosa Avenue;

Thence run East along the centerline of Rosa Avenue to its intersection with the centerline of John Street;

Thence run South along the centerline of John Street to its intersection with the centerline of Cypress Avenue;

Thence run East along the centerline of Cypress Avenue to its intersection with the centerline of Penton Street;

Thence run South along the centerline of Penton Street to its intersection with the centerline of County Drive;

Thence run East along the centerline of County Drive to its intersection with centerline of Edwards Street and the South line of Section 15, Township 4 North, Range 13 West;

Thence run East along the South line of said Section 15 to the Southeast corner of said Section 15;

Thence run East along the South line of Section 14, Township 4 North, Range 13 West approximately 1,290 feet to a point;

Thence run North to a point in the centerline of Burkett's Creek;

Thence run in a Northeasterly direction along the meandering of the centerline of Burkett's creek to its intersection with the East line of the West $\frac{1}{2}$ of Section 14, Township 4 North, Range 13 West, said point also being approximately the Western margin of the City of Hattiesburg sewage treatment lagoons;

Thence run South following along the East line of the West $\frac{1}{2}$ of Section 14 and continuing along the East line of the West $\frac{1}{2}$ of Section 23, Township 4 North, Range 13 West, to a point approximately 590 feet South of the South line of said Section 14, said point being the approximate South margin of the City of Hattiesburg sewage treatment lagoons;

Thence run East to the Western bank of the Leaf River, said point being on the current City Limits of the City of Hattiesburg;

Thence run South along the current City Limits of the City of Hattiesburg following its meandering in a clockwise direction to its intersection with the centerline of Richburg Road, said point being the point of beginning.

SECTION 3. That a map of the Alternate 3 redistricting plan together with the demographic statistics associated therewith is attached hereto.

SECTION 4. That any ordinance, Code of Ordinances, or parts thereof of the City of Hattiesburg which is found to be in conflict with the foregoing shall be repealed only to the extent that such conflict exists.

SECTION 5. That subject to effectuation of this ordinance pursuant to the publication requirements contained in *Miss. Code Ann.* §21-13-11, the next regular quadrennial municipal election of city council members scheduled by state statute in the year 2025, and any and all other municipal elections held thereafter, shall be held on the wards herein established and designated.

The foregoing Ordinance having been reduced to writing was introduced by Councilman _____ and seconded by Councilman _____ and the vote thereon was as follows:

YEAS:

NAYS:

ABSENT:

Thereafter the President of the Council declared the motion carried and the Ordinance adopted and approved on this the 8th day of **February, 2022**.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

COUNCIL PRESIDENT

The above and foregoing Ordinance, having been submitted to and approved by the Mayor, this the 8th day of **February, 2022**.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

February 3, 2022

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

Attn: Lamar Rutland, P.E.

RE: Elaine Circle Retaining Wall Repair
City of Hattiesburg, MS

Dear Lamar:

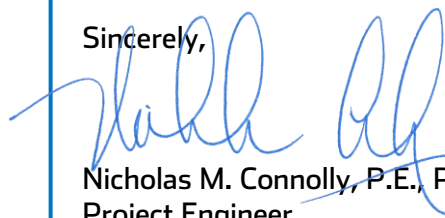
I have certified the enclosed bid tabulation that represents all bids that were received and opened at 10:00 a.m. on February 3, 2022 for the above referenced project.

I am recommending Walker Construction, LLC of Wiggins, MS in the bid amount of One Hundred Forty-Eight Thousand, One Hundred Twenty Dollars and Zero Cents (\$148,120.00).

Enclosed is a copy of the original bid from Walker Construction, LLC.

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

Sincerely,



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

/sm

Enclosures

BID TAB

February 3, 2022

Project: Elaine Circle Retaining Wall Repair
City of Hattiesburg

Project No. 1235-108

Item No.	Item Description	Quantity	Unit
1	Mobilization	1	LS
2	Clearing and Grubbing	1	LS
3	Removal of Existing Retaining Wall	1	LS
4	Retaining Wall System (Per MDOT Specification Section 809)	1,382	SF
5	Maintenance of Traffic	1	LS
6	Grassing	1	LS
7	Solid Sod	900	SF

Walker Construction, LLC

344 Highway 13
Wiggins, MS 39577

Unit Price	Amount
\$25,000.00	\$25,000.00
\$5,000.00	\$5,000.00
\$25,000.00	\$25,000.00
\$60.00	\$82,920.00
\$5,000.00	\$5,000.00
\$2,500.00	\$2,500.00
\$3.00	\$2,700.00

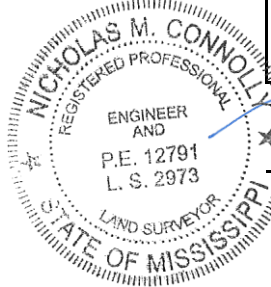
Holliday Construction, LLC

534 Highway 26 East
Poplarville, MS 39470

Unit Price	Amount
\$28,000.00	\$28,000.00
\$40,400.00	\$40,400.00
\$20,000.00	\$20,000.00
\$88.64	\$122,500.48
\$3,000.00	\$3,000.00
\$7,500.00	\$7,500.00
\$17.25	\$15,525.00

Bid Total:**\$148,120.00****\$236,925.48**

This is to certify that I have checked the tabulation of the bids received by the City of Hattiesburg on February 3, 2022, and that said tabulation is true and correct to the best of my belief.

Comments:

2-3-2022

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

BID FOR:

Elaine Circle Retaining Wall Repair
Hattiesburg, MS

Walker Construction, LLC

COR: 19023-SC

PROPOSAL FORM

I (we) agree to begin work within (10) calendar days after the issuance of Notice to Proceed, and to complete the work within 60 calendar days thereafter.

It is understood that the quantities of work listed for unit prices bid are approximate and are intended to merely indicate the general scope of the various items entering into the complete work and for comparison of bids. It is further understood and agreed that the Owner may increase or decrease the quantities listed in the Proposal and that no change in the unit prices proposed shall be occasioned thereby.

The undersigned further agrees that the unit and lump sum prices quoted include all items of work required or necessary for the accomplishment of the projected work and that these items include all work indicated on the Plans and Specifications for which no specific pay items have been established.

The undersigned certifies that the bid prices contained herein have been carefully checked and are submitted as correct and final.

If within sixty (60) days the scheduled closing time for receipt of bids, this Proposal is accepted, the undersigned will execute a formal contract within ten (10) days after official notification thereof, will deliver a surety bond for the faithful performance of this contract, and will complete the work within the time specified from the date of execution of the contract.

Respectfully Submitted,

Walker Construction LLC
Authorized by: [Signature]
344 Hwy 13
Wigging, MS 39577
ADDRESS

ELAINE CIRCLE RETAINING WALL REPAIR

PROPOSAL FORM

Item	Description	Unit	Quantity	Unit Price	Extension
1	Mobilization	LS	1.0	25,000. ⁰⁰	25,000. ⁰⁰
2	Clearing and Grubbing	LS	1.0	5,000. ⁰⁰	5,000. ⁰⁰
3	Removal of Existing Retaining Wall	LS	1.0	25,000. ⁰⁰	25,000. ⁰⁰
4	Retaining Wall System (Per MDOT Specification Section 809)	SF	1,382.0	60. ⁰⁰	82,920. ⁰⁰
5	Maintenance of Traffic	LS	1.0	5,000. ⁰⁰	5,000. ⁰⁰
6	Grassing	LS	1.0	2,500. ⁰⁰	2,500. ⁰⁰
7	Solid Sod	SF	900.0	3. ⁰⁰	2,700. ⁰⁰
BID TOTAL					148,120. ⁰⁰

ALL ITEMS NOT LISTED AND REQUIRED FOR CONSTRUCTION BY THE PLANS AND SPECIFICATIONS SHALL BE ABSORBED INTO THE LISTED PROPOSAL ITEMS

Base Bid Respectfully Submitted, Name of Firm or Bidder: Walker Construction LLC

BID BOND

KNOW ALL MEN BY THESE PRESENTS: that we, the under signed, Walker Construction, LLC
Principal, and The Gray Casualty & Surety Company
as Surety, are hereby held and firmly bound unto the City of
Hattiesburg as Owner in the penal sum of 5% (Five Percent) for payment of which, well
and truly to be made, we hereby jointly and severally bind ourselves, successors and
assigns.

Signed, this 3rd day of February, 202022.

The Condition of the above obligation is such that whereas the Principal has submitted to
a certain BID, attached hereto and hereby made a part hereof to enter into a contract in
writing, for the following project:

ELAINE CIRCLE RETAINING WALL REPAIR HATTIESBURG, MISSISSIPPI

NOW, THEREFORE,

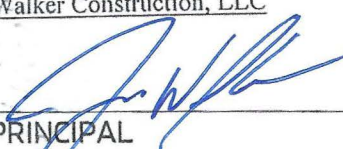
(a) If said BID shall be rejected, or

(b) If said BID shall be accepted and the Principal shall execute and deliver a contract in
the Form of Contract attached hereto (properly completed in accordance with said BID)
and shall furnish a BOND for his faithful performance of said contract, and for the
payment of all persons performing labor or furnishing materials in connection therewith,
and shall in all other respects perform the agreement created by the acceptance of said
BID, then this obligation shall be void, otherwise the same shall remain in force and
effect; it being expressly understood and agreed that the liability of the Surety for any
and all claims hereunder shall, in no event, exceed the penal amount of this obligation as
herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said
Surety and its BOND shall be in no way impaired or affected by any extension of the time
within which the OWNER may accept such BID; and said Surety does hereby waive notice
of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year set forth above.

Walker Construction, LLC


PRINCIPAL

The Gray Casualty & Surety Company

SURETY

BY: 

Fielden Mitts, Attorney-in-Fact



IMPORTANT: Surety companies executing BONDS must appear on the Treasure Department's most current line (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

**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: Bid Bond
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 3rd day of February, 2022.



Mark S. Manguno

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

PUBLIC UTILITIES

CABLE
COMCAST
2100 LINCOLN RD
HATTIESBURG, MS 39402
(601) 264-1188

POWER
MISSISSIPPI POWER, CO.
6356 U.S. HIGHWAY 49
HATTIESBURG, MS 39401
(601) 544-6511

TELEPHONE
AT&T
P.O. BOX 1191
HATTIESBURG, MS 39401
(601) 545-6424

TELEPAK DBA CSPIRE FIBER
1018 HIGHLAND COLONY PKWY
SUITE 420
RIDGELAND, MS 39157

GAS
SPIRE, INC
315 MAIN ST
HATTIESBURG, MS 39401
(601)544-6001

SEWER
CITY OF HATTIESBURG
WATER & SEWER DEPT.
900 JAMES ST
HATTIESBURG, MS 39403
(601) 545-4530

WATER
CITY OF HATTIESBURG
WATER & SEWER DEPT.
900 JAMES ST
HATTIESBURG, MS 39403
(601)545-4530

CONSTRUCTION PLANS

FOR

ELAINE CIRCLE RETAINING WALL
RECONSTRUCTION

FOR THE

CITY OF HATTIESBURG

FORREST COUNTY, MISSISSIPPI

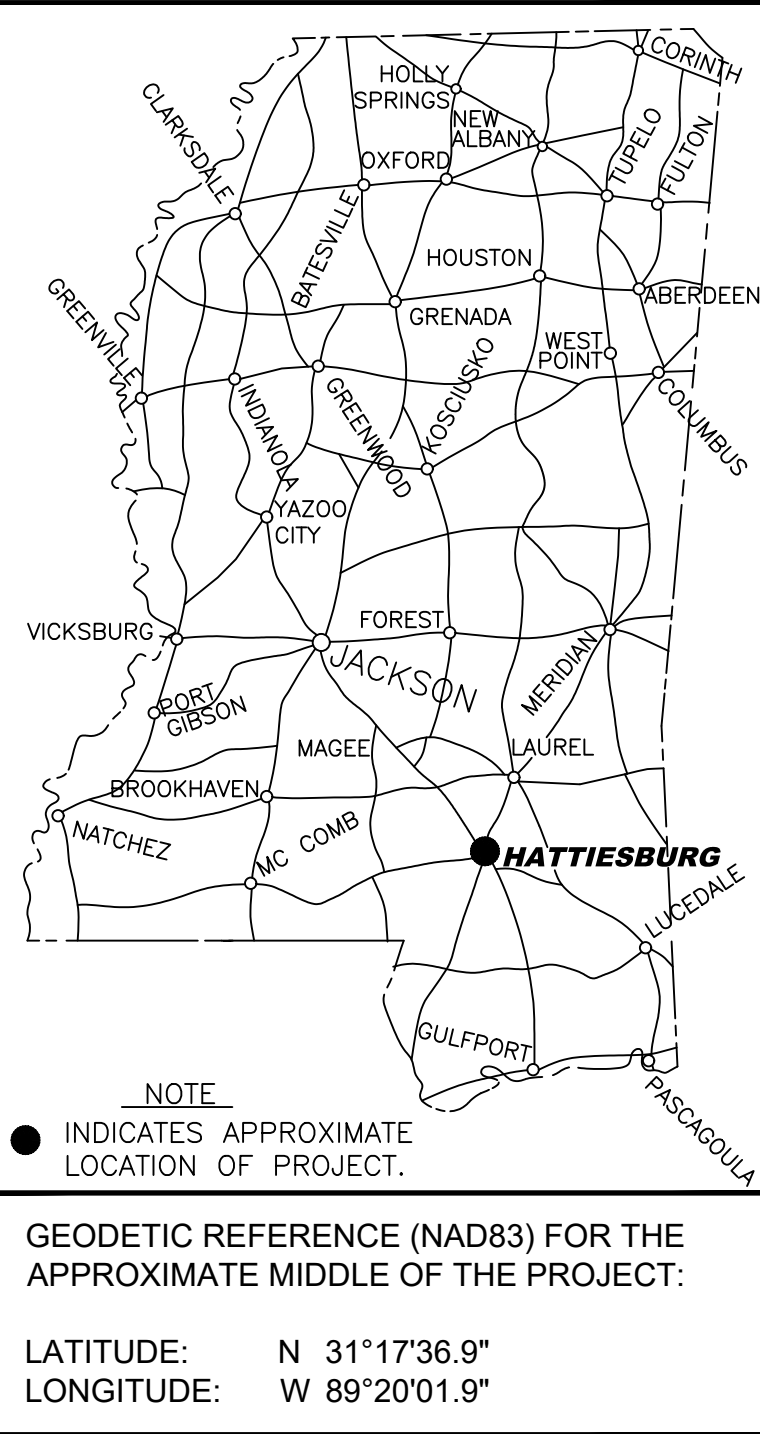


Know what's below.
Call before you dig.

MISSISSIPPI 811 TICKETS	
TICKET No.	DESCRIPTION
20121410250978	ELAINE CIRCLE

SPECIAL UTILITY NOTES:

- UTILITY LOCATION REQUESTS WERE SUBMITTED TO MISSISSIPPI 811 (FORMERLY MISSISSIPPI ONE CALL) DURING THE FIELD DATA COLLECTION PHASE FOR THE DESIGN OF THIS PROJECT. ALL UTILITIES THAT LOCATED DURING THE FIELD DATA COLLECTION ARE SHOWN ON THESE PLANS. ALL CONFLICTS WITH EXISTING UTILITIES ENCOUNTERED DURING CONSTRUCTION SHALL BE COORDINATED WITH THE UTILITY OWNER, THE ENGINEER AND THE PROJECT OWNER PRIOR TO INSTALLATION OF THE PROPOSED SEWER STRUCTURES AND PIPE. (NO SEPARATE PAY FOR COORDINATION)
- THE CONTRACTOR SHALL DOCUMENT THE EXISTENCE OF ANY MISSING AND/OR OVERLAPPING UNDERGROUND UTILITIES AND STORM DRAINAGE NOT SHOWN ON THESE CONSTRUCTION DRAWINGS.



DETAILED SHEET INDEX

SHEET No.	DESCRIPTION
1	COVER SHEET
2	VICINITY MAP
3	GENERAL NOTES & LEGEND
4	PLAN AND PROFILE
5	RETAINING WALL DETAILS
6	VEGETATION SCHEDULE
6101	TYPICAL TEMPORARY EROSION/SEDIMENT CONTROL APPLICATIONS
6102	DETAILS OF SEDIMENT BARRIER APPLICATIONS
6103	DETAILS OF SILT FENCE INSTALLATION
6104	DITCH CHECK STRUCTURES, TYPICAL APPLICATIONS AND DETAILS
6106	DETAILS OF EROSION CONTROL WATTLE DITCH CHECK
6351	TRAFFIC CONTROL PLAN WITH FLAGGER

9-27-2021

MAYOR

Toby Barker

COUNCIL PERSONS

Carter Carroll, President
Mary Dryden, Vice President
Jeffrey George
Deborah Denard Delgado
Nicholas Brown

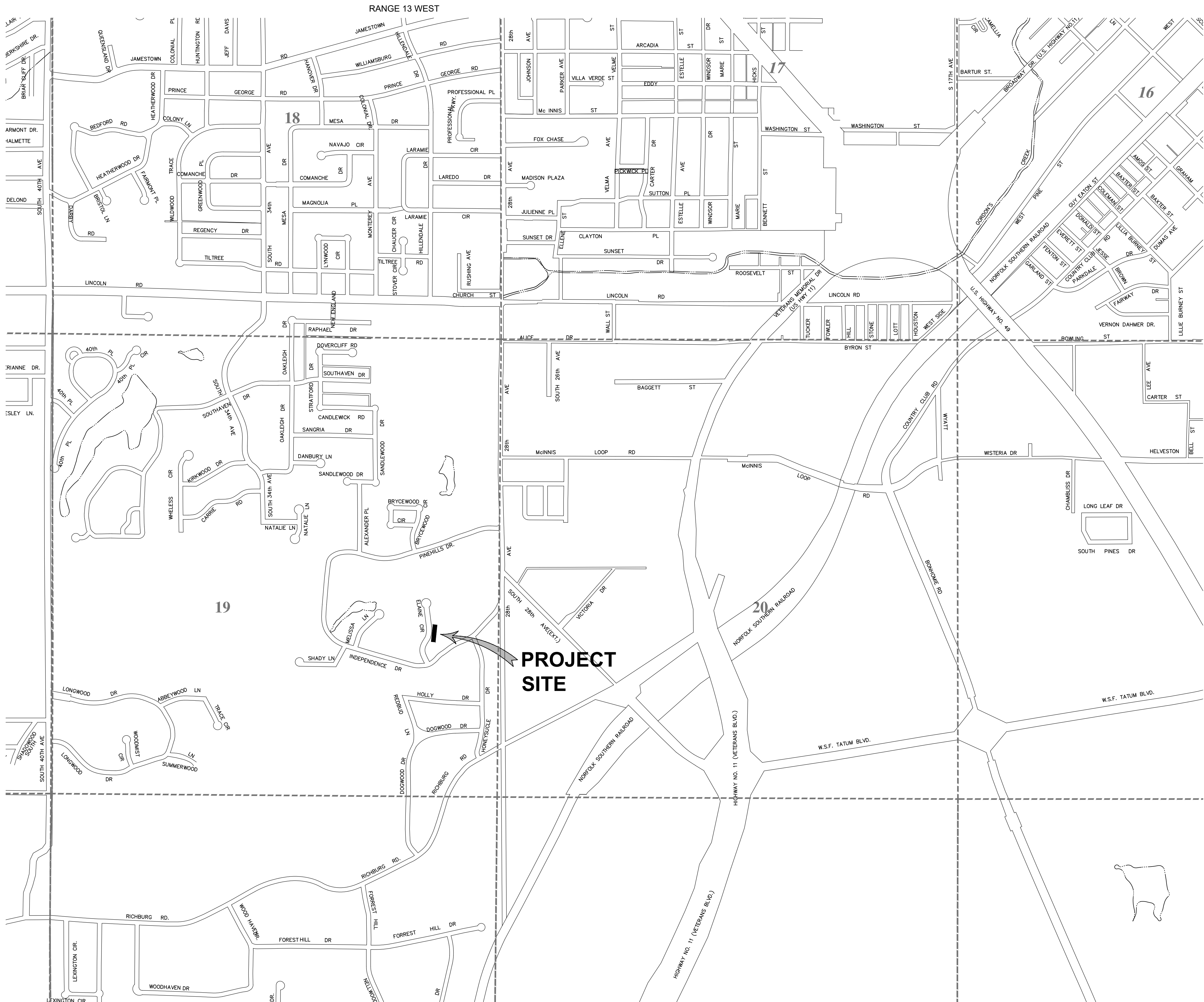
DIRECTOR OF ENGINEERING

Lamar Rutland, PE

PREPARED BY:

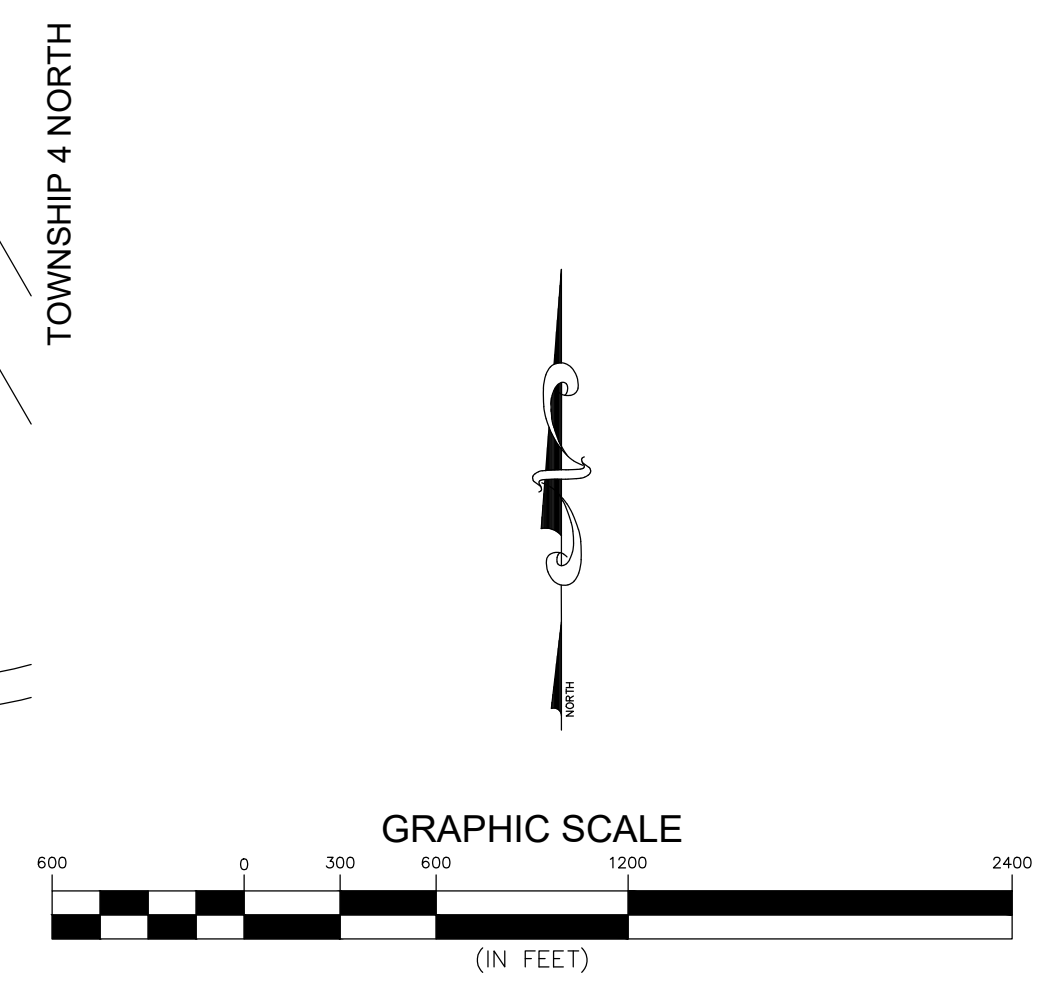
SDW Engineering Progress

Sheet No. 1
Drawing No.: 1235-108



**PROJECT
SITE**

VICINITY MAP



NO.	DATE	DESCRIPTION	BY
VICINITY MAP			
ELAINE CIRCLE RETAINING WALL RECONSTRUCTION			
CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			
sdw Engineering Progress 301 Second Ave., Hattiesburg, MS 39401 (p) 601.544.1821 sd-w.com			
Drawn by: GYM\NMC		Checked by: NMC	
Date: 01-14-2021		Scale: AS NOTED	
Drawing No.: 1235-108		Sheet No. 2	

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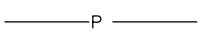
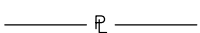
GENERAL NOTES

1. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH ALL LOCAL, STATE AND FEDERAL CODES.
2. THE CONTRACTOR SHALL KEEP A SET OF CONSTRUCTION PLANS OF THE PROJECT ON THE JOB SITE SHOWING THE ACCURATE MEASUREMENTS AND ELEVATIONS OF THE "AS-BUILT" SYSTEM. THIS DATA WILL BE COLLECTED AND PUT ON THE DRAWINGS DAILY.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLETING THE ENTIRE PROJECT.
4. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CITY OF HATTIESBURG AND/OR FORREST COUNTY FEES AND PERMITS ASSOCIATED WITH CONSTRUCTION.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CONSTRUCTION STAKING AND THE LOCATION OF THE PROJECT. CONTROL COORDINATE SYSTEM AND ELEVATION CONTROL WILL BE PROVIDED BY THE ENGINEER.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR HIS OWN SUB-SURFACE SOIL INVESTIGATIONS.
7. CONTRACTOR SHALL BE RESPONSIBLE FOR THE VERIFICATION OF ALL EXISTING TOPOGRAPHIC DATA AND ALL OTHER SITE CONDITIONS PRIOR TO THE BEGINNING OF CONSTRUCTION. ANY CONFLICT SHALL BE COORDINATED WITH THE CONTRACTOR, OWNER AND ENGINEER/ARCHITECT. THE ENGINEER CANNOT AND DOES NOT WARRANT THAT THIS INFORMATION IS COMPLETE OR ACCURATE.
8. THE CONTRACTOR IS RESPONSIBLE FOR THE LOCATION AND PROTECTION OF ALL UTILITIES WITHIN THE WORK AREA.
9. ALL UNDERGROUND UTILITIES, FOR THE ENTIRE PROJECT, SHALL BE LOCATED BY THE CONTRACTOR AND UTILITY OWNERS PRIOR TO THE CONSTRUCTION OF THE PROJECT. ANY CONFLICTS SHALL BE COORDINATED BETWEEN CONTRACTOR, UTILITY OWNER AND ENGINEER.
10. THE COST OF CLEARING AND GRUBBING/REMOVAL AND DISPOSAL OF CLEARING AND GRUBBING MATERIAL SHALL BE PAID LUMP SUM, UNLESS OTHERWISE NOTED. THE CONTRACTOR SHALL BE FAMILIAR WITH THE EXTENT OF CLEARING REQUIRED PRIOR TO BIDDING. OFFSITE DISPOSAL AREAS ARE TO BE FURNISHED BY THE CONTRACTOR.
11. PROPER MAINTENANCE OF STREETS, INCLUDING DUST CONTROL, SHALL BE STRICTLY ADHERED TO.
12. MAINTENANCE OF TRAFFIC SHALL BE IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (LATEST EDITION).
13. THE CONTRACTOR SHALL PROVIDE PROPER TRAFFIC CONTROL SIGNS AND FLAGGERS TO MAINTAIN ONE LANE TRAFFIC DURING CONSTRUCTION, WHERE LANE CLOSURES ARE NEEDED, UNLESS OTHERWISE DIRECTED BY THE ENGINEER. SEE SHEET No. 6351 FOR TYPICAL LANE CLOSURE DETAILS. ANY ROAD CLOSURES SHALL BE SUBMITTED TO THE ENGINEER FOR APPROVAL BY THE OWNER PRIOR TO IMPLEMENTATION.
14. ALL DISTURBED UNPAVED AREAS SHALL BE RESTORED AS FOLLOWS:

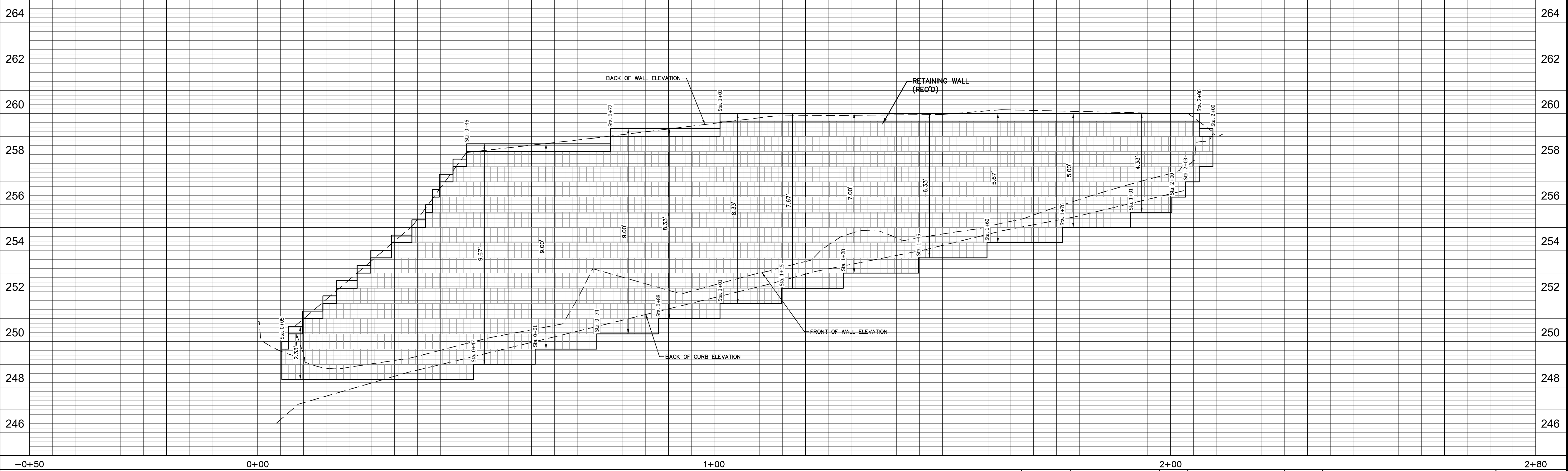
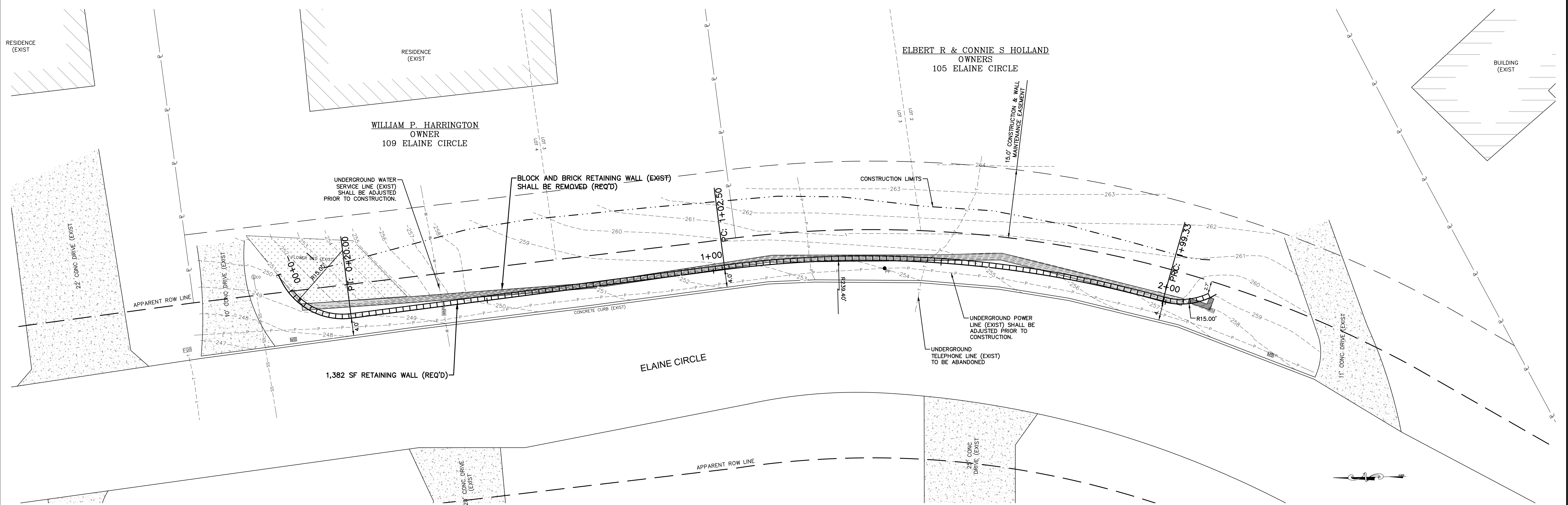
14.1. GRASSED AREAS SHALL RECEIVE SOLID SOD WHICH SHALL BE FERTILIZED AND WATERED AS PER THE VEGETATION SCHEDULE. PERMANENT ESTABLISHMENT OF GRASS GROWTH SHALL BE A REQUIREMENT BEFORE FINAL COMPLETION.

14.2. ALL LANDSCAPED AREAS SHALL BE RESTORED IN KIND AND SHALL INCLUDE TOP SOIL (4" DEPTH MIN), WATERING, FERTILIZER AND MULCH, IF PRESENT (IN KIND), AS PER THE VEGETATION SCHEDULE. CONTRACTOR SHALL MATCH SPECIES AND SIZE AS CLOSELY AS POSSIBLE. SUBSTITUTIONS SHALL BE ALLOWED ONLY BY WRITTEN APPROVAL FROM THE ENGINEER AND COORDINATION WITH THE AFFECTED PROPERTY OWNER.
15. ALL EXISTING MAILBOXES, STREET SIGNS, FENCES, AND OTHER STRUCTURES LOCATED WITHIN THE CONSTRUCTION LIMITS SHALL BE REMOVED, SALVAGED AND RESET AS DICTATED BY CONSTRUCTION ACTIVITIES. (NO SEPARATE PAY, UNLESS OTHERWISE NOTED OR DIRECTED BY THE ENGINEER). ALL ITEMS (INCLUDING REMOVAL OF OBSTRUCTIONS, REMOVAL AND RESET AND/OR REPLACEMENT OF STORM DRAIN STRUCTURES, ETC.) FOR WHICH NO PAY ITEM IS ESTABLISHED, SHALL BE INCLUDED IN THE COST OF THE PIPE LAYING OPERATION. (NO SEPARATE PAY).
16. CONTRACTOR SHALL PROVIDE ACCESS TO ALL BUSINESSES AND RESIDENCES AT ALL TIMES DURING CONSTRUCTION. THE CONTRACTOR SHALL COORDINATE ALL DRIVEWAY CUTS AND EXCAVATION WITH THE OWNERS OF SAID DRIVEWAYS.
17. ANY DAMAGE TO PAVED ROADS OR DRIVEWAYS, WHICH ARE OUTSIDE OF THE PROJECT LIMITS, SHALL BE REPAIRED IN KIND, AT THE CONTRACTOR'S EXPENSE.
18. ALL SELECT FILL MATERIAL SHALL MEET THE SPECIFICATIONS FOR CLASS 9, GROUP C AND MODIFIED TO CONSIST OF A PLASTICITY INDEX (PI) BETWEEN 5 AND 15. THE SELECT FILL MATERIAL SHALL BE INSTALLED AS DETAILED & AT THE DIRECTION OF THE ENGINEER OR HIS REPRESENTATIVE.
19. WORK FOR THIS PROJECT REQUIRES EXCAVATION IN THE IMMEDIATE VICINITY OF TRAFFIC AND ADJACENT PROPERTIES. THEREFORE, THE RISK OF A FAILURE OCCURRING DURING THE EXCAVATION REQUIRES THAT EXTREME CAUTION BE EXERCISED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PLACING WHAT BRACING, SHORING OR GROUND SUPPORT SYSTEM THAT IS DEEMED NECESSARY TO PREVENT A FAILURE AND PROTECT THE PERSONS WORKING NEAR THE EXCAVATION, THE PUBLIC THAT MAY BE ABOVE THE EXCAVATION, OR ANY STRUCTURE ADJACENT TO THE EXCAVATION. ALL COSTS FOR ANY PROTECTIVE MEASURES INCLUDING THE MATERIALS AND LABOR FOR DESIGNING, DRAWING AND CONSTRUCTING THE FACILITY SHALL BE INCLUDED IN THE BID PRICE FOR CONTRACT ITEMS.
20. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING BRACING, SHORING OR ANY GROUND SUPPORT SYSTEM REQUIRED TO PREVENT A FAILURE FROM OCCURRING DURING EXCAVATION. ALL COST FOR ANY PROTECTIVE MEASURES, INCLUDING THE MATERIALS AND LABOR FOR DESIGNING AND CONSTRUCTING THE SUPPORT SYSTEM, SHALL BE INCLUDED IN THE BID PRICE FOR CONTRACT ITEMS.
21. THE EROSION CONTROL DEVICES SHALL BE REQUIRED AS DIRECTED BY THE ENGINEER. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO INSURE THAT SILT DOES NOT LEAVE THE CONSTRUCTION SITE OR CONTAMINATE WATERS OF THE U.S. DURING CONSTRUCTION. THE CONTRACTOR SHALL MAINTAIN THE PLAN DURING CONSTRUCTION UNTIL PERMANENT GRASS IS ESTABLISHED OR THE DISTURBED SURFACE IS PAVED.
22. THE CONTRACTOR SHALL ADHERE TO ALL MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY REQUIREMENTS FOR EROSION CONTROL AND ANY OTHER PERTINENT GUIDELINES.
23. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL MATERIAL TESTING BY AN INDEPENDENT LABORATORY APPROVED BY THE ENGINEER AND/OR OWNER.
24. MATERIAL SUBMITTALS SHALL BE MADE TO OWNER THROUGH THE ENGINEER PRIOR TO USE FOR APPROVAL.
27. ALL MATERIALS FOR THE PROJECT SHALL BE A PRODUCT OF THE U.S.A.
28. THE CONTRACTOR SHALL HAVE A COMPETENT AND EXPERIENCED SUPERINTENDENT ON SITE AT ALL TIMES. THE SUPERINTENDENT SHALL NOT OPERATE EQUIPMENT WHILE ON THE PROJECT SITE. WORK ON THE PROJECT SHALL STOP IF THE ASSIGNED PROJECT SUPERINTENDENT IS NOT ON SITE.

LEGEND:

- CONC — CONCRETE
- EXIST — EXISTING
- FT — FEET
-  — FIBER OPTIC PULL BOX
-  — MAIL BOX
-  — POWER LINE (OVERHEAD)
-  — PROPERTY LINE
- REQ'D — REQUIRED
- ROW — RIGHT OF WAY
-  — SEWER CLEAN OUT
-  — SEWER LINE
- SF — SQUARE FEET
- STA — STATION
-  — UNDERGROUND POWER
-  — UNDERGROUND TELEPHONE LINE
-  — UTILITY POLE
-  — WATER METER
-  — WATER LINE

NO.	DATE	DESCRIPTION	BY
GENERAL NOTES AND LEGEND			
ELAINE CIRCLE RETAINING WALL RECONSTRUCTION CITY OF HATTIESBURG FORREST COUNTY, MISSISSIPPI			
 301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 sd-w.com			
Drawn by: GYM\NMC		Checked by: NMC	
Date: 01-27-2021		Scale: NONE	
Drawing No.: 1235-108		Sheet No. <u>3</u>	



ELAINE CIRCLE RETAINING WALL RECONSTRUCTION
HATTIESBURG, MISSISSIPPI

DATE	REVISION	BY

DRAWN BY: GYM/NMC

DATE: 01-28-2021

CHECKED BY: NMC

SCALE: 1"=10' H & 1"=2' V

sdw

Engineering Progress

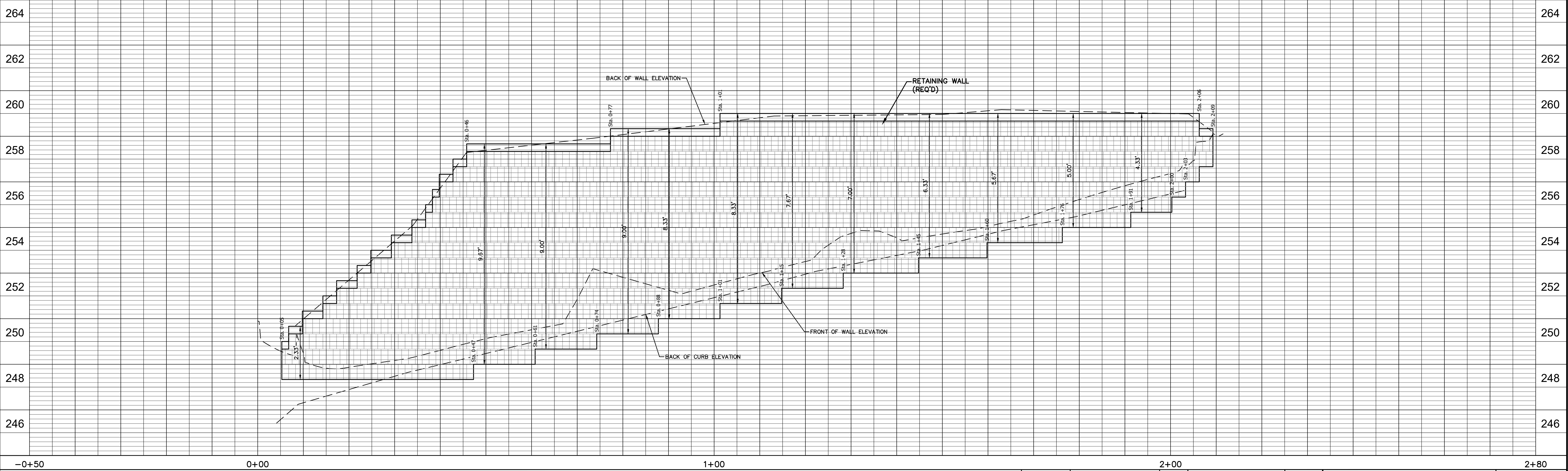
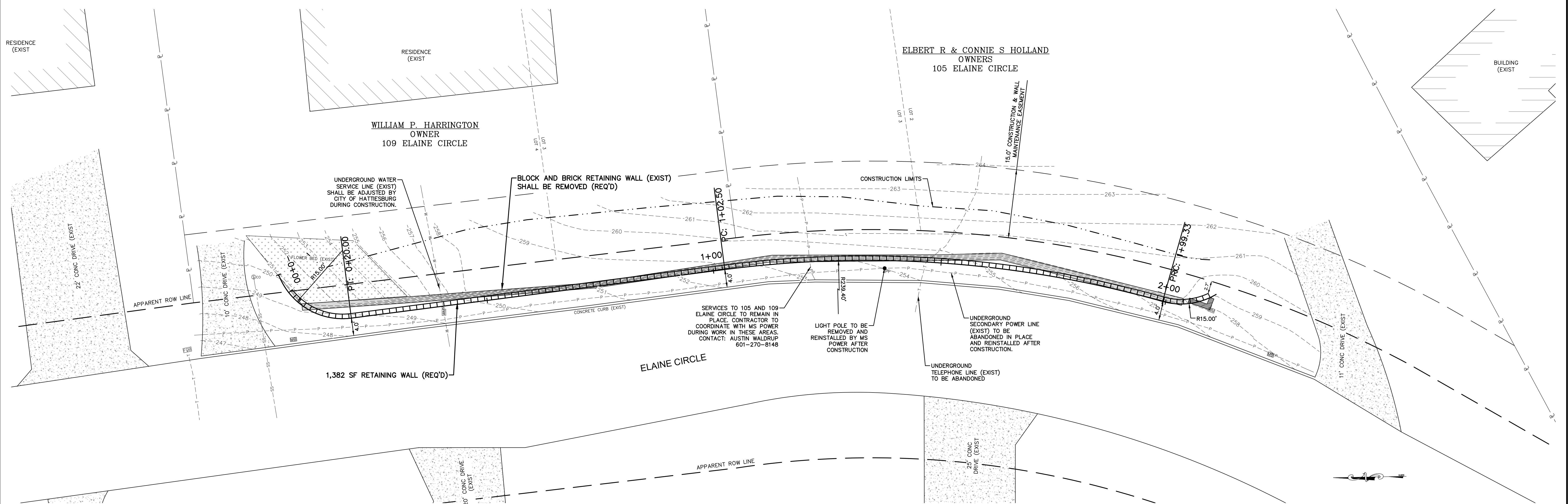
301 Second Ave. | Hattiesburg, MS 39401 | (p) 601.544.1821 | sd-w.com

DRAWING NO.

1235-108

SHEET

4



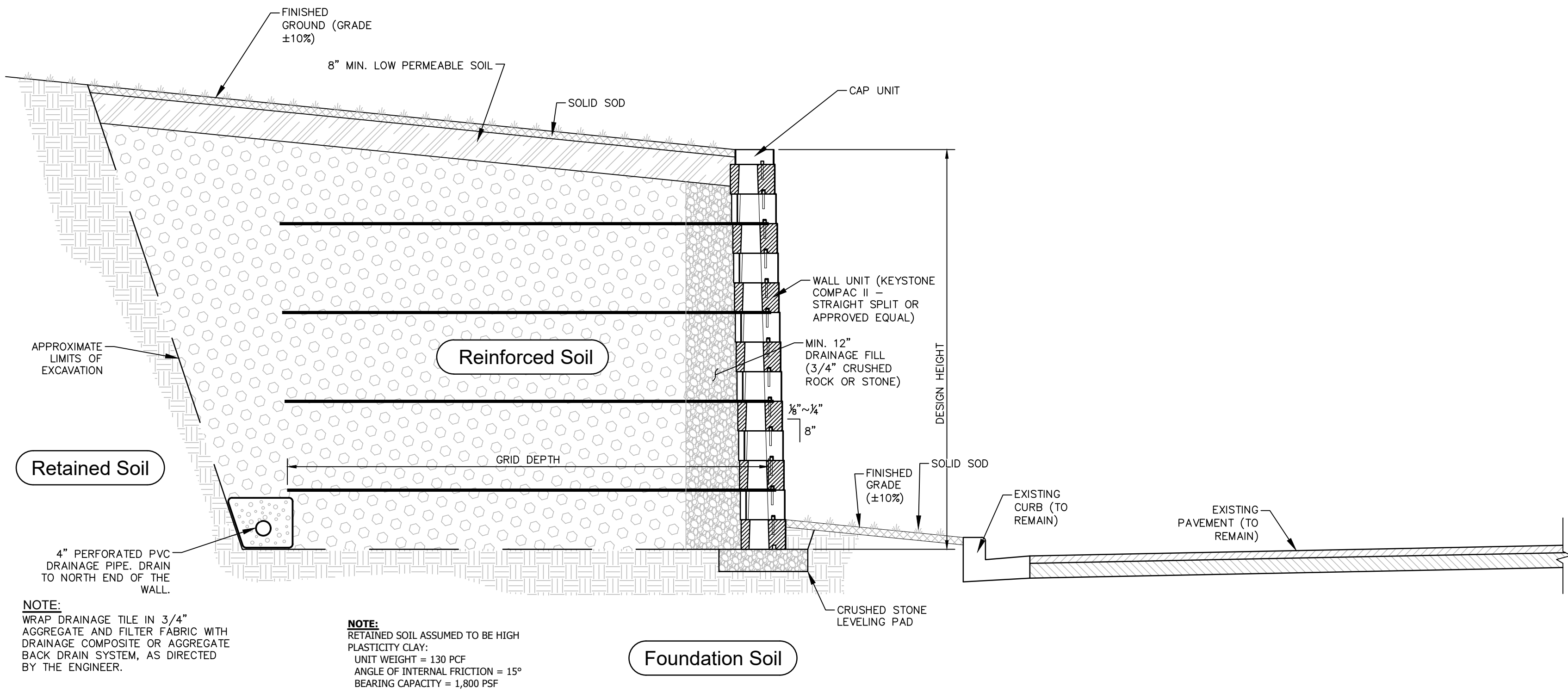
ELAINE CIRCLE RETAINING WALL RECONSTRUCTION
HATTIESBURG, MISSISSIPPI

DATE	REVISION	BY

DRAWN BY: GYM/NMC
DATE: 01-28-2021
CHECKED BY: NMC
SCALE: 1"=10' H & 1"=2' V

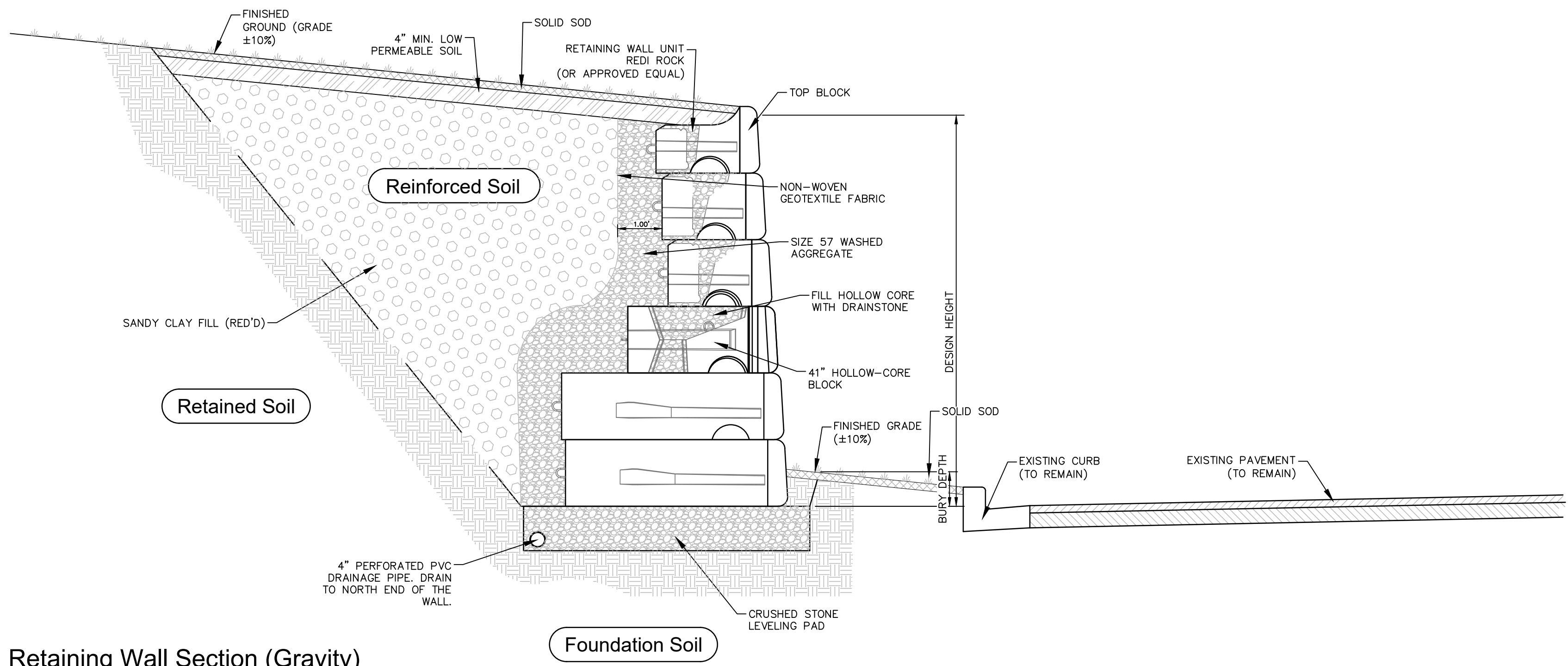
301 Second Ave. | Hattiesburg, MS 39401 | (p) 601.544.1821 | sd-w.com

DRAWING NO.
1235-108
SHEET 4



Retaining Wall Section (Mechanically Stabilized Earth)

Scale: 1" = 2'



Retaining Wall Section (Gravity)

Scale: 1" = 2'

NO.	DATE	DESCRIPTION	BY
RETAINING WALL DETAILS			
ELAINE CIRCLE RETAINING WALL RECONSTRUCTION			
CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			
sdw Engineering Progress 301 Second Ave., Hattiesburg, MS 39401 (p) 601.544.1821 sd-w.com			
Drawn by: GYM\NMC		Checked by: NMC	
Date: 01-27-2021		Scale: AS NOTED	
Drawing No.: 1235-108		Sheet No. 5	

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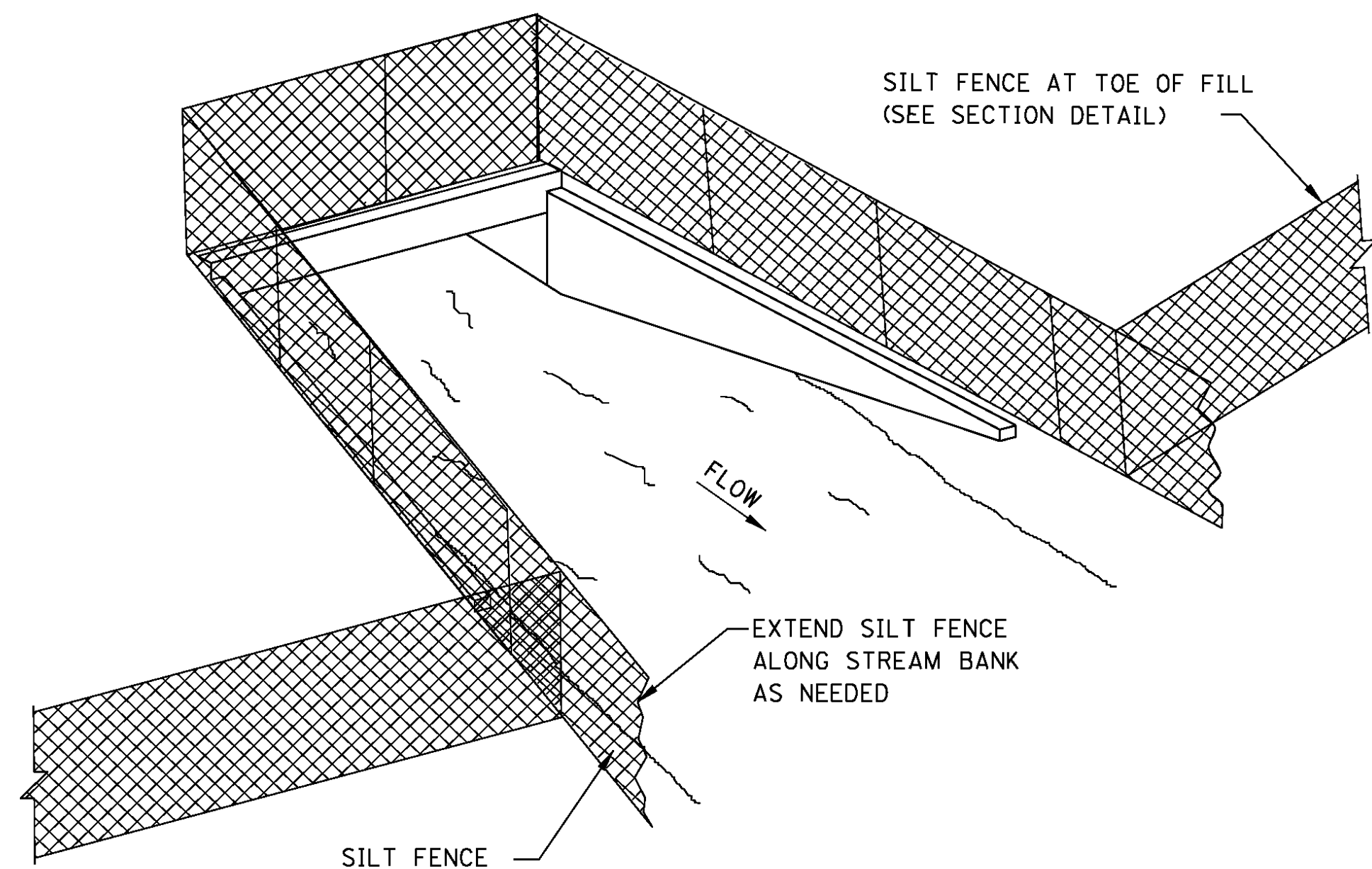
VEGETATION SCHEDULE						
EROSION CONTROL ITEMS		SEASONAL APPLICATIONS - DATES & RATES				REQUIREMENTS
		SPRING & SUMMER		FALL & WINTER		
	ITEMS	RATES	DATES	RATES	DATES	
	TOPSOIL FOR SLOPE TREATMENT (LVM)	4" THICK	MARCH 1 TO SEPTEMBER 1	4" THICK	SEPTEMBER 1 TO MARCH 1	TOPSOIL REQUIRED ON SLOPES DETERMINED BY THE ENGINEER DURING CONSTRUCTION
	STANDARD GROUND PREPARATION	PER SQ. FT.	MARCH 1 TO SEPTEMBER 1	PER SQ. FT.	SEPTEMBER 1 TO MARCH 1	GROUND PREPARATION REQUIRED ON AREAS TO RECEIVE SOLID SODDING OR SEEDING, AS APPLICABLE
	AGRICULTURAL LIMESTONE	3 TONS / ACRE	MARCH 1 TO SEPTEMBER 1	3 TONS / ACRE	SEPTEMBER 1 TO MARCH 1	LIMESTONE SHALL BE MECHANICALLY SPREAD UNIFORMLY AND INCORPORATED INTO THE SOIL PRIOR TO PLANTING
	COMBINATION FERTILIZER (13–13–13)	1000 LBS / ACRE	MARCH 1 TO SEPTEMBER 1	1000 LBS / ACRE	SEPTEMBER 1 TO MARCH 1	FERTILIZER SHALL BE MECHANICALLY SPREAD UNIFORMLY AND INCORPORATED INTO THE SOIL PRIOR TO PLANTING
	SUPER PHOSPHATE	0.5 TON / ACRE (EST)	MARCH 1 TO SEPTEMBER 1			SUPER PHOSPHATE (FOR BID ITEM PURPOSES)
	SEEDING (BERMUDA GRASS)	20 LBS / ACRE	MARCH 1 TO SEPTEMBER 1	20 LBS / ACRE	SEPTEMBER 1 TO MARCH 1	SEED REQUIRED ON DISTURBED AREAS. UNHULLED SEED MAY BE REQUIRED DURING THE DORMANT SEASON AS DIRECTED
	SEEDING (TALL FESCUE)			15 LBS / ACRE	AUGUST 15 TO MARCH 15	SEED REQUIRED IN DISTURBED AREAS
	SEEDING (CRIMSON CLOVER)			20 LBS / ACRE	AUGUST 15 TO MARCH 15	SEED REQUIRED ON DISTURBED AREA
	VEGETATIVE MATERIAL FOR MULCH	2 TONS / ACRE (EST)	MARCH 1 TO SEPTEMBER 1	2 TONS / ACRE (EST)	SEPTEMBER 1 TO MARCH 1	THE ENGINEER WILL DESIGNATE THE RATES OF APPLICABLE (SEE SUBSECTION 215–03.3)
	SOLID SODDING	PER SQ. YD.	MARCH 1 TO SEPTEMBER 1	PER SQ. YD.	SEPTEMBER 1 TO MARCH 1	SOLID SOD REQUIRED ON AREAS SPECIFIED IN THE CONTRACT OR BY THE ENGINEER
	WATERING	20 GAL / S.Y. (EST)	MARCH 1 TO SEPTEMBER 1	20 GAL. / S.Y. (EST)	SEPTEMBER 1 TO MARCH 1	TO BE USED AS DIRECTED IN THE PLANTING AND ESTABLISHING OF SOLID SOD
	INSECT PEST CONTROL	PER ACRE		PER ACRE		SEE SECTION 220
TEMPORARY EROSION CONTROL ITEMS						
	LIGHT GROUND PREPARATION	PER SQ. YD.		PER SQ. YD.		APPROXIMATELY HALF SQ.YD. STANDARD GROUND PREPARATION
	COMBINATION FERTILIZER (13–13–13)	0.25 TONS/ ACRE		0.25 TONS/ ACRE		QUANTITY BASED ON LIGHT GROUND PREPARATION
	SEEDING (BROWN TOP MILLET)	20 LBS / ACRE	APRIL 1 TO AUGUST 31			QUANTITY BASED ON LIGHT GROUND PREPARATION
	SEEDING (RYE GRASS)			25 LBS / ACRE	SEPTEMBER 1 TO MARCH 31	QUANTITY BASED ON LIGHT GROUND PREPARATION
	SEEDING (OATS)			90 LBS / ACRE	SEPTEMBER 1 TO DECEMBER 15	QUANTITY BASED ON LIGHT GROUND PREPARATION
	VEGETATIVE MATERIAL FOR MULCH	1 TON / ACRE (EST)		1 TON / ACRE (EST)		QUANTITY BASED ON LIGHT GROUND PREPARATION

- ① ALL AREAS THAT HAVE BEEN VEGETATED, UNDER THIS CONTRACT, FOR AT LEAST (60) SIXTY DAYS, SHALL RECEIVE ADDITIONAL APPLICATION(S) OF FERTILIZER(S) OF THE TYPE(S) AND RATE(S) OF APPLICATIONS AS DETERMINED BY SOIL TEST OR AS DIRECTED DURING THE GROWING SEASONS THE CONTRACT IS IN FORCE. GROUND PREPARATION WILL NOT BE REQUIRED FOR THE ADDITIONAL APPLICATIONS.
- ② PROPOSAL QUANTITIES ESTIMATED ON THE BASIS THAT 100% OF THE ACREAGE WILL BE SEEDED.
- ③ PROPOSAL QUANTITIES ESTIMATED ON THE BASIS THAT 50% OF THE ACREAGE WILL BE SEEDED.
- ④ QUANTITY ESTIMATED ON THE BASIS THAT 50% OF THE ACREAGE VEGETATED MAY REQUIRED TREATMENT.
- ⑤ THIS ITEM MAY BE OMITTED ON AREAS SELECTED BY THE ENGINEER.
- ⑥ BAHIAGRASS WILL NOT BE PERMITTED AS A MULCH MATERIAL.
- ⑦ PROPOSAL QUANTITIES ESTIMATED ON THE BASIS THAT 75% OF THE ACREAGE SEEDED MAY REQUIRE TOPSOIL

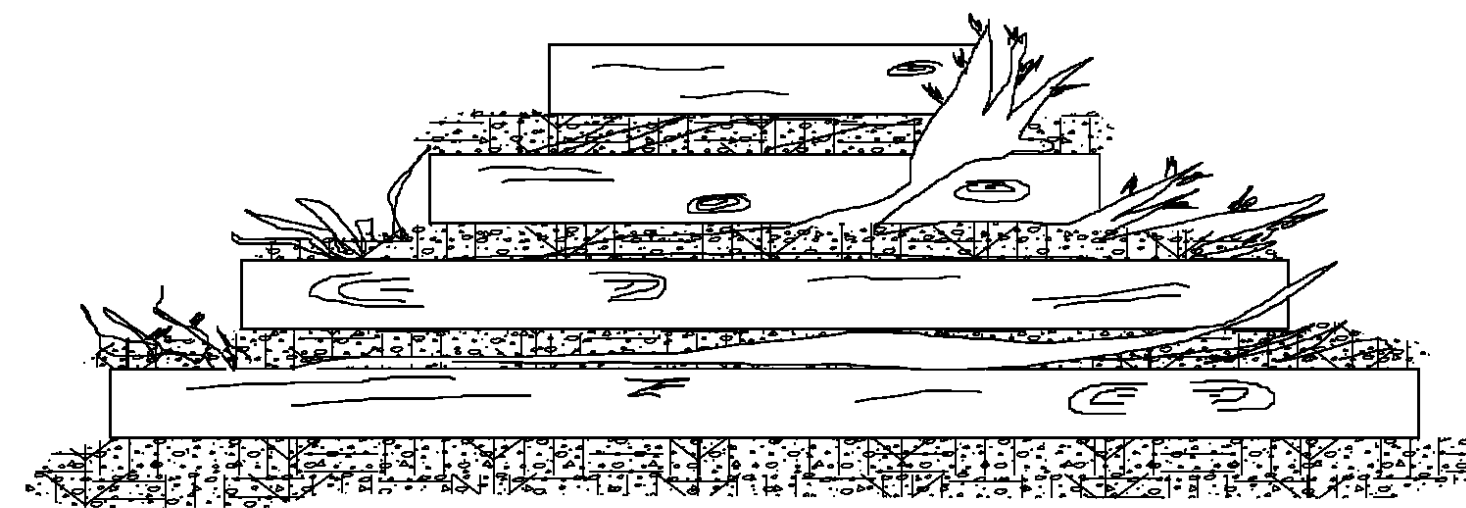
TEMPORARY EROSION CONTROL ITEMS REQUIRED FOR DETOURS		
ITEM	RATE	SEASONAL LIMITATIONS
STANDARD GROUND PREPARATION	---	---
COMBINATION FERTILIZER (13-13-13)	500 LBS/ACRE	---
SEEDING (BERMUDA GRASS)	10 LBS/ACRE	---
SEEDING (TALL FESCUE)	20 LBS/ACRE	AUGUST 15 TO MARCH 15
VEGETATIVE MATERIAL FOR MULCH	2 LBS/ACRE	---

NOTE: ALL VEGETATION ON THIS PROJECT SHALL BE PAID FOR UNDER AS OUTLINED IN THE BID PROPOSAL. ITEMS SHALL BE APPLIED USING THE RATES OF APPLICATION AS SHOWN ON THIS SHEET AND WILL NOT BE MEASURED FOR SEPARATE PAYMENT.

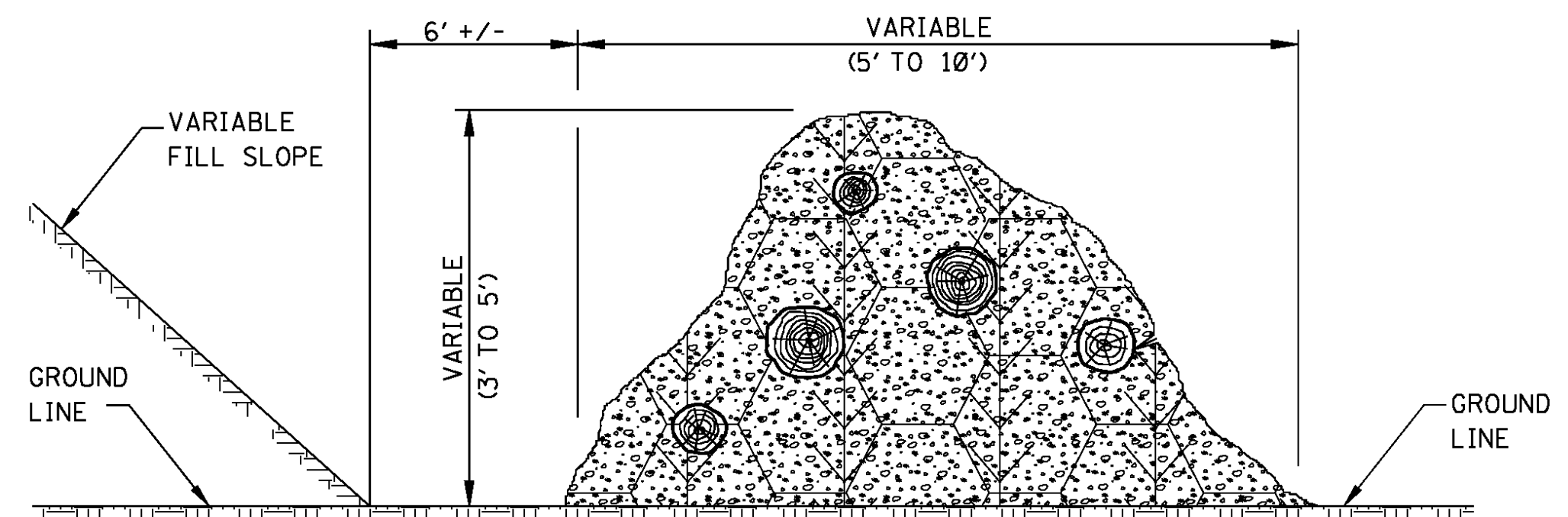
NO.	DATE	DESCRIPTION	BY
VEGETATION SCHEDULE			
ELAINE CIRCLE RETAINING WALL RECONSTRUCTION			
CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			
sdw Engineering Progress 301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 sd-w.com			
Drawn by: GYM\NMC		Checked by: NMC	
Date: 01-14-2021		Scale: NONE	
Drawing No.: 1235-108		Sheet No. 6	



SEDIMENT BARRIER AT CROSS DRAIN



FRONT ELEVATION



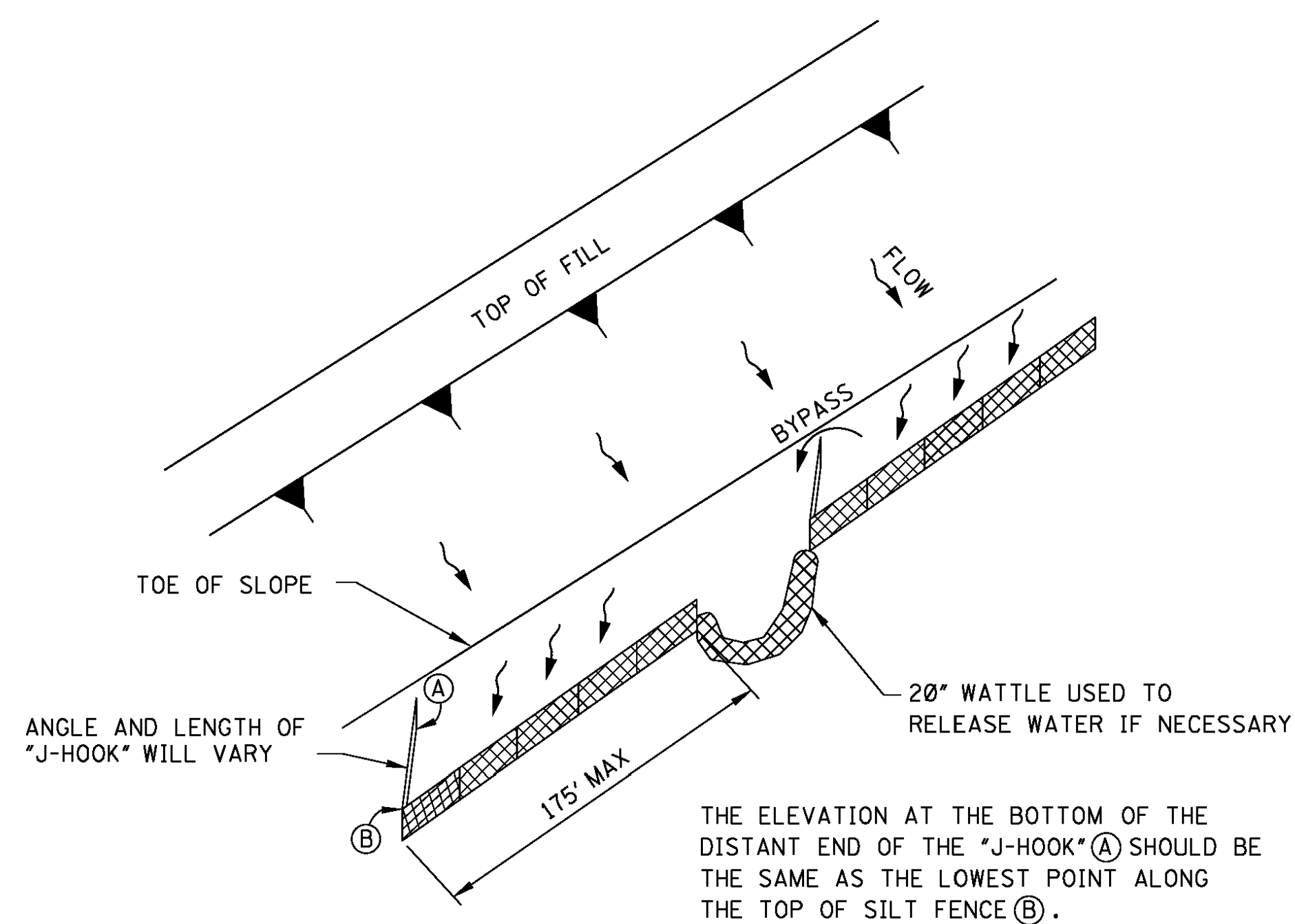
SIDE ELEVATION

TEMPORARY BRUSH BARRIER

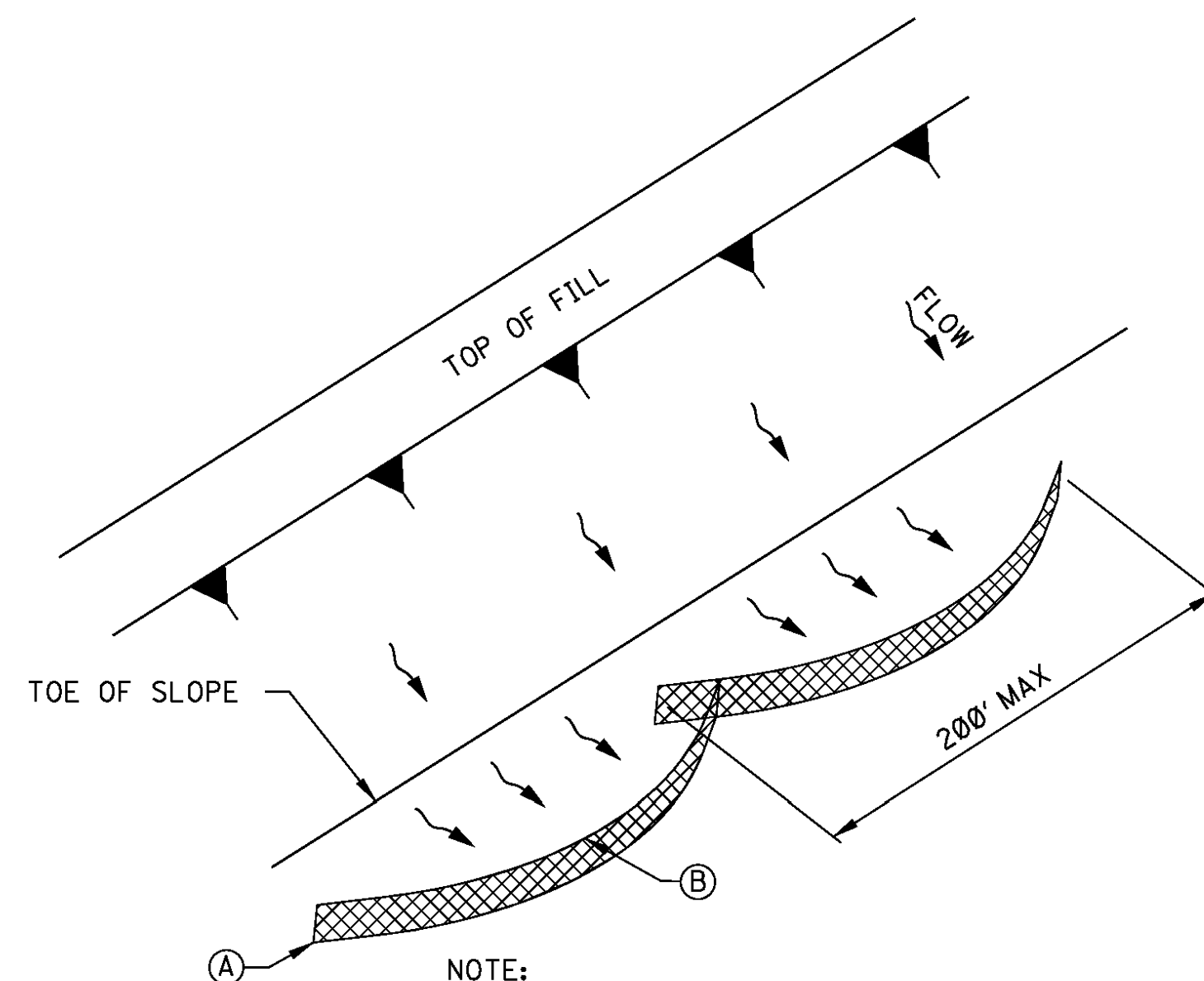
NOTES:

- BRUSH BARRIER MAY BE USED WHERE NATURAL GROUND IS LEVEL OR SLOPING AWAY FROM PROJECT.
- PLACE BRUSH, LOG AND TREE LAPS APPROXIMATELY PARALLEL TO TOE OF FILL SLOPE WITH SOME OF THE HEAVIER MATERIALS BEING PLACED ON TO TO PROPERLY SECURE THE BARRIER AS DETAILED AT LOCATIONS SHOWN ON PLANS OR AS DIRECTED OR PERMITTED BY THE ENGINEER.
- TO ALLOW WATER TO SEEP THROUGH BRUSH BARRIER, INTERMINGLE THE BRUSH, LOG AND TREE LAPS SO AS NOT TO FORM A SOLID DAM.
- THE BRUSH BARRIER MAY BE CHOKED WITH FILTER FABRIC. THE COST OF FABRIC TO BE INCLUDED IN OTHER ITEMS BID.
- TEMPORARY BRUSH BARRIER WILL NOT BE MEASURED FOR SEPARATE PAYMENT.

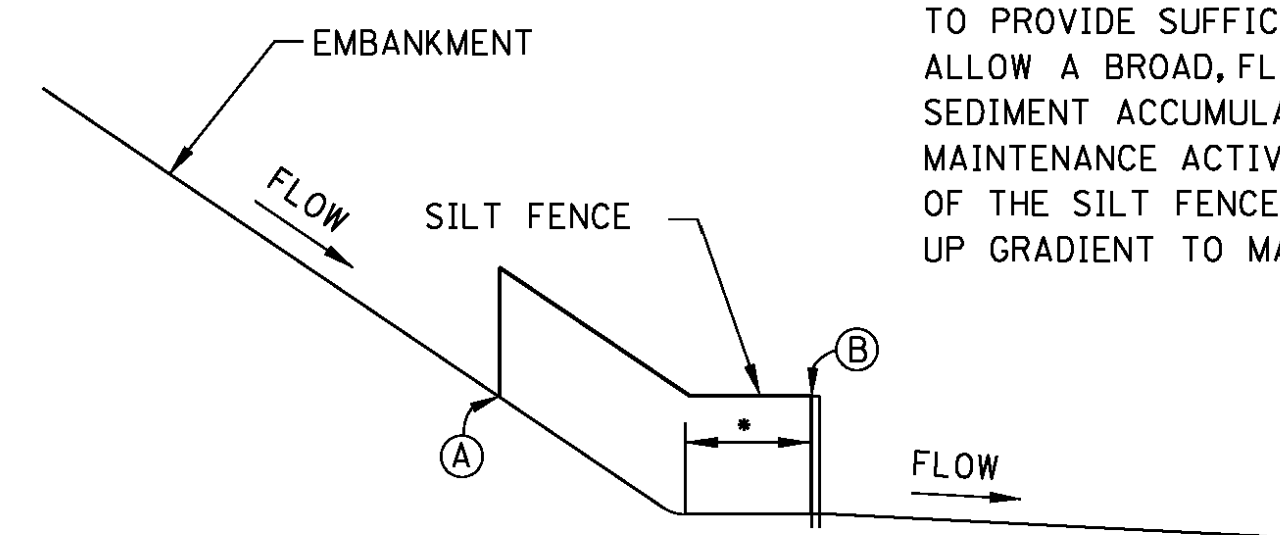
NOTE: ANCHOR AND INSTALL SILT FENCE PER DETAILS SHOWN ON WK. NO. ECD-3



"J-HOOK" SILT FENCE APPLICATION



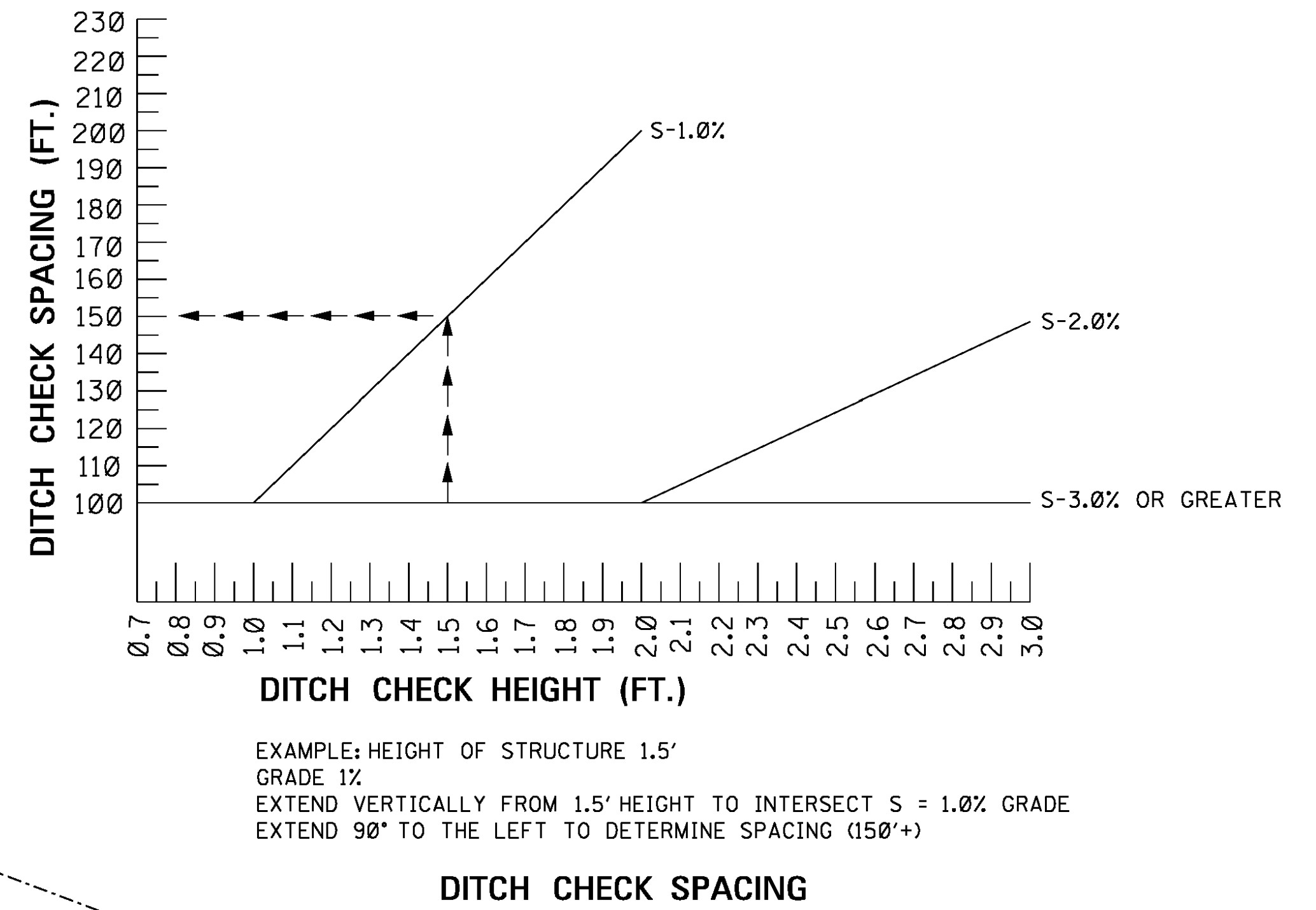
"SMILE-CONFIGURATION" SILT FENCE APPLICATION



SILT FENCE SECTION AT TOE OF FILL

- SILT FENCE SHOULD BE LOCATED AWAY FROM THE TOE OF THE SLOPE TO PROVIDE SUFFICIENT SPACE TO ALLOW A BROAD, FLAT AREA FOR SEDIMENT ACCUMULATION AND MAINTENANCE ACTIVITIES. THE ENDS OF THE SILT FENCE SHOULD BE TURNED UP GRADIENT TO MAXIMIZE STORAGE.

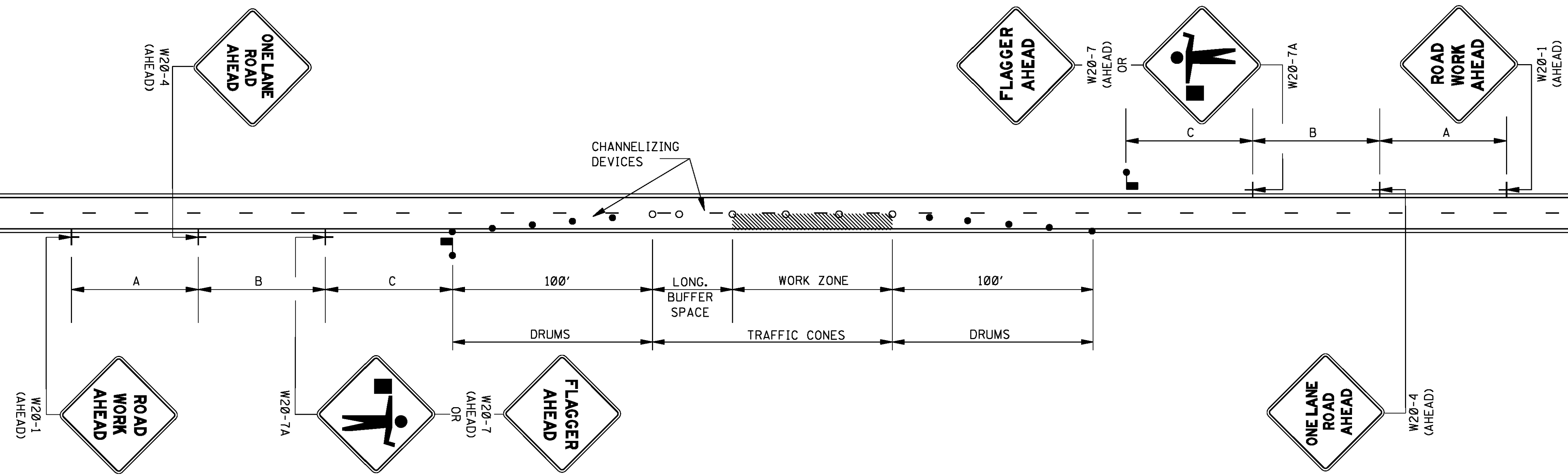
				MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN			
				DETAILS OF SEDIMENT BARRIER APPLICATIONS			
							
				WORKING NUMBER ECD-2			
				SHEET NUMBER 6102			
				ISSUE DATE: AUGUST 01, 2017			



GENERAL NOTES:

1. THE DITCH CHECK PERSPECTIVE ILLUSTRATES A TOOL BOX OF TEMPORARY PRACTICES THAT MAY BE USED. DITCH CHECKS ARE INSTALLED TO CONTROL RUNOFF VELOCITY AND THUS REDUCE EROSION AND PROVIDE FOR TRAPPING OF SEDIMENTS.
2. SELECTION OF THE APPROPRIATE DITCH CHECK SHOULD BE A FUNCTION OF CONSTRUCTION PHASE, DRAINAGE AREA, DITCH GRADIENT, SOIL TYPE, ECONOMY AND SAFETY.
3. DITCH CHECKS CAN BE REMOVED FOR MAINTENANCE AND/OR REPLACEMENT BUT MUST REMAIN IN PLACE UNTIL UPSLOPE AREAS HAVE BEEN PERMANENTLY STABILIZED. MAINTENANCE INCLUDES REMOVAL OF SEDIMENT BEGINNING WHEN SEDIMENT ACCUMULATION REACHES $\frac{1}{3}$ THE CAPACITY OR HEIGHT OF THE STRUCTURE AND NEVER ALLOWING FOR SEDIMENT TO ACCUMULATE MORE THAN $\frac{1}{2}$ THE VOLUME OR HEIGHT OF THE DITCH CHECK STRUCTURE.
4. HAY BALES SHOULD BE USED TO INTERCEPT LOW VOLUME FLOWS IN LOW TO MODERATE GRADIENT DITCHES.
5. SILT FENCE DITCH CHECKS SHOULD BE USED WHERE IT HAS BEEN DETERMINED THAT HAY BALE CHECKS ARE INADEQUATE. SILT FENCE DITCH CHECKS SHOULD BE USED TO INTERCEPT LOW VOLUME FLOWS IN LOW TO MODERATE GRADIENT DITCHES.
6. SANDBAG DITCH CHECKS SHOULD BE USED FOR VELOCITY REDUCTION AND MINIMAL SEDIMENT TRAPPING IN CONCRETE PAVED DITCHES OR IN DITCHES THAT HAVE ROCK BOTTOMS.
7. WATTLE DITCH CHECKS CAN BE USED FOR VELOCITY REDUCTION AND CONTROL OF SEDIMENT TRANSPORT UNDER LOW TO MEDIUM FLOW CONDITIONS.
8. SILT DIKES CAN BE USED IN DITCHES WITH CONCENTRATED FLOWS WITHIN THE CLEAR ZONE WHERE RIPRAP CAN NOT BE USED, AS CONSTRUCTION PROGRESSES.
9. ROCK DITCH CHECKS WITH SUMP EXCAVATION CAN BE PLACED IN DITCHES TO ASSURE ON-SITE SEDIMENT TRAPPING REQUIREMENTS ARE MET. DITCH CHECK WITH SUMP EXCAVATION IS USED WHEN DITCHES RECEIVE DRAINAGE FROM CUT OR FILL SLOPES OR OTHER CRITICAL AREAS WHERE SOIL EROSION IS EXPECTED. DRAINAGE AREA FOR A TEMPORARY SEDIMENT TRAP SHOULD BE LIMITED TO 3 ACRES. THEY CAN BE USED IN SERIES TO INCREASE ON-SITE SEDIMENT TRAPPING EFFICIENCY.
10. DITCH CHECKS, IN NO CASE, SHALL BE PLACED IN LIVE STREAMS.
11. CONFIGURATION AND SPACING MAY BE ADJUSTED IF APPROVED BY THE ENGINEER TO ACCOMMODATE TRAVELWAY SAFETY, WATER FLOW, OR SOIL AND INSTALLATION CHALLENGES.

						MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN DITCH CHECK STRUCTURES, TYPICAL APPLICATIONS AND DETAILS	 WORKING NUMBER ECD-4
					DATE	ISSUE DATE: AUGUST 01, 2017	



LEGEND

- FLAGGER
- RETROREFLECTIVE FREE-STANDING PLASTIC DRUMS
- TRAFFIC CONES (28" HEIGHT MINIMUM)

GENERAL NOTES:

1. THE LOCATION OF CHANNELIZING DEVICES AND THE WORK AREA LAYOUT SHALL BE BASED ON THE CRITERIA IN THE FOLLOWING TABLE. FLAGGER STATIONS SHALL BE LOCATED SUCH THAT APPROACHING VEHICLES WILL HAVE SUFFICIENT DISTANCE TO STOP. VALUES IN STOPPING SIGHT DISTANCE COLUMN MAY BE USED AS A MINIMUM FOR THIS DISTANCE.

POSTED SPEED AND/OR DESIGN SPEED	MAXIMUM CHANNELIZING DEVICE SPACING (ft)		LONGITUDINAL BUFFER SPACE (ft)	STOPPING SIGHT DISTANCE
	TAPER	ALONG LANE LINE & WORK ZONE		
mph				
25	20	50	55	155
30	20	60	85	200
35	20	70	120	250
40	20	80	170	305
45	20	90	220	360
50	20	100	280	425
55	20	110	335	495
60	20	120	415	570
65	20	130	485	645

† NOTE: BUFFER SPACE MAY BE ADJUSTED AS NEEDED ACCORDING TO ROADWAY GEOMETRY TO MEET SIGHT DISTANCE REQUIREMENTS, AS DIRECTED BY THE ENGINEER.

2. ALL CHANNELIZING DEVICES SHALL BE A MINIMUM OF 28" IN HEIGHT.
3. DIAMOND SHAPED TRAFFIC CONTROL SIGNS SHALL BE A MINIMUM OF 36" x 36" AND BLACK COPY ON FLUORESCENT ORANGE SHEETING.
4. WHEN WORK ZONE IS NO LONGER NEEDED, ALL SIGNS SHALL BE COVERED OR REMOVED AND ALL CHANNELIZING DEVICES SHALL BE MOVED TO THE SHOULDER EDGE.
5. ADDITIONAL FLAGGERS MAY BE NEEDED AS DIRECTED BY THE ENGINEER.
6. WHEN WORK IS REQUIRED AT NIGHT, FLAGGER STATIONS SHALL BE ILLUMINATED.
7. CHANNELIZING DEVICE TYPES FOR:
 - A. APPROACH AND EXIT TAPERS- RETROREFLECTIVE PLASTIC DRUMS
 - B. ALONG LANE LINE AND WORK ZONE- TRAFFIC CONES (28" HEIGHT)
8. ALL TRAFFIC CONTROL ITEMS SHOWN ON THIS SHEET WILL NOT BE MEASURED FOR SEPARATE PAYMENT. THIS WORK SHALL BE INCLUDED IN THE PRICE BID FOR MAINTENANCE OF TRAFFIC.

DISTANCE BETWEEN SIGNS

ROAD TYPE	A	B	C
URBAN (35 MPH OR LESS)	100 FT.	100 FT.	100 FT.
URBAN (40 - 70 MPH)	350 FT.	350 FT.	350 FT.
RURAL	500 FT.	500 FT.	500 FT.
EXPRESSWAY / FREEWAY	1000 FT.	1500 FT.	2640 FT.

			BY	MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN
			REVISION	
				TRAFFIC CONTROL PLAN WITH FLAGGER (ONE-LANE CLOSURE OF TWO-WAY TRAFFIC)
			DATE	 WORKING NUMBER TCP-1
				SHEET NUMBER 6351
				ISSUE DATE: <u>AUGUST 01, 2017</u>

SPECIFICATIONS AND CONTRACT DOCUMENTS

FOR

ELAINE CIRCLE RETAINING WALL REPAIR

FOR THE

CITY OF HATTIESBURG



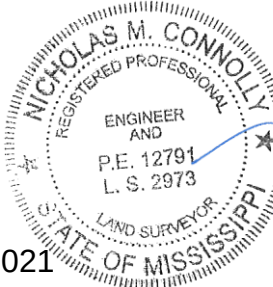
SEPTEMBER 2021

PREPARED BY:

**SHOWS, DEARMAN & WAITS, INC.
CONSULTING ENGINEERS**

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9-27-2021

ADVERTISEMENT FOR BIDS:

NOTICE is hereby given that the City Clerk of the City of Hattiesburg, MISSISSIPPI, will receive sealed bids until 10:00 A.M. on December 2, 2021 in the City Council Chambers at City Hall, 200 Forrest Street, Hattiesburg, MS 39401, and then at said location opened and read aloud for furnishing the City's requirements for the following:

ELAINE CIRCLE RETAINING WALL REPAIR HATTIESBURG, MISSISSIPPI

Official bid documents can be downloaded from www.sd-wprojects.com. Electronic bids can be submitted at www.sd-wprojects.com. For any questions relating to the electronic bidding process, please call Plan House at 662-407-0193. All bids must be accompanied by bid security equal to 5% of the amount of the bid, in the form of a certified check, cashier's check or a bid bond written by a company properly licensed in Mississippi.

Each BID must be received sealed and marked EXACTLY as follows:

BID: ELAINE CIRCLE RETAINING WALL REPAIR HATTIESBURG, MISSISSIPPI

No bid may be withdrawn for a period of sixty (60) days. The lowest and best proposal received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated and Amended, and other applicable State law; but the Council reserves the right to reject any or all proposals received and to waive informalities.

PUBLISHED by Order of the Council on the 19th day of October, 2021.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
Kermas Eaton, City Clerk

Publish on October 27, 2021 and November 3, 2021
City of Hattiesburg
Return PROOF to SDW, Inc.
301 Second Avenue
Hattiesburg, MS 39401

INFORMATION FOR BIDDERS

BIDS will be received by City of Hattiesburg, MS herein called the "OWNER", at City Hall until 10:00 AM on December 2, 2021, and then at said office publicly opened and read aloud.

Each BID must be submitted in sealed envelope, addressed to the City Clerk of said City. Each sealed envelope containing a BID must be plainly marked on the outside as BID for **ELAINE CIRCLE RETAINING WALL REPAIR, Hattiesburg, Mississippi** and the envelope should bear on the outside the BIDDER'S name, address, and license number if applicable. If forwarded by mail, the sealed BID shall be included in a delivery package addressed to the Owner at 200 Forrest Street, Hattiesburg, MS 39401.

All BIDS must be made on the required BID form. All blank spaces for BID prices must be filled in, in ink or typewritten, and the BID form must be completed and executed when submitted. Only one copy of the BID form is required.

The OWNER may waive any informalities or minor defects or reject any and all BIDS. Any BID may be withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered. No BIDDER may withdraw a BID within 60 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the OWNER and the BIDDER.

BIDDERS must satisfy themselves of the accuracy of the estimated quantities in the BID Schedule by examination of the site and a review of the drawings and specifications including ADDENDA. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of WORK or of the nature of the WORK to be done.

The OWNER shall provide to BIDDERS prior to BIDDING, all information which is pertinent to, and delineates and describes, the land owned and rights-of-way acquired or to be acquired.

The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent, or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the contract.

Each BID must be accompanied by a BID BOND payable to the OWNER for five percent (5%) of the total amount of the BID. As soon as the BID prices have been compared, the OWNER will return the BONDS of all except the three lowest responsive, responsible BIDDERS upon request of the BIDDER. When the Agreement is executed the BONDS of

the two remaining unsuccessful BIDDERS will be returned upon request of the BIDDER. The BID BOND of the successful BIDDER will be retained until the PAYMENT BOND and PERFORMANCE BOND have been executed and approved, after which it will be returned upon request of the BIDDER. A certified check may be used in lieu of a BID BOND.

A PERFORMANCE BOND and a PAYMENT BOND, each in the amount of 100 percent (100%) of the CONTRACT PRICE, with a corporate surety approved by the OWNER, will be required for the faithful performance of the contract.

Attorneys-in-fact who sign BID BONDS or PAYMENT BONDS and PERFORMANCE BONDS must file with each BOND a certified and effective dates copy of their Power of Attorney.

The party to whom the contract is awarded will be required to execute the Agreement and obtain the PERFORMANCE BOND and PAYMENT BOND within ten (10) calendar days from the date when NOTICE OF AWARD shall be accompanied by the necessary Agreement and BOND forms. In case of failure of the BIDDER to execute the Agreement, the OWNER may consider the BIDDER in default, in which case the BID BOND accompanying the proposal shall become the property of the OWNER.

The OWNER within thirty (30) days of receipt of acceptable PERFORMANCE BOND, PAYMENT BOND and Agreement signed by the party to whom the Agreement was awarded, shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the OWNER not execute the Agreement within such period, the BIDDER may by WRITTEN NOTICE withdraw the signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER.

The NOTICE TO PROCEED shall be issued within thirty (30) days of the execution of the Agreement by the OWNER. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period; the time may be extended by mutual agreement between the OWNER and CONTRACTOR. If the NOTICE TO PROCEED has not been issued within the thirty (30) day period or within the period mutually agreed upon, the CONTRACTOR may terminate the Agreement without further liability on the part of either party.

The OWNER may make such investigations as deemed necessary to determine the ability of the BIDDER to perform the WORK, and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the Agreement and to complete the WORK contemplated therein.

A conditional or qualified BID will not be accepted.

Award will be made to the lowest and best responsive and responsible BIDDER.

All applicable Laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the contract throughout.

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to his BID.

FURTHER, the BIDDER agrees to abide by the requirements under Executive Order No. 11246, as amended, including specifically the provisions of the equal opportunity clause.

The BIDDER shall supply the names and addresses of major material SUPPLIERS and SUBCONTRACTORS when required to do so by the OWNER.

The ENGINEER is SHOWS, DEARMAN & WAITS, INC. The address of the ENGINEER is 301 2nd Avenue, HATTIESBURG, MISSISSIPPI.

PROPOSAL FORM

I (we) agree to begin work within (10) calendar days after the issuance of Notice to Proceed, and to complete the work within 60 calendar days thereafter.

It is understood that the quantities of work listed for unit prices bid are approximate and are intended to merely indicate the general scope of the various items entering into the complete work and for comparison of bids. It is further understood and agreed that the Owner may increase or decrease the quantities listed in the Proposal and that no change in the unit prices proposed shall be occasioned thereby.

The undersigned further agrees that the unit and lump sum prices quoted include all items of work required or necessary for the accomplishment of the projected work and that these items include all work indicated on the Plans and Specifications for which no specific pay items have been established.

The undersigned certifies that the bid prices contained herein have been carefully checked and are submitted as correct and final.

If within sixty (60) days the scheduled closing time for receipt of bids, this Proposal is accepted, the undersigned will execute a formal contract within ten (10) days after official notification thereof, will deliver a surety bond for the faithful performance of this contract, and will complete the work within the time specified from the date of execution of the contract.

Respectfully Submitted,

Authorized by:

ADDRESS

ELAINE CIRCLE RETAINING WALL REPAIR

PROPOSAL FORM

Item	Description	Unit	Quantity	Unit Price	Extension
1	Mobilization	LS	1.0		
2	Clearing and Grubbing	LS	1.0		
3	Removal of Existing Retaining Wall	LS	1.0		
4	Retaining Wall System (Per MDOT Specification Section 809)	SF	1,382.0		
5	Maintenance of Traffic	LS	1.0		
6	Grassing	LS	1.0		
7	Solid Sod	SF	900.0		
				BID TOTAL	

ALL ITEMS NOT LISTED AND REQUIRED FOR CONSTRUCTION BY THE PLANS AND SPECIFICATIONS SHALL BE ABSORBED INTO THE LISTED PROPOSAL ITEMS

Base Bid Respectfully Submitted, Name of Firm or Bidder: _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS: that we, the under signed, _____
_____ Principal, and _____
_____ as Surety, are hereby held and firmly bound unto the City of Hattiesburg as Owner in the penal sum of 5% (Five Percent) for payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this _____ day of _____, 20_____.

The Condition of the above obligation is such that whereas the Principal has submitted to a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the following project:

**ELAINE CIRCLE RETAINING WALL REPAIR
HATTIESBURG, MISSISSIPPI**

NOW, THEREFORE,

(a) If said BID shall be rejected, or

(b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year set forth above.

PRINCIPAL

SURETY

BY: _____

IMPORTANT: Surety companies executing BONDS must appear on the Treasure Department's most current line (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 20____ by and between _____ hereinafter called the CONTRACTOR, the City of Hattiesburg hereinafter called the OWNER, Witnesseth that the CONTRACTOR and the OWNER, for the consideration hereafter named and agrees as follows.

ARTICLE 1: SCOPE OF WORK

The CONTRACTOR agrees to furnish all tools, labor, equipment, materials, and supplies required to be furnished, and perform all work required under and in accordance with the plans entitled:

ELAINE CIRCLE RETAINING WALL REPAIR HATTIESBURG, MISSISSIPPI

which are on file at the office of the OWNER, and the Specifications, Proposals, General and Special Conditions, attached hereto and made a part hereof as fully as though copied herein, under the direct supervision and to the entire satisfaction of the OWNER and in accordance with the Laws of the State of Mississippi.

ARTICLE 2: THE CONTRACT SUM

It is further agreed and understood by and between the parties hereunto that the OWNER agrees to pay and the CONTRACTOR agrees to accept full and final compensation for all work done under this agreement, the lump sum amount adjusted for variation of quantities at the unit prices named in the Proposal, which is hereto attached, such payment to be made in lawful money of the United States, at the time and in the manner hereinafter set forth.

ARTICLE 3: TIME OF COMPLETION

The CONTRACTOR agrees, for the consideration above expressed, to begin and complete the work within the time specified in the Proposal. If the CONTRACTOR fails to complete the work in the time specified, he shall pay the OWNER as **liquidated damages**, ascertained and agreed, and not in the nature of a penalty, the sum of **\$750.00** for each day delayed, which shall be deducted from the final amount to be paid under the contract; provided that the extension of time with the waiver of liquidation damages may be granted as provided for in the Specifications. The Contractor and the Contractor's Sureties shall be liable for all liquidated damaged in excess of money due the Contractor.

ARTICLE 4: PROGRESS PAYMENTS

The OWNER agrees to make progress payments during the construction as provided herein as follows:

The CONTRACTOR will on or before the tenth (10th) day of each month make an estimate of the value of the work done, based on contract prices, and submit to the ENGINEER, along with an affidavit by the CONTRACTOR that progress payments theretofore received from OWNER have discharged in full all the CONTRACTOR's obligations stated in prior progress payments. ENGINEER will recommend partial payment to the OWNER within a reasonable time of receipt of CONTRACTOR's estimate based on the ENGINEER's estimated quantities.

The OWNER agrees to pay the CONTRACTOR one hundred percent (100%) of the value of the work done each month, less retainage in accordance with MS Code of 1972 Section 31-5-33 until final acceptance of the work has been made. If defective and/or materials are discovered or reasonable doubt arises to the integrity of any part of the work for which partial payment has been allowed, a deduction from subsequent estimates in the amount equal to the work in question will be made until the defects have been remedied or the cause for doubt removed.

ARTICLE 5: ACCEPTANCE AND FINAL PAYMENT

Upon receipt of written notice that the work is ready for final acceptance and inspection, the ENGINEER shall promptly make such inspection, and when he finds the work acceptable under the contract, and the contract fully performed, he shall promptly issue a final certificate, over his own signature, stating that the work provided for in this Contract has been completed and is accepted by him under the terms and conditions thereof. Then, the entire balance shall be due the CONTRACTOR within forty-five (45) days the date of said final acceptance and receipt of the closeout documents required per the Supplement to General Conditions and recommendation of the same to the OWNER.

Before issuance of final certificate, the CONTRACTOR shall submit evidence satisfactory to the ENGINEER that all payrolls, materials, bills, and other indebtedness connected with the work have been paid.

The making and acceptance of the final payment shall constitute a waiver of all claims by the OWNER, other than those arising from unsettled liens, from faulty work or materials appearing within one (1) year after payment, or claims previously made and still unsettled.

If, after the work has been substantially completed, full completion thereof is materially delayed through no fault of the CONTRACTOR, and the ENGINEER, so certifies, the OWNER shall, upon certificate of the ENGINEER and without terminating the Contract, make payment of the balance due for that portion of the work fully completed and

accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

ARTICLE 6: THE PERFORMANCE BOND

The CONTRACTOR agrees to furnish a bond, with an approved surety thereon guaranteeing the performance of this contract, in no less than one hundred percent (100%) of the amount of the Contract. Said Bond shall be conditioned on full and complete performance of the Contract, and for the payment of all labor and materials for a period of one (1) year after completion. The Surety on said Bond shall be a surety company of financial resources satisfactory to the OWNER and authorized to do business in the State of Mississippi.

ARTICLE 7 INSURANCE

The CONTRACTOR agrees to also carry public liability insurance, property damage insurance, and workman's compensation insurance in amounts as required by the specifications.

WITNESSETH: that for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of the project specified herein.
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the project described herein.
3. The CONTRACTOR will commence the work required by the "Contract Documents" and complete the project on or before the completion date unless the period for completion is extended otherwise by the "Contract Documents."
4. The CONTRACTOR agrees to perform all of the work described in the "Contract Documents" and comply with the terms therein for the sum as shown in the bid schedule.
5. The term "Contract Documents" means and includes the following:

Advertisement for Bids	Notice of Award
Instructions to Bidders	Notice to Proceed
Bid	Change Order
Bid Bond	General Conditions
Contract Agreement	Supplemental General Conditions
Payment Bond	Technical Specifications

6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the "General Conditions" such amounts as required by the "Contract Documents."
7. This "Contract Agreement" shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

OWNERS:

SEAL

City of Hattiesburg

Authorized by:

DATE

(Printed Name & Title)

ATTEST _____

CONTRACTOR:

SEAL

DATE

ATTEST _____

IMPORTANT NOTE: Surety companies executing bonds must appear on the US Treasury Department's most current list (Circular 570, as amended) and be authorized to transact business in the state where the project is located.

PAYMENT AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: THAT WE, the Undersigned _____ (hereinafter called the Principal), a corporation, partnership or individual duly unauthorized by law to do business as a construction contractor in the State of Mississippi, and _____ of _____ (herein called the Surety), a corporation duly authorized to do surety business under the laws of the State of Mississippi, are held and firmly bound unto the City of Hattiesburg, MS (hereinafter called the Obligee), a Municipality existing under the laws of the State of Mississippi, in the penal sum of _____ Dollars (_____) lawful money of the United States, for the payment of which well and truly to be made, the said Principal and the said Surety do hereby bind ourselves, our heirs, executors, administrators and assigns, jointly and severally, by these presents, as follows:

The Condition of this obligation is such that; whereas Principal by an instrument in writing attached hereto and bearing date of _____ has agreed with said Obligee to do all work necessary and to furnish labor, materials, tools, supplies and services to construct **ELAINE CIRCLE RETAINING WALL REPAIR, HATTIESBURG, MISSISSIPPI** as shown on Plans and specified thereby in the Specifications, Proposal and other Contract Documents hereto attached.

NOW THEREFORE, if said Principal shall well and truly in good, sufficient and workmanlike manner, and to the satisfaction of Obligee perform and complete the work required, and shall defend, indemnify and save harmless said Obligee against all damages, claims, demands, expense and charge of every kind (including claims of patent infringement) arising out of injury or damage to persons or property by reason or arising from any act, omission or neglect of said Principal, his agent, servants or employees with relation to said work; and shall pay all cost, charges, rentals and expenses for labor, material, supplies and equipment and deliver the said improvement to Obligee completed and ready for occupancy or operation, and free from all liens, encumbrances or claims for labor, material or otherwise; and shall pay all other expenses lawfully chargeable to Obligee by reason of any default or neglect of the said Principal in the relation of said agreement and said work, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED FURTHER, that the said surety for value received hereby stipulates and agrees that no charge, extension of time, alteration or addition to the terms of the Contract, or the work to be performed thereunder, or the Specifications accompanying the same, shall in any way affect its obligation on this bond and does hereby waive notice of any change, extension of time, alteration or addition to the terms of the Contract, or to the work, or to the Specifications.

PROVIDED FURTHER, that if Principal, or his, or its subcontractor or subcontractors fail to duly pay for any labor, materials, team hire, sustenance provisions or any other supplies or materials used or consumed by such Principal or his, their or its subcontractors in performance of the work contracted to be done, the Surety will pay the same in any amount not exceeding the sum specified in the bond, together with interest as provided by law.

IN WITNESS THEREOF: Said Principal and Surety have hereunto set their hands and seals at _____ this _____ day of _____, 20__.

(SEAL)

WITNESSES:

PRINCIPAL

ADDRESS

Name of person executing for Principal

TITLE

SURETY

ADDRESS

WITNESSES:

Name of person executing for Surety

TITLE

GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS

Wherever used in these General Conditions or in the other Contract Documents, the following terms shall have the meaning indicated which shall be applicable to both the singular and plural thereof.

ACCEPTANCE: By the OWNER of the Work as being fully complete in accordance with the Contract Documents.

AGREEMENT: The written agreement between the OWNER and the CONTRACTOR covering the Work to be performed: The Contract Documents are attached to and made a part of the Agreement. Also designated as the Contract.

ADDENDA: Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the Contract Documents, Drawings and Specifications, by addition, deletions, clarifications or corrections.

APPLICATION FOR PAYMENT: The form furnished by the ENGINEER which is to be used by the CONTRACTOR in requesting progress payments and an affidavit of the CONTRACTOR that progress payments theretofore received from the OWNER on account of the WORK have been applied by the CONTRACTOR to discharge in full all of the CONTRACTOR'S obligations stated in prior Applications for Payment.

APPROVAL: Accept as satisfactory.

BID: The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

BIDDER: Any person, firm or corporation submitting a Bid for the Work.

BONDS: Bid, performance and payment bonds and other instruments of security furnished by the CONTRACTOR and his surety in accordance with the Contract Documents and in accordance with the law of the place of the project.

CHANGE ORDER: A written order to the CONTRACTOR signed by the OWNER authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time issued after execution of the Agreement.

CONTRACT DOCUMENTS: The Agreement, Addenda, Instruction's to Bidders, CONTRACTOR'S BID, the Bonds, the Notice of Award, these General Conditions,

the Supplementary conditions, Special Conditions, Technical Conditions, the Specifications, Drawings and Modifications, and Notice to Proceed.

CONTRACT PRICE: The total moneys payable to the CONTRACTOR under the Contract Documents.

CONTRACT TIME: The number of calendar days stated in the Agreement for the completion of the Work.

CONTRACTING OFFICER: The OWNER (Grantee) - The individual who is authorized to sign the contract documents on behalf of the OWNER'S governing body.

CONTRACTOR: The person, firm or corporation with whom the OWNER has executed the Agreement.

DAY: A calendar day of twenty-four hours measured from midnight to the next midnight.

DRAWINGS: The drawings which show the character and scope of the Work to be performed and which have been prepared or approved by the ENGINEER and are referred to in the Contract Documents.

ENGINEER: The person, firm or corporation named as such in the Contract Documents.

FIELD ORDER: A written order issued by the ENGINEER which clarifies or interprets the Contract Documents in accordance with Paragraph 9.3 or orders minor changes in the Work in accordance with paragraph 10.2.

HE, HIS, AND HIM: These are several pronouns that shall represent both male and female genders.

MODIFICATION: (a) A written amendment of the Contract Documents signed by both parties, (b) a Change Order (c) a written clarification or interpretation issued by the ENGINEER in accordance with paragraph 9.3 or (d) a written order for a minor change or alteration in the Work issued by the ENGINEER pursuant to paragraph 10.2. A modification may only be issued after execution of the Agreement.

NOTICE OF AWARD: The written notice by OWNER to the apparent successful Bidder stating that upon compliance with the conditions precedent to be fulfilled by him within the time specified, OWNER will execute and deliver the Agreement to him.

NOTICE TO PROCEED: A written notice given by OWNER to CONTRACTOR (with a copy to ENGINEER) fixing the date on which the Contract Time will commence to run and on which CONTRACTOR shall start to perform his obligations under the Contract Documents.

OWNER: A public body or authority, corporation, association, partnership, or individual for whom the Work is to be performed.

PROJECT: The entire construction to be performed as provided in the Contract Documents.

CONSTRUCTION OBSERVER, RESIDENT INSPECTOR, CONSTRUCTION INSPECTOR, PROJECT REPRESENTATIVE: An authorized representative of the ENGINEER assigned to observe the Work performed and materials furnished by the CONTRACTOR or such other person as may be appointed by the OWNER as his representative. The CONTRACTOR shall be notified in writing of the identity of this representative.

SHOP DRAWINGS: All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the CONTRACTOR, a Subcontractor, manufacturer, supplier or distributor and which illustrate the equipment, material or some portion of the Work and as required by the Contract Documents.

SAMPLES: Physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

SPECIFICATIONS: Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work.

SUBCONTRACTOR: An individual, firm or corporation having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the site.

SUBSTANTIAL COMPLETION: Substantial completion may be granted for all or portions of the work prior to final completion and stopping of contract time. Substantial completion is defined as the date when the construction is sufficiently completed in accordance with the contract documents so that the project or specified part of the project can be utilized for the purpose for which it was intended. The contract provides that the retainer may be reduced for that portion of the work which substantial completion is granted, but the granting of substantial completion will not stop contract time or liquidated damages.

SUPPLEMENTARY GENERAL CONDITIONS: Federal and State conditions in effect at time of submission of Bid in addition to those Supplementary General Conditions attached here to.

SUPPLIER: Any person or organization who supplies materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the site.

SPECIAL CONDITIONS: When included as a part of the Contract Documents, Special Conditions refer only to the Work under this Contract.

SURETY: The corporate body which is bound with the CONTRACTOR and which engages to be responsible for the CONTRACTOR and his acceptable performance of the Work.

WORK: Any and all obligations, duties and responsibilities necessary to the successful completion of the Project assigned to or undertaken by CONTRACTOR under the Contract Documents, including all labor, materials, equipment and other incidentals, and the furnishing thereof.

WRITTEN NOTICE: The term "Notice" as used herein shall mean and include all written notices, demands, instructions, claims, approvals, and disapprovals required to obtain compliance with Contract requirements. Written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or to an authorized representative of such individual, firm or corporation, or if delivered at or sent by registered mail to the last business address known to him who gives the notice. Unless otherwise stated in writing, any notice to or demand upon the OWNER under this Contract shall be delivered to the OWNER through the ENGINEER.

ARTICLE 2 - PRELIMINARY MATTERS:

AWARD:

2.1 The award of the Contract, if it is awarded, will be to the lowest and best responsible, responsive Bidder. No Notice of Award will be given until the OWNER has concluded such investigations as he deems necessary to establish the responsibility, qualifications, and financial ability of the Bidders to do the Work in accordance with the Contract Documents to the satisfaction of the OWNER within the time prescribed. The OWNER reserves the right to reject the BID of any Bidder who does not pass such investigation to the OWNER'S satisfaction. In analyzing Bids, the OWNER may take into consideration alternates and unit prices, if requested by the Bid Form. If the Contract is awarded, the OWNER will issue the NOTICE of AWARD and give the successful Bidder a contract for execution with sixty (60) days after opening of Bids.

EXECUTION OF AGREEMENT:

2.2 At least three counterparts of the Agreement and such other Contract Documents will be executed and delivered by CONTRACTOR to the ENGINEER within 10 days of receipt from the OWNER.

FORFEITURE OF BID SECURITY:

2.3 Failure of the successful Bidder to execute and deliver the Agreement and deliver the required Bonds as stipulated in paragraph 2.3 shall be just cause for the OWNER to annul the Notice of Award and declare the Bid and any security therefore forfeited.

The quantities appearing in the bid schedule are approximate and have been prepared for comparison of bids. The OWNER does not guarantee or assume any responsibility that quantities shown on the plans will not vary during actual construction of the contract. The CONTRACTOR further acknowledges the possibility of variation of quantities, shall be precluded from claiming in the construction of the project, and the CONTRACTOR shall not claim deception or misunderstanding because of any variation in quantities, location, character of work, or any other condition. Payment will be made only for actual quantities of work performed.

The OWNER makes no guarantees regarding the character or extent of water levels, soil, rock, utilities, or any other subsurface condition the BIDDER may encounter during work. The OWNER requires BIDDERS to make their own evaluation of subsurface soil conditions and to determine how these conditions may affect methods of construction.

CONTRACTOR'S PRE-BID REPRESENTATIONS:

2.4 CONTRACTOR represents that he has familiarized himself with, and assumes full responsibility for having familiarized himself with, the nature and extent of the Contract Documents, Work, Locality, and local conditions and will obey all federal, state, and local laws, ordinances, rules and regulations that may in any manner affect performance of the Work, and represents that he has correlated his study and observations with the requirements of the Contract Documents. CONTRACTOR also represents that he has studied all surveys and investigation reports of subsurface and latent physical conditions referred to in the Specifications and made such additional surveys and investigations as he deems necessary for the performance of the Work at the Contract Price in accordance with the requirements of the Contract Documents and that he has correlated the results of all such data with the requirements of the Contract Documents.

COMMENCEMENT OF CONTRACT TIME:

2.5 The Contract Time will commence to run in accordance with the Notice to Proceed.

STARTING THE PROJECT:

2.6 CONTRACTOR shall start to perform his obligations under the Contract Documents on the date when the Contract Time commences to run. No Work shall be done at the site prior to the date on which the Contract Time commences to run, except with the written consent of the OWNER.

BEFORE STARTING CONSTRUCTION:

2.7 Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. He shall at once report in writing to ENGINEER any conflict, error or discrepancy which he may discover; however, he shall not be liable to OWNER or ENGINEER for his failure to discover any conflict, error or discrepancy in the Drawings or Specifications. CONTRACTOR shall pot-hole existing utilities to ascertain exact location throughout the entire project. CONTRACTOR shall notify the ENGINEER any such locations of utilities which will prevent the work from being performed as designed, any work performed in which conflicts with an existing utility shall be remedied by the CONTRACTOR at his sole expense.

SCHEDULE OF COMPLETION:

2.8 Within ten (10) days after delivery of the Notice to Proceed by OWNER to CONTRACTOR, CONTRACTOR shall submit to ENGINEER an estimated progress schedule with earnings indicating the starting and completion dates of the various stages of the Work, and a preliminary schedule of Shop Drawing submissions. (See paragraphs 6.22 through 6.26.) The ENGINEER shall review and return this schedule or require revisions thereto within 14 days of its submittal. If there is more than one CONTRACTOR involved in a project, the responsibility for coordinating the Work of all CONTRACTORS shall be as provided in the Special Conditions.

2.9 At a time deemed appropriate by the OWNER to but before starting the Work at the site, a preconstruction conference may be held to review the above schedules, to establish procedures for handling shop drawings and other submissions and for processing Applications for Payment, and to establish a working understanding between the parties as to the project. Present at the conference will be the OWNER or his representative, ENGINEER, Resident Project Representatives, CONTRACTOR and his Superintendent.

QUALIFICATION OF SUBCONTRACTORS MATERIALMEN AND SUPPLIERS:

2.10 Within ten (10) working days after bid opening, the CONTRACTOR will (if required) submit to the OWNER and the ENGINEER, for acceptance, a list of the names of Subcontractors and such other persons and organizations (including those who are to furnish principal items of material or equipment) proposed for those portions of the Work as to which the identity of the Subcontractors and other person and organizations must be submitted as specified in the Contract Documents. Within thirty (30) working days after receiving the list, the ENGINEER will notify the CONTRACTOR in writing if either the OWNER or the ENGINEER, after due investigation, has reasonable objection to any Subcontractor, person or organization on such list. The failure of the OWNER or the ENGINEER to make objection to any Subcontractor, person or organization on the list within thirty days of receipt shall constitute an acceptance of such Subcontractor, person or organization. Acceptance of any such Subcontractor, person or organization shall not constitute a waiver of any right of the OWNER or the ENGINEER to reject defective Work, material or equipment, or Work, material or equipment not in conformance with the requirements of the Contract Documents.

ARTICLE 3 - CORRELATION, INTERPRETATION AND INTENT OF CONTRACT DOCUMENTS:

3.1 It is the intent of the Specifications and Drawings to describe a complete Project to be constructed in accordance with the Contract Documents. The Contract Documents comprise the entire Agreement between the OWNER and the CONTRACTOR. They may be altered only by a Modification.

3.2 The Contract Documents are complementary; what is called for by one is as binding as if called for by all. If CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, he shall call it to the ENGINEER'S attention in writing at once and before proceeding with the Work affected thereby; however, he shall not be liable to OWNER or ENGINEER for his failure to discover any conflict, error or discrepancy in the Specifications or Drawings. The various Contract Documents shall be given precedence, in case of conflict, error or discrepancy, as follows: Agreement Modifications, Addenda, Special Conditions, and Instruction's to Bidders, General Conditions, Technical Specifications and Drawings. If the requirements of one are more stringent than the other, the more stringent requirements shall apply.

3.3 The words "furnish", "furnish and install", "install", and "provide" or words with similar meaning shall be interpreted, unless otherwise specifically stated, to mean "furnish and install complete in place and ready for service."

3.4 Miscellaneous items and accessories which are not specifically mentioned, but which are essential to produce a complete and properly operating installation, or usable structure or plant providing the indicated function, shall be furnished and installed without change in the Contract Price. Such miscellaneous items and accessories shall be of the same quality standards including material, style, finish, strength, class, weight and other applicable characteristics, as specified for the major component of which the miscellaneous item or accessory is an essential part, and shall be approved by the ENGINEER before installation. The above requirement is not intended to include major components not covered by or inferable from the Drawings and Specifications.

3.5 The Work of all trades under this Contract shall be coordinated by the CONTRACTOR in such a manner as to obtain the best workmanship possible for the entire Project, and all components of Work shall be installed or erected in accordance with the best practices of the particular trade.

3.6 Manufacturer's literature, when referenced, shall be dated and numbered and is intended to establish the minimum requirements acceptable. Whenever reference is given to codes or standard specifications or other data published by regulating agencies or accepted organizations, including but not limited to National Electrical Code, applicable State Building Code, Federal Specifications, ASTM Specifications, various institute specifications, and the like, it shall be understood that such reference is to the latest edition including addenda in effect on the date of Bid.

3.7 Brand names where used in the Technical Specifications, are intended to denote the standard of quality required for the particular material or product. The use of a brand name item is to set a standard of quality and is not intended to restrict the Contractor from offering an equal item from other source(s) of supply. The term "equal" or "equivalent" when used in connection with brand names, shall be interpreted to mean a material or product that is similar and equal in type, quality, size, capacity, composition, finish, color and other applicable characteristics to the material or product specified by trade name, and that is for the same use and capable of performing the same function, in the opinion of the ENGINEER, as the material or product so specified. Proposed equivalent items must be approved by ENGINEER before they are purchased or incorporated in the Work.

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE CONDITIONS; REFERENCE POINTS:

Availability of Lands

4.1 The OWNER will furnish, as indicated in Contract Documents, the lands upon which the Work is to be done, rights-of-way for access thereto, and such other

lands which are designated for use of the CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by the OWNER, unless otherwise specified in the Contract Documents. Other access to such lands or rights-of-way for the CONTRACTOR'S convenience shall be the responsibility of the CONTRACTOR. The CONTRACTOR will provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.2 The OWNER will, upon request, furnish to the BIDDERS copies of all available boundary surveys.

Subsurface Conditions:

4.3 The CONTRACTOR acknowledges that he has investigated prior to bidding and satisfied himself as to the conditions affecting the Work, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather, river stages, tides, water tables or similar physical conditions at the site, the conformation and conditions of the grounds, the character of equipment and facilities needed preliminary to and during prosecution of the Work. The CONTRACTOR further acknowledges that he has satisfied himself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done on behalf of the OWNER on the site or any contiguous site, as well as from information presented by the Drawings and Specifications made a part of this Contract, or any other information made available to him prior to receipt of Bids. Any failure by the CONTRACTOR to acquaint himself with the available information will not relieve him from responsibility for estimating properly the difficulty or cost of successfully performing the Work. Any additional information necessary to ascertain subsurface soil conditions, including test holes and soil borings, not provided by the OWNER shall be undertaken by the BIDDER prior to bidding at his cost. Such exploration shall be adequate to satisfy the BIDDER of the materials expected to be encountered on the project. The OWNER assumes no responsibility for any conclusions or interpretations made by the CONTRACTOR on the basis of the information made available by the OWNER.

Differing Site Conditions

4.4 (a) The CONTRACTOR shall promptly, and before such conditions are disturbed, notify the OWNER in writing of: (1) subsurface or latent physical conditions at the site differing materially from those indicated in this contract, or (2) unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract. The OWNER shall promptly

investigate the conditions, and if he finds that such conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed as a result of such conditions, an equitable adjustment shall be made and the contract modified in writing accordingly.

(b) No claim of the CONTRACTOR under this clause shall be allowed unless the CONTRACTOR has given the notice required in (a) above.

(c) No claim by the CONTRACTOR for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.

ARTICLE 5 - BONDS AND INSURANCE:

Performance and Payment Bonds:

5.1 The contractor's attention is directed to the Information for Bidders and Supplement to General Conditions.

Contractor's Liability Insurance:

5.2 The CONTRACTOR shall provide the OWNER with insurance certificates certifying that all required insurance is in force; and such insurance certificates shall include provisions that the insurance shall not be canceled, allowed to expire or be materially changed without giving the OWNER advance notice by registered mail.

5.3 The CONTRACTOR agrees that if any part of the Work under the contract is sublet, he will require the Subcontractor(s) to carry insurance as required, and that he will require the Subcontractor(s) to furnish to him insurance certificates similar to those required by the OWNER in 5.1 and 5.2 above.

5.4 The CONTRACTOR agrees to add ENGINEER to insurance policy as additional insured.

Owner's Liability Insurance

5.5 The OWNER will be responsible for purchasing and maintaining his own liability insurance and, at his option, may purchase and maintain such insurance as will protect him against claims which may arise from operations under the Contract Documents.

Fire and Extended Coverage Insurance (Builders' Risk):

5.6 The CONTRACTOR shall maintain, as applicable, in an Insurance Company or Insurance Companies acceptable to the OWNER, Fire, Extended Coverage and

Vandalism & Malicious Mischief Insurance on buildings and structures, while in the course of construction, including foundations, additions, attachments and all permanent fixtures belonging to and constituting a part of said buildings or structures. The policy or policies shall also cover machinery, if the cost of machinery is included in the Contract. The amount of insurance should at all times be at least equal to the actual cash value of the insured property. The policy shall be in the name of the OWNER and the CONTRACTOR, as their interests may appear, and shall also cover the interests of all Subcontractors performing work.

5.7 The CONTRACTOR shall provide the OWNER with satisfactory evidence certifying that the foregoing insurance is in force; and such evidence shall include provisions that the insurance shall not be canceled, allowed to expire or be materially changed without giving the OWNER advance notice by registered mail.

Cancellation and Re-Insurance:

5.8 If any insurance should be canceled or changed by the insurance company or should any insurance expire during the period of this Contract, the CONTRACTOR shall be responsible for securing other acceptable insurance to provide the coverage specified in this section to maintain continuous coverage during the life of this Contract.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES:

Supervision and Superintendence:

6.1 The CONTRACTOR will supervise and direct the Work. He will be solely responsible for the means, methods, techniques, safety, sequences and procedures of construction. The CONTRACTOR will employ and maintain on the Work a qualified supervisor or superintendent who shall have been designated in writing by the CONTRACTOR as the CONTRACTOR'S representative at the site. The supervisor shall have full authority to act on behalf of the CONTRACTOR and all communications given to the supervisor shall be as binding as if given to the CONTRACTOR. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the Work. (Copies of written communications given to the Superintendent shall be mailed to the Contractor's home or office.)

Labor, Materials and Equipment:

6.2 The CONTRACTOR will provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. He will at all times maintain good discipline and order at the site.

6.3 The CONTRACTOR will furnish all materials, equipment, labor, transportation,

construction equipment and machinery, tools, appliances, fuel, power, light, heat, local telephone, water and sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of the Work.

6.4 All materials and equipment will be new, except as otherwise provided in the Contract Documents. When special makes or grades of material which are normally packaged by the supplier or manufacturer are specified or approved, such materials shall be delivered to the site in their original packages or container with seals unbroken and labels intact.

6.5 All materials and equipment shall be applied, handled, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator or processors and industry standards, except as otherwise provided in the Contract Documents.

Materials, Equipment, Products and Substitutions:

6.6 Materials, equipment and products incorporated in the Work must be approved for use before being purchased by the CONTRACTOR. The CONTRACTOR shall submit to the ENGINEER a list of proposed materials, equipment or products, together with such samples as may be necessary for him to determine their acceptability and obtain his approval, within ninety (90) calendar days after award of Contract. No request for payment for "or equal" equipment will be approved until this list has been received and approved by the ENGINEER.

6.6.1 Whenever a material, article or piece of equipment is identified on the drawings or Specifications by reference to brand names or catalogue number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered. The CONTRACTOR may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the Contract Documents by reference to brand names or catalog number, and if, in the opinion of the ENGINEER, such material, article, or piece of equipment is of equal substance and function to that specified, the ENGINEER may approve its substitution and use by the CONTRACTOR. Incidental charges or extra component parts required to accommodate the substitute will be made by the CONTRACTOR without a change in the Contract Price, or Contract Time.

6.6.2 No substitute shall be ordered or installed without the written approval of the ENGINEER who shall be the judge of equality.

6.6.3 Delay caused by obtaining approvals for substitute materials will not be considered justifiable grounds for an extension of construction time.

6.6.4 Should any work or materials, equipment or products not conform to requirements of the Drawings and Specifications or become damaged during the process of the Work, such Work or materials shall be removed and replaced, together with any work disarranged by such alterations, at any time before completion and acceptance of the Project. All such work shall be done at the expense of the CONTRACTOR. (See paragraph 7.10)

6.6.5 No materials or supplies for the Work shall be purchased by the CONTRACTOR or by any Subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the Seller. The CONTRACTOR warrants that he has good title to all materials and supplies used by him in the Work.

Concerning Subcontractors:

6.7 The CONTRACTOR will not employ any Subcontractor, other person or organization of the types referred to in paragraph 2.10 (whether initially or as a substitute) against whom the OWNER or the ENGINEER may have reasonable objection, nor will the CONTRACTOR be required to employ any Subcontractor against whom he has reasonable objection. The CONTRACTOR will not make any substitution for any Subcontractor who has been accepted by the OWNER and the ENGINEER, unless the ENGINEER determines that there is good cause for doing so.

6.8 The CONTRACTOR shall be fully responsible for all acts and omissions of his Subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that he is responsible for the acts and omissions of persons directly employed by him. Nothing in the Contract Documents shall create any contractual relationship between OWNER or ENGINEER and any Subcontractor or other person or organization having a direct contract with CONTRACTOR, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any moneys due any Subcontractor or other person or organization, except as may otherwise be required by law. OWNER or ENGINEER may furnish to any Subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to CONTRACTOR on account of specific Work done in accordance with the schedule of values.

6.9 The divisions and sections of the Specifications and the identifications of any drawings shall not control the CONTRACTOR in dividing the work among Subcontractors or delineating the Work to be performed by any specific trade.

6.10 The CONTRACTOR agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the OWNER.

6.11 All Work performed for the CONTRACTOR by a Subcontractor shall be pursuant to an appropriate agreement between the CONTRACTOR and the Subcontractor.

6.12 The CONTRACTOR shall be responsible for the coordination of the trades, Subcontractors and material men engaged upon his Work.

6.12.1 The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the CONTRACTOR by the terms of these General Conditions and other Contract Documents insofar as applicable to the Work of Subcontractors, and to give the CONTRACTOR the same power as regards terminating any subcontract that the OWNER may exercise over the CONTRACTOR under any provisions of the Contract Documents.

6.12.2 The OWNER or ENGINEER will not undertake to settle any differences between the CONTRACTOR and his Subcontractors or between Subcontractors.

6.12.3 If in the opinion of the ENGINEER, any Subcontractor on the project proves to be incompetent or otherwise unsatisfactory, he shall be replaced if and when directed in writing.

Patent Fees and Royalties:

6.13 The CONTRACTOR will pay all license fees and royalties and assume all costs incident to the use of any invention, design, process or device which is the subject of patent rights or copyrights held by others. He will indemnify and hold harmless the OWNER and ENGINEER and anyone directly or indirectly employed by either of them from and against all claims, damages, losses, and expenses (including attorneys' fees) arising out of any infringement of such rights during or after completion of the Work and shall defend all such claims in connection with any alleged infringement of such rights.

6.14 The CONTRACTOR shall be responsible for determining the application of patent rights and royalties on materials, appliances, articles or systems prior to bidding. However, he shall not be responsible for such determination on systems which do not involve purchase by him of materials, appliances, and articles.

Permits:

6.15 The CONTRACTOR will secure and pay for all construction permits and licenses and will pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of his Bid. When such charges are normally made by the OWNER, there will be no charges to the CONTRACTOR. The OWNER shall assist the CONTRACTOR, when necessary, in obtaining such permits and licenses. The CONTRACTOR will also pay all public

utility charges.

Laws and Regulations:

6.16 The CONTRACTOR will give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If the CONTRACTOR observes that the Specifications or Drawings are at variance therewith, he will give the ENGINEER prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate Modification. If the CONTRACTOR performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the ENGINEER, he will bear all costs arising wherefrom; however, it shall not be his primary responsibility to make certain that the Drawings and Specifications are in accordance with such laws, ordinances, rules and regulations.

Taxes:

6.17 Cost of all sales and other taxes for which the CONTRACTOR is liable under the Contract shall be included in the Contract Price stated by the CONTRACTOR.

Record Drawings:

6.18 The CONTRACTOR will keep one record copy of all Specifications, Drawings, Addenda, Modifications, and Shop Drawings at the site in good order and annotated to show all changes made during the construction process. These shall be available to the Engineer and shall be delivered to him for the OWNER upon completion of the Project. It shall be used for this purpose only.

Safety and Protection:

6.19 The CONTRACTOR will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to:

6.19.1 All employees on the work and other persons who may be affected thereby.

6.19.2 All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site.

6.19.3 Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

6.20 The CONTRACTOR will designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the CONTRACTOR'S superintendent unless otherwise designated in writing by the CONTRACTOR to the OWNER.

Emergencies:

6.21 In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the ENGINEER or OWNER, is obligated to act, at his discretion, to prevent threatened damage, injury or loss. He will give the ENGINEER prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby, and a Change Order shall be issued covering the changes and deviations involved. If the CONTRACTOR believes that additional work done by him in an emergency which arose from causes beyond his control entitles him to an increase in the Contract Price or an extension of the Contract Time, he may make a claim therefore as provided in Articles 11 & 12.

Shop Drawing and Samples:

6.22 After checking and verifying all field measurements, the CONTRACTOR will submit to the ENGINEER for review, in accordance with the accepted schedule of Shop Drawing submissions (see paragraph 2.9) three (3) copies (or at the ENGINEER'S option, one reproducible copy) of all Shop Drawings, which shall have been checked by and stamped with the approval of the CONTRACTOR. The data shown on the Shop Drawings will be complete with respect to dimensions, design criteria, materials of construction and the like to enable the ENGINEER to review the information as required.

6.23 The CONTRACTOR will also submit to the ENGINEER for review, with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples will have been checked by and stamped with the approval of the CONTRACTOR, identified clearly as to material, manufacturer, any pertinent catalog numbers and the use for which intended.

6.24 At the time of each submission, the CONTRACTOR will in writing call the ENGINEER'S attention to any deviations that the Shop Drawings or sample may have from the requirements of the Contract Documents.

6.25 The ENGINEER will review with reasonable promptness Shop Drawings and samples, but his review shall be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents. The review of a separate item as such will not indicate review of the assembly in which the item functions. The CONTRACTOR will make any corrections required by the ENGINEER and will return the required number of

corrected copies of Shop Drawings and resubmit new samples until the review is satisfactory to the ENGINEER. The CONTRACTOR shall direct specific attention in writing or on resubmitted Shop Drawings to revisions other than the corrections called for by the ENGINEER on previous submissions. The CONTRACTOR'S stamp of approval on any Shop Drawings or sample shall constitute a representative to the OWNER and the ENGINEER that the CONTRACTOR has either determined and verified all quantities, dimensions, field construction criteria, materials, catalogue numbers and similar data or he assumes full responsibility for doing so, and that he has reviewed or coordinated each Shop Drawings or sample with the requirements of the Work and the Contract Documents.

6.26 No Work requiring a Shop Drawing or sample submission shall be commenced until the submission has been reviewed by the ENGINEER. A copy of each Shop Drawing and each approved sample shall be kept in good order by the CONTRACTOR at the site and shall be available to the ENGINEER.

6.27 The ENGINEER'S review of Shop Drawings or samples shall not relieve the CONTRACTOR from his responsibility for any deviations from the requirements of the Contract Documents unless the CONTRACTOR has in writing called the ENGINEER'S attention to such deviation at the time of submission and the ENGINEER has given written approval to the specific deviation, nor shall any review by the ENGINEER relieve the CONTRACTOR from responsibility for errors or omission in the Shop Drawings.

Cleaning Up:

6.28 The CONTRACTOR shall clean up behind the Work as much as is reasonably possible as the Work progresses. Upon completion of the Work, and before acceptance of and final payment for the Project by the OWNER, the CONTRACTOR shall remove all his surplus and discarded materials excavated material and rubbish from the roadways, sidewalks, parking areas, lawns and all adjacent property; shall clean his portion of Work involved in any building under this Contract, so that no further cleaning by the OWNER is necessary prior to his occupancy; shall restore all property, both public and private, which has been disturbed or damaged during the prosecution of the Work; and shall leave the whole in a neat and presentable condition.

6.29 Clean-up operations shall consistently be carried on by the CONTRACTOR at all times to keep the premises free from accumulation of waste materials and rubbish. Upon completion of the Work he shall remove all rubbish, tools, scaffolding, surplus materials, etc., and shall leave his work "broom clean", or its equivalent, unless more exactly specified elsewhere in the Contract. The CONTRACTOR shall do the cleaning for all trades upon completion of the Work.

6.30 General. In case of dispute, the OWNER may remove the rubbish and charge the cost to the CONTRACTOR as the ENGINEER shall determine to be just.

Public Convenience and Safety:

6.31 The CONTRACTOR shall, at all times, conduct the Work in such a manner as to insure the least practicable obstruction to public travel. The convenience of the general public and of the residents along and adjacent to the area of the Work shall be provided for in a satisfactory manner, consistent with the operation and local conditions. "Street Closed" signs shall be placed immediately adjacent to the Work, in a conspicuous position at such locations as traffic demands in accordance with the MUTCD. At any time that streets are required to be closed, the CONTRACTOR shall notify law enforcement agencies, fire departments, and parties operating emergency vehicles before the street is closed and again as soon as it is opened. Access to fire hydrants and other fire extinguishing equipment shall be provided and maintained at all times. The CONTRACTOR shall keep the portion of the project being used by the public in satisfactory condition. It may become necessary for the CONTRACTOR to sweep the roadway surface to completely remove debris.

Sanitary Provisions:

6.32 The CONTRACTOR shall furnish necessary toilet conveniences, secluded from public observation, for use of all personnel on the Work, whether or not in his employ. They shall be kept in a clean and sanitary condition and shall comply with the requirements and regulations of the Public Authorities having jurisdiction. He shall commit no public nuisance. Temporary sanitary facilities shall be removed upon completion of the Work and the premises shall be left clean.

Indemnification:

6.33 The CONTRACTOR will indemnify and hold harmless the OWNER and the ENGINEER and their agents and employees from and against all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss, or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than Work itself) including the loss of use resulting wherefrom and (b) is caused in whole or in part by any negligent act or omission of the CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

6.34 In any and all claims against the OWNER or the ENGINEER or any of their agents or employees, by any employee of the CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.33 shall

not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any Subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.

6.35 The obligations of the CONTRACTOR under paragraph 6.33 shall not extend to the liability of the Engineer's negligent acts, errors or omissions or those of his employees or agents.

Responsibility for Connecting to Existing Work:

6.36 It shall be the express responsibility of the CONTRACTOR to connect his Work to each part of the existing work or work previously installed as required by the Drawings and Specifications to provide a complete installation.

Work in Street, Highway and Other Rights-of-Way:

6.37 Excavation, grading, fill, storm drainage, paving and any other construction or installations in rights-of-way of streets, highways, public carrier lines, utility lines (either aerial, surface or subsurface), etc., shall be done in accordance with requirements of the Contract Documents. The CONTRACTOR will be responsible for obtaining all permits necessary for the work. Upon completion of the Work, CONTRACTOR shall present to ENGINEER certificates, in triplicate, from the proper authorities stating that the Work has been done in accordance with their requirements.

6.37.1 The OWNER will cooperate with the CONTRACTOR in obtaining action from any utilities or public authorities involved in the above requirements.

6.37.2 The ENGINEER shall be responsible for obtaining elevations of curbs and gutters, pavement, storm drainage structures, and other such items which must be established by governmental departments as soon as grading operations are begun on the site and, in any case, sufficiently early in the construction period to prevent any adverse effect on the Project.

Cooperation with Governmental Departments, Public Utilities, Etc.:

6.38 The OWNER shall be responsible for making all necessary arrangements with governmental departments, public utilities, public carriers, service companies and corporations owning or controlling roadways, railways, water, sewer, gas, electrical, telephone, and telegraph facilities such as pavements, tracks, piping, wires, cables, conduits, poles, guys, etc., including incidental structure connected therewith, that are encountered in the work in order that such items may be properly shored, supported and protected, or the CONTRACTOR may relocate them if he so desires. The CONTRACTOR shall give all proper notices, shall comply with requirements of

such parties in the performance of his Work, shall permit entrance of such parties on the Project in order that they may perform their necessary work, and shall pay all charges and fees made by such parties for this work.

6.38.1 The CONTRACTOR'S attention is called to the fact that there may be delays on the Project due to work to be done by governmental departments, public utilities, and others in repairing or moving poles, conduits, etc. The CONTRACTOR shall cooperate with the above parties, in every way possible, so that the construction can be completed in the least possible time.

6.38.2 The CONTRACTOR shall have made himself familiar with all codes, laws, ordinances and regulations which in any manner affect those engaged or employed in the Work, or materials and equipment used in or upon the Work, or in any way affect the conduct of the Work, and no plea of misunderstanding will be considered on account of his ignorance thereof.

Use of Premises:

6.39 CONTRACTOR shall confine his apparatus, storage of materials, and operations of his workmen to limits indicated by law, ordinances, permits, and directions of ENGINEER and OWNER, and shall not unnecessarily encumber any part of site.

6.39.1 CONTRACTOR shall not overload or permit any part of any structure to be loaded with such weight as will endanger its safety, nor shall he subject any part of the Work to stresses or pressures that will endanger it.

6.39.2 CONTRACTOR shall enforce OWNER'S instructions in connection with signs, advertisements, fires and smoking.

6.39.3 CONTRACTOR shall arrange and cooperate with OWNER in routing and parking of automobiles of his employees, subcontractors and other personnel and in routing material delivery trucks and other vehicles to the Project Site.

Protection of Existing Property Improvements:

6.40 Any existing surface or subsurface improvements, such as pavements, curbs, sidewalks, pipes or utilities, footings or structures (including portions thereof), trees, and shrubbery not indicated on the Drawings or noted in the Specifications as being removed or altered shall be protected from damage during construction of the Project. Any such improvements damaged during construction of the Project shall be restored to a condition equal to that existing at time of award of Contract.

Temporary Heat:

6.41 The General CONTRACTOR shall provide heat, fuel and services as necessary to protect all work and materials, within all habitable areas of permanent building construction, for all contracts against injury from dampness and cold until final acceptance of all work and materials for the Project, unless building is fully occupied by the OWNER prior to such acceptance, in which case the OWNER shall assume all expenses of heating from date of full occupancy. In areas outside those covered above, each prime contractor shall be responsible for providing such temporary heat, fuel and services as required to protect his work or shall make all necessary arrangements with the General CONTRACTOR for providing such temporary heat, fuel and services. Unless otherwise specifically permitted by Special Conditions, the permanent heating system shall not be used to provide temporary heat. CONTRACTOR'S proposed methods of heating shall be submitted for approval.

ARTICLE 7 - WORK BY OTHERS:

7.1 The OWNER may perform additional work related to the Project by himself, or he may let other direct contracts therefore which shall contain General Conditions similar to these. The CONTRACTOR will afford the other contractors who are parties to such direct contracts (or the OWNER, if he is performing the additional work himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of work and shall properly connect and coordinate his Work with theirs.

7.2 If any part of the CONTRACTOR'S work depends for proper execution or results upon the work of any such other CONTRACTOR (or the OWNER), the CONTRACTOR will promptly report to the ENGINEER in writing any defects or deficiencies in such work that render it unsuitable for such proper execution and results.

7.3 The CONTRACTOR will do all cutting, fitting, and patching of his Work that may be required to make its several parts come together properly and fit it to receive or be received by such other work. The CONTRACTOR will not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the ENGINEER and of the other contractors whose work will be affected.

7.4 If the performance of additional work by other contractors or the OWNER is not noted in the Contract Documents prior to the execution of the Contract, written notice thereof shall be given to the CONTRACTOR prior to starting any such additional work. If the CONTRACTOR believes that the performance of such additional work by the OWNER or others involves him in additional expense or entitles him to an extension of the Contract Time, he may make a claim therefore as

provide in Articles 11 and 12.

7.5 Where practicable, the CONTRACTOR shall build around the work of other separate contractors or shall leave chases, slots and holes as required to receive and to conceal within the general construction work the work of such other separate contractors as directed by them. Where such chases, slots, etc., are impracticable, the work shall require specific approval of the ENGINEER.

7.6 Necessary chases, slots and holes not built or left by the CONTRACTOR shall be cut by the separate contractor requiring such alterations after approval of the CONTRACTOR. The CONTRACTOR shall do all patching and finishing of his Work where cut by other contractors at the expense of such other contractors.

7.7 Cooperation is required in the use of site facilities and in the detailed execution of the Work. Each contractor shall coordinate his operations with those of the other contractors for the best interest of the Work in order to prevent delay in the execution thereof.

7.8 Each contractor shall keep himself informed of the progress of the work of other contractors. Should lack of progress or defective workmanship on the part of other contractors interfere with his operations, the CONTRACTOR shall notify the ENGINEER immediately. Lack of such notice to the ENGINEER will be construed as acceptance by the CONTRACTOR of the status of the work of other contractors as being satisfactory for proper coordination of his own work.

7.9 Each contractor shall give notices of the progress of his work so as to allow other contractors adequate opportunity to properly direct and coordinate their work. The CONTRACTOR shall give notices of the progress of his Work so that work of other contractors, when required to be concealed, may be placed before the general construction Work. All such notices shall be submitted to the ENGINEER with copies to other prime contractors on the Project sufficiently ahead of job progress to permit adequate time for the other prime contractors to coordinate their work.

7.10 The cost of extra work resulting from lack of notices, untimely notices, failure to respond to notices, defective work or lack of coordination shall be borne by the CONTRACTOR responsible for such lack of notices, etc.

ARTICLE 8 - OWNER'S RESPONSIBILITIES:

8.1 The OWNER will issue all communications to the CONTRACTOR through the ENGINEER.

8.2 In case of termination of the employment of the ENGINEER, the OWNER will appoint an engineer against whom the CONTRACTOR makes no reasonable

objection, whose status under the Contract Documents shall be that of the former ENGINEER. Any dispute in connection with such appointment shall be subject to arbitration, if mutually agreeable.

8.3 The OWNER will furnish the data required of him under the Contract Documents promptly and shall make payments to the CONTRACTOR promptly after they are due as provided in Article 14.

8.4 OWNER'S duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.1, 4.4 and the Special Conditions. Paragraphs 4.2 and 4.3 refer to OWNER'S identifying and making available to CONTRACTOR copies of surveys and investigation reports of subsurface and latent physical conditions at the site or otherwise affecting performance of the Work which have been relied upon by ENGINEER in preparing the Drawings and Specifications.

8.5 The OWNER'S responsibilities in respect of liability and property insurance are set forth in paragraph 5.4.

8.6 In addition to his rights to request changes in the Work in accordance with Article 10, the OWNER (especially in certain instances as provided in paragraph 10.4) will be obligated to execute Change Orders.

8.7 In connection with the OWNER'S right to stop Work or suspend Work; see paragraph 15.1. Paragraph 15.3 deals with the OWNER'S right to terminate services of the CONTRACTOR under certain circumstances.

8.8 The OWNER shall have the right to take possession of and use any completed or partially completed portions of the Work, notwithstanding the fact that the time for completing the entire Work or any portion thereof may not have expired; but such taking possession and use shall not be deemed an acceptance of any Work not completed in accordance with the Contract Documents. If such prior use increases the cost of or delays the Work, the CONTRACTOR shall be entitled to such extra compensation or extension of time or both, except by prior agreement, as the ENGINEER may determine. See paragraph 14.11.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION:

Owner's Representative:

9.1 The ENGINEER shall be the OWNER'S representative during the construction period. The duties and responsibilities and the limitations of authority of the ENGINEER as the OWNER'S representative during construction are set forth in Articles 1 through 17 of these General Conditions and shall not be extended without written consent of the OWNER and the ENGINEER.

9.1.1 The ENGINEER'S decision, in matters relating to aesthetics shall be final, if within the terms of the Contract Documents.

9.1.2 Except as may be otherwise provided in this contract all claims, counter-claims, disputes and other matters in question between the OWNER and the CONTRACTOR arising out of or relating to this agreement or the breach thereof will be decided by arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the State in which the OWNER is located.

Visits to Site:

9.2 The ENGINEER will make periodic visits to the site to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. He will not be required to make continuous on-site observations to check the quality or quantity of the Work. His efforts will be directed toward ascertaining on behalf of the OWNER that the completed Project will conform to the requirements of the Contract Documents. On the basis of his on-site observations as an experienced and qualified design professional, he will keep the OWNER informed of the progress of the Work and will endeavor to guard the OWNER against defects and deficiencies in the Work of contractors.

Clarifications and Interpretations:

9.3 The ENGINEER will issue with reasonable promptness such written clarification or interpretations of the Contract Documents (in the form of Drawings or otherwise) as he may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If the Contractor believes that a written clarification and interpretation entitles him to an increase in the Contract Price or extension of Contract Time, he may make a claim therefore as provided in Articles 11 and 12.

Measurement of Quantities:

9.4 All Work completed under the Contract will be measured by the CONTRACTOR according to the United States Standard Measures. All linear surface measurements will be made horizontally or vertically as required by the item measured.

Rejecting Defective Work:

9.5 The ENGINEER will have authority to disapprove or reject Work which is "defective" (which term is hereinafter used to describe Work that is unsatisfactory, faulty or defective, or does not meet the requirements of any inspection, test or

approval or has been damaged prior to final acceptance). He will also have authority to require special inspection or testing of the Work whether or not the Work is fabricated, installed or completed.

Shop Drawings, Change Orders and Payments:

9.6 In connection with the ENGINEER'S responsibility as to Shop Drawings and samples, see paragraphs 6.22 through 6.27, inclusive.

9.7 In connection with the ENGINEER'S responsibility for Change Orders; see Articles 10, 11, and 12.

9.8 In connection with the ENGINEER'S responsibilities in respect of Application for Payment, etc., see Article 14.

Resident Project Representative:

9.9 The OWNER or the ENGINEER will provide on-site representation sufficient to guarantee that construction is in general compliance with the construction drawings and the contract specifications.

Decisions on Disagreements:

9.10 The ENGINEER will be the initial interpreter of the terms and conditions of the Contract Documents and the judge of the performance hereunder. In his capacity as interpreter and judge, he will exercise his best efforts to insure faithful performance by both the OWNER and the CONTRACTOR. He will not show partiality to either and shall not be liable for the result of any interpretation or decision rendered in good faith. Claims, disputes and other matters relating to the execution and progress of the Work or the interpretation of or performance under the Contract Documents shall be referred initially to the ENGINEER for decision; which he shall render in writing within a reasonable time.

9.11 Either the OWNER or the CONTRACTOR, if the other agrees, may request legal action with respect to any such claim, dispute or other matter that has been referred to the ENGINEER, except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.11, such legal action to be in accordance with Article 16. However, no request for legal action of any such claim, dispute or other matter shall be made until the earlier of (a) the date on which the ENGINEER has rendered his decision or (b) the tenth day after the parties have presented their evidence to the ENGINEER if he has not rendered his written decision before that date. No request for legal action shall be made later than thirty (30) days after the date on which the ENGINEER rendered his written decision in respect of the claim, dispute or other matter as to which legal action is sought; and the failure to request legal action within said thirty (30) days period shall result in

the ENGINEER'S decision being final and binding upon the OWNER and the CONTRACTOR. If the ENGINEER renders a decision after legal proceedings have been initiated, such decision may be entered as evidence but shall not supersede the legal proceedings, except where the decision is acceptable to the parties concerned.

Limitations on Engineer's Responsibilities:

9.12 Neither the ENGINEER'S authority to act under this Article 9 nor any decision made by him in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of the ENGINEER to the CONTRACTOR, any Subcontractor, any of their agents or employees or any other person performing any of the Work.

9.13 The ENGINEER will not be responsible for the construction means, methods, techniques, sequences or procedures, or the safety precautions and programs incident thereto, and he will not be responsible for the CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

9.14 The ENGINEER will not be responsible for the acts or omissions of the CONTRACTOR, or any Subcontractors, or any of his or their agents or employees, or any other person performing any of the Work.

ARTICLE 10 - CHANGES IN THE WORK:

10.1 Without invalidating the Agreement, the OWNER may, at any time or from time to time, order additions, deletions or revisions in the Work; these will be authorized by Change Orders. Upon receipt of a Change Order, the CONTRACTOR will proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in Article 11 or Article 12. A Change Order signed by the CONTRACTOR indicates his agreement therewith.

10.2 The ENGINEER may authorize minor changes or alterations in the Work not involving extra cost and not inconsistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order. If the CONTRACTOR believes that any minor change or alteration authorized by the ENGINEER entitles him to an increase in the Contract Price or extension of Contract Time, he may make a claim therefore as provided in Articles 11 and 12.

10.3 Additional Work performed by the CONTRACTOR without authorization of a Change Order will not entitle him to an increase in the Contract Price or an extension of the Contract Time, except in the case of an emergency as provided in paragraph 6.21 and except as provided in paragraph 10.2.

10.4 The OWNER will execute appropriate Change Orders prepared by the ENGINEER covering changes in the Work to be performed as provided in paragraph 4.4, and Work performed in an emergency as provided in paragraph 6.21 and any other claim of the CONTRACTOR for a change in the Contract Time or the Contract Price which is approved by the ENGINEER.

10.5 It is the CONTRACTOR'S responsibility to notify his surety of any changes affecting the general scope of the Work or change in the Contract Price and the amount of the applicable bonds shall be adjusted accordingly. The CONTRACTOR will furnish proof of such adjustment to the OWNER.

ARTICLE 11 - CHANGE OF CONTRACT PRICE:

11.1 The Contract Price constitutes the total compensation payable to the CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the CONTRACTOR shall be at his expense without changing the Contract Price.

11.2 (a) The OWNER may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make any change in the Work within the general scope of the contract, including but not limited to changes:

- (1) In the specifications (including drawings and designs);
- (2) In the method or manner of performance of the work;
- (3) In the Owner-furnished facilities, equipment, materials, services, or site; or
- (4) Directing acceleration in the performance of the work.

(b) Any other written order or an oral order (which terms as used in this paragraph (b) shall include direction, instruction, interpretation or determination) from the OWNER, which causes any such change, shall be treated as a change order under this clause, provided that the CONTRACTOR gives the OWNER written notice stating the date, circumstances, and source of the order and that the CONTRACTOR regards the order as a change order.

(c) Except as herein provided, no order, statement, or conduct of the OWNER shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment hereunder.

(d) If any change under this clause causes an increase or decrease in the CONTRACTOR'S cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any order, an equitable adjustment shall be made and the contract modified in writing accordingly: PROVIDED, HOWEVER, that except for claims based on defective specifications, no claim for any change under (b) above shall be allowed for any costs incurred more

than 20 days before the CONTRACTOR gives written notice as therein required. And provided further, that in the case of defective specifications for which the OWNER is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the CONTRACTOR in attempting to comply with such defective specifications.

(e) If the CONTRACTOR intends to assert a claim for an equitable adjustment under this clause, he must, within 30 days after receipt of a written change order under (a) above or the furnishing of a written notice under (b) above, submit to the OWNER a written statement setting forth the general nature and monetary extent of such claim, unless this period is extended by the OWNER. The statement of claim hereunder may be included in the notice under (b) above.

(f) No claim by the CONTRACTOR for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.

11.3 The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

11.3.1 Where the Work involved is covered by unit prices contained in the Contract Documents by application of unit prices to the quantities of the items involved.

11.3.2 By negotiated lump sum.

11.3.3 The actual cost for labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the work plus a fixed amount to be agreed upon to cover the cost of general overhead and profit to be negotiated.

11.4 The term Cost of the Work means the sum of all costs necessarily incurred and paid by the CONTRACTOR in the proper performance of the Work. Except as otherwise maybe agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in paragraph 11.5:

11.4.1 Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to salaries and wages plus the costs of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing work after regular working hours, on Sunday or legal holidays shall be included in the

above to the extent authorized by OWNER.

11.4.2 Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and manufacturer's field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

11.4.3 Payments made by CONTRACTOR to the Subcontractors for Work performed by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from Subcontractors acceptable to him and shall deliver such Bids to OWNER who will then determine with the advice of ENGINEER, which Bids will be accepted. If a subcontract provides that the Subcontractor is to be paid on the basis of Cost of Work plus a Fee, the cost of the Work shall be determined in accordance with paragraphs 11.4 and 11.5.

11.4.4 Costs of special consultants (including but not limited to, engineers, architects, testing laboratories, surveyors, lawyers and accountants) employed for services specifically related to the Work.

11.4.5 Supplemental costs including the following:

11.4.5.1 The proportion of necessary transportation, travelling and subsistence expenses of CONTRACTOR'S employees incurred in discharge of duties connected with the Work.

11.4.5.2 Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workmen, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of CONTRACTOR.

11.4.5.3 Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or other in accordance with rental agreements approved by OWNER with the advice of ENGINEER, and the cost of transportation, loading, unloading, installation, dismantling and removal thereof--all in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall end when the use thereof is no longer necessary for the Work.

11.4.5.4 Sales, use or similar taxes related to the Work, and for which CONTRACTOR is liable imposed by any governmental authority.

11.4.5.5 Deposits lost for causes other than CONTRACTOR'S negligence, royalty payments and fees for permits and licenses. Costs for permits and licenses must be shown as a separate item.

11.4.5.6 Losses, damages and expenses, not compensated by insurance or otherwise, sustained by CONTRACTOR in connection with the execution of, and to, the Work, provided they have resulted from causes other than the negligence of CONTRACTOR, any Subcontractors, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages and expenses shall be included in the Cost of Work for the purpose of determining CONTRACTOR'S fee. If, however, any such loss or damage requires reconstruction and CONTRACTOR is placed in charge thereof, he shall be paid for his services a fee proportionate to that stated in paragraph 11.6.2.

11.4.5.7 The cost of utilities, fuel and sanitary facilities at the site.

11.4.5.8 Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.

11.4.5.9 Cost of premiums for additional Bonds and Insurance required because of changes in the Work.

11.5 The term cost of the Work shall not include any of the following:

11.5.1 Payroll costs and other compensation of CONTRACTOR'S officers, executives, principals, (of partnership and sole proprietorships), general managers, engineers, architects, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in his principal or a branch office for general administration of the Work and not specifically included in the schedule referred to in subparagraph 11.4.1 -- all of which are to be considered administrative costs covered by the CONTRACTOR'S Fee.

11.5.2 Expenses of CONTRACTOR'S principal and branch offices other than his office at the site.

11.5.3 Any part of CONTRACTOR'S capital expenses, including interest on CONTRACTOR'S capital employed for the Work and charges against CONTRACTOR'S for delinquent payments.

11.5.4 Cost of premiums for all bonds and for all insurance policies whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except as otherwise provide in subparagraph 11.4.5.9.)

11.5.5 Costs due to the negligence of CONTRACTOR, any Subcontractors, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable including but not limited to, the correction of defective work, disposal of materials or equipment wrongly supplied and making good any damage to property.

11.5.6 Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 11.4.

11.6 The CONTRACTOR'S Fee which shall be allowed to CONTRACTOR for his overhead and profit shall be determined as follows;

11.6.1 A mutually acceptable firm fixed price; or if none can be agreed upon,

11.6.2 A mutually acceptable fixed fee based on the estimate of the various portions of the Cost of the Work.

11.7 The amount of credit to be allowed by CONTRACTOR to OWNER for any such change which results in a net decrease in cost will be the amount of the actual net decrease. When both additions and credits are involved in any one change, the net shall be computed to include overhead and profit, identified separately, for both additions and credits.

11.8 Whenever the cost of any Work is to be determined pursuant to paragraphs 11.4 and 11.5, CONTRACTOR will submit in form prescribed by ENGINEER an itemized cost breakdown together with supporting data.

11.9 Allowances: It is understood that the CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be done by such material men, suppliers, or Subcontractors and for such sums within the limit of the allowances as the ENGINEER may approve. Upon final payment, the Contract Price shall be adjusted as required and an appropriate Change Order issued. The CONTRACTOR agrees that the original Contract Price includes such sums as he deems proper for costs and profit on account of cash allowances. No demand for additional cost or profit in connection therewith will be allowed.

11.9.1 These allowances shall cover the cost to the CONTRACTOR less any applicable trade discount, of the materials and equipment required by the allowance delivered at the site, and all applicable taxes.

11.9.2 The CONTRACTOR'S costs for unloading and handling on site, labor, installation costs, overhead, profit and other expenses contemplated for the original allowance shall be included in the Contract Price and not in the allowance.

11.9.3 Whenever the cost, as described in 11.9.1 above, is more than or less than the allowance, the Contract Price shall be adjusted accordingly by Change Order. The amount of the Change Order will recognize changes, if any, in handling costs on the site, labor, installation costs, overhead, profit and other expenses, except that whenever unit price allowances are stipulated for brick, the Change Order will not include any cost as described in 11.5 above.

ARTICLE 12 - CHANGE OF THE CONTRACT TIME:

12.1 The Contract Time may only be changed by a Change Order. Any claim for an extension in the Contract Time shall be based on written notice delivered to OWNER and ENGINEER within ten days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within forty-five days of such occurrence unless ENGINEER allows an additional period of time to ascertain more accurate data. All claims for adjustment in the Contract Time shall be determined by ENGINEER if OWNER and CONTRACTOR cannot otherwise agree. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order.

12.2 The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of CONTRACTOR if he makes a claim therefore as provided in paragraph 12.1. Such delays shall include, but not be restricted to, acts or neglect by any separate contractor employed by OWNER, fires, floods, labor disputes, epidemics, or acts of God.

12.3 All time limits stated in the Contract Documents are of the essence of the Agreement. The provisions of the Article 12 shall not exclude recovery for damages (including compensation for additional professional services) for delay by either party.

12.4 No claim for delay shall be allowed because of failure to furnish Drawings until two weeks after demand for such drawings and not then unless such claim be reasonable.

12.5 This article does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

ARTICLE 13 - GUARANTY:

13.1 The CONTRACTOR shall guarantee all materials and equipment furnished and Work performed for a period of one (1) year from the date of SUBSTANTIAL COMPLETION. The CONTRACTOR warrants and guarantees for a period of one (1) year from the date of SUBSTANTIAL COMPLETION of the system that the completed system is free from all defects due to faulty materials or workmanship

and the CONTRACTOR shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The OWNER will give notice of observed defects with reasonable promptness. In the event that the CONTRACTOR should fail to make such repairs or adjustments, in the Work that may be made necessary by such defects, the OWNER may do so and charge the CONTRACTOR the cost thereby incurred. The Performance Bond shall remain in full force and effect through the guarantee period.

ARTICLE 14 - PAYMENTS AND COMPLETION:

Payments to Contractors:

14.1 At least ten (10) days before each progress payment falls due (but not more often than once a month), the CONTRACTOR will submit to the ENGINEER a partial payment estimate filled out and signed by the CONTRACTOR covering the WORK performed during the period covered by the partial payment estimate and supported by such data as the ENGINEER may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the OWNER. The ENGINEER will, within ten (10) days after receipt of each partial payment estimate, either indicate in writing his approval of payment and present the partial payment estimate to the OWNER or revise the partial payment estimate provides the same to the CONTRACTOR indicating in writing his reasons for refusing or revising payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the partial payment estimate. The OWNER will, within forty-five (45) days of presentation to him of an approved partial payment estimate, pay the CONTRACTOR a progress payment on the basis of the approved partial payment estimate. The OWNER may retain a portion of the amount otherwise due the CONTRACTOR. Except as State law otherwise provides, the amount the OWNER retains shall be limited to the following:

14.1.1 Withholding of not more than 5 percent of the payment claimed until work is 50 percent complete;

14.1.2 When Work is 50 percent complete, reduction of the withholding to 2.5 percent of the dollar value of all Work satisfactorily completed to date, provided that the CONTRACTOR is making satisfactory progress and there is no specific cause for greater withholding and the same is requested by the CONTRACTOR in writing;

14.1.3 When the Work is substantially complete (operational or beneficial occupancy), the withheld amount shall be further reduced below 5 percent to only that amount necessary to assure completion.

14.1.4 The OWNER may reinstate up to 5 percent withholding if the OWNER determines, at its discretion, that the CONTRACTOR is not making satisfactory progress or there is other specific cause for such withholding.

Contractor's Warranty of Title:

14.2 The CONTRACTOR warrants and guarantees that title to all work, materials and equipment covered by an Application for Payment, whether incorporated in the Project or not, will have passed to the OWNER prior to the making of the Application for payment, free and clear of all liens, claims, security interests and encumbrances (hereafter in these General Conditions referred to as "Liens") and that no work, materials or equipment covered by an Application for Payment will have been acquired by the CONTRACTOR or by any other person performing the Work at the Site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by the CONTRACTOR or such other person.

Approval of Payments:

14.3 The ENGINEER'S approval of any payment requested in an Application for Payment shall constitute a representation by him to the OWNER, based on the ENGINEER'S on-site observations of the Work in progress as an experienced and qualified design professional and on his review of the Application of Payment and the supporting data, that the Work has progressed to the point indicated; That, to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and any qualifications stated in his approval), and that the CONTRACTOR is entitled to payment of the amount approved. However, by approving any such payment, the ENGINEER shall not thereby be deemed to have represented that he made exhaustive or continuous on-site observations to check the quality or the quantity of the Work, or that he has reviewed the means, methods, techniques, sequences, and procedures of construction or that he has made any examination to ascertain how or for what purpose the CONTRACTOR has used the moneys paid or to be paid to him on account of the Contract Price, or that title to any Work, materials, or equipment has passed to the OWNER free and clear of any Liens.

14.4 The CONTRACTOR shall make the following certification on each request for payment:

"I hereby certify that the labor and materials listed on this request for payment has been used in the construction of this work or that all materials included in this request for payment and not yet incorporated into the construction are now on the site or stored at an approved location; and payment received from the last request

for payment has been used to make payments to all first-tier subcontractors and suppliers except as listed below."

14.5 The ENGINEER'S approval of final payment shall constitute an additional representation by him to the OWNER that the conditions precedent to the CONTRACTOR'S being entitled to final payment as set forth in paragraph 14.11 have been fulfilled.

14.6 The ENGINEER may refuse to approve the whole or any part of any payment if, in his opinion, he is unable to make such representations to the OWNER. He may also refuse to approve any such payment, because of subsequently discovered evidence or the results of subsequent inspections or tests nullify any such payment previously approved, to such extent as may be necessary in his opinion to protect the OWNER from loss because:

14.6.1 The Work is defective, reasonable doubt exists to the integrity, or completed Work has been damaged requiring correction or replacement,

14.6.2 The Work for which payment is request cannot be verified,

14.6.3 Claims or Liens have been filed or there is reasonable evidence indicating the probable filing thereof,

14.6.4 The Contract Price has been reduced because of Modifications,

14.6.5 The OWNER has been required to correct defective Work or complete the Work in accordance with paragraph 13.1,

14.6.6. Of unsatisfactory prosecution of the Work, including failure to clean up as required by paragraphs 6.29 and 6.30,

14.6.7. Of persistent failure to cooperate with other contractors on the Project and persistent failure to carry out the Work in accordance with the Contract Documents,

14.6.8. Of liquidated damages payable by the CONTRACTOR or,

14.6.9. Of any other violation of, or failure to comply with, the provisions of the Contract Documents.

14.7 Prior to Substantial Completion, the OWNER, with the approval of the ENGINEER and with the concurrence of the CONTRACTOR, may use any completed or substantially completed portions of the Work. Such use shall not constitute and acceptance of such portions of the Work.

14.8 The OWNER shall have the right to enter the premises for the purpose of doing

work not covered by the Contract Documents. This provision shall not be construed as relieving the CONTRACTOR of the sole responsibility for the care and protection of the Work, or restoration of any damaged Work, except such as may be caused by agents or employees of the OWNER.

14.9 Upon completion and acceptance of the Work, the ENGINEER shall issue a certificate attached to the final payment request that the Work has been accepted by him under the conditions of the Contract Documents. The entire balance found to be due the CONTRACTOR, including the retained percentages, but except such sums as may be lawfully retained by the OWNER, shall be paid to the CONTRACTOR within forty-five (45) days of completion and acceptance of the Work.

14.10 The CONTRACTOR will indemnify and save the OWNER or the OWNER'S agents harmless from all claims growing out of the lawful demands of Subcontractors, laborers, workmen, mechanics, material men, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the Work. The CONTRACTOR shall, at the OWNER'S request, furnish satisfactory evidence that all obligations of nature designated above have been paid, discharged, or waived. If the CONTRACTOR fails to do so the OWNER may, after having notified the CONTRACTOR, either pay unpaid bills or withhold from the CONTRACTOR'S unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the CONTRACTOR shall be resumed, in accordance with the terms of the Contract Documents, but in no event shall the provisions of this sentence be construed to impose any obligations upon the OWNER to either the CONTRACTOR, any payment so made by the OWNER shall be considered as a payment made under the Contract Documents by the OWNER to the CONTRACTOR and the OWNER shall not be liable to the CONTRACTOR for any such payments made in good faith.

Acceptance of Final Payment as Release:

14.11 When all items of work are completed to the satisfaction of the ENGINEER and the ENGINEER has been advised by the CONTRACTOR that a final inspection is desired, time will be suspended until final inspection is conducted and for an additional 14 calendar days after the CONTRACTOR has been notified in writing of the results of the inspection. If after the end of the 14-day suspension all necessary items of work have not been completed, time changes will resume. If the specified completion date had not been reached at the time the CONTRACTOR called for a final inspection, the calendar day difference between the specified completion date and the date the CONTRACTOR called for a final inspection will be added after the 14-day period before starting liquidated damages. If a project is on liquidated damages at the time a final inspection is scheduled, liquidated damages will be

suspended until the final inspection is conducted and for seven (7) calendar days after the CONTRACTOR has been notified in writing of the results of the inspection. If after the end of the 7-day suspension all necessary items of work have not been completed, liquidated damages will resume. When final inspection has been made by the ENGINEER and all items of work have been completed, the daily time charge will cease.

14.12 The acceptance by the CONTRACTOR of final payment shall be and shall operate as a release to the OWNER of all claims and liability to the CONTRACTOR other than claims in stated amounts as may be specifically excepted by the CONTRACTOR for all things done or furnished in connection with this Work and for every act and neglect of the OWNER and others relating to or arising out of this Work. Any payment however, final or otherwise, shall not release the CONTRACTOR or his sureties from any obligations under the Contract Documents or the Performance Bond and Payment Bonds.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION:

Owner May Suspend Work:

15.1 The OWNER may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to the CONTRACTOR and the ENGINEER which shall fix the date on which Work shall be resumed. The CONTRACTOR will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if he makes a claim therefore as provided in Articles 11 and 12.

Work During Inclement Weather:

15.2 No Work shall be done under these Specifications except by permission of the OWNER when the weather is unfitting for good and careful work to be performed. Should the severity of the weather continue, the CONTRACTOR, upon the direction of the OWNER, shall suspend all work until instructed to resume operations by the OWNER and the Contract Time shall be extended to cover the duration of the order. Work damaged during periods of suspension due to inclement weather shall be repaired and/or replaced by the CONTRACTOR. Any compensation for repairs or replacements shall be subject to approval of the OWNER.

Owner May Terminate:

15.3 If the CONTRACTOR is adjudged bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the CONTRACTOR or for any of his property; or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable

materials or equipment, or if he repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment or he disregards laws, ordinances, rules regulations or orders of any public body having jurisdiction, or if he disregards the authority of the ENGINEER, or if he otherwise violates any provision of the Contract Documents, then the OWNER may without prejudice to any other right or remedy and after giving the CONTRACTOR and his surety seven days written notice, terminate the services of the CONTRACTOR and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the CONTRACTOR, and finish the Work by whatever method he may deem expedient. In such case the CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excess shall be paid to the CONTRACTOR. If such costs exceed such unpaid balance, the CONTRACTOR or the Surety will pay the difference to the OWNER. Such costs incurred by the OWNER will be determined by the ENGINEER and incorporated in a Change Order.

15.4 Where the CONTRACTOR'S services have been so terminated by the OWNER, said terminations shall not affect any rights of the OWNER against the CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys by the OWNER due the CONTRACTOR will not release the CONTRACTOR from liability.

15.5 Upon seven days written notice to the CONTRACTOR and the ENGINEER, the OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate the Agreement. In such case, the CONTRACTOR shall be paid for all Work executed and any expense sustained plus a reasonable profit.

Removal of Equipment:

15.6 In the case of termination of this Contract before completion, for any cause whatever, the CONTRACTOR if notified to do so by the OWNER, shall promptly remove any part or all of his equipment and supplies from the property of the OWNER. Should the CONTRACTOR not remove such equipment and supplies, the OWNER shall have the right to remove them at the expense of the CONTRACTOR. Equipment and supplies shall not be construed to include such items for which the CONTRACTOR has been paid in whole or in part.

Contractor May Stop Work or Terminate:

15.7 If, through no act or fault of the CONTRACTOR, the Work is suspended for a period of more than ninety (90) days by the OWNER or under an order of court or other public authority, or the ENGINEER fails to act on any Application for Payment within sixty (60) days after it is submitted, or the OWNER fails to pay the CONTRACTOR any sum approved by the ENGINEER or awarded by court ruling within forty-five (45) days of its approval and presentation, then the CONTRACTOR may, upon seven (7) days written notice to the OWNER and the ENGINEER, and if the OWNER or ENGINEER fails to reasonably respond in writing, terminate the Agreement and recover from the OWNER payment for all Work executed and any expense sustained plus a reasonable profit. In addition, and in lieu of terminating the Agreement, if the ENGINEER has failed to act on an Application for Payment or the OWNER has failed to make any payment as aforesaid, the CONTRACTOR may upon seven (7) days' notice to the OWNER and the ENGINEER stop the Work until he has been paid all amounts then due.

Owner Furnished Equipment:

15.8 In case the OWNER furnishes equipment to the CONTRACTOR to install but fails to deliver it to the CONTRACTOR as required and in case such failure causes the CONTRACTOR additional expense or need for extension of time, the CONTRACTOR may make such claims upon the OWNER and obtain adjustments as provided herein.

Liquidated Damages:

15.9 If the CONTRACTOR shall fail to complete the work within the contract time, or extension of time granted by the OWNER, then the CONTRACTOR will pay to the OWNER the amount for liquidated damages as specified in the Contract Documents for each calendar day that the CONTRACTOR shall be in default after the time stipulated in the Contract Documents.

ARTICLE 16 - DISPUTE SETTLEMENT:

16.1 All claims, disputes and other matters in question arising out of, or relating to, this Agreement or the breach thereof except for claims which have been waived by the making or acceptance of final payment as provided by paragraph 14.11, shall be decided in a court of competent jurisdiction.

ARTICLE 17 - MISCELLANEOUS:

17.1 Whenever any provision of the Contract Documents requires the giving of written notice it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to him who gives the notice.

17.2 If the OWNER fails to make payment forty-five (45) days after payment is due, in addition to other remedies available to the CONTRACTOR, there shall be added to each such progress payment, interest at 1% per month commencing on the first day after said payment is due and continuing until the payment is received by the CONTRACTOR.

17.3 All Specifications, Drawings and copies thereof furnished by the ENGINEER shall remain his property. They shall not be used on another Project, and, with the exception of those sets which have been signed in connection with the execution of the Agreement, shall be returned to him on request upon completion of the Project.

17.4 The duties and obligations imposed by these General Conditions, and the rights and remedies available hereunder, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR by paragraphs 6.36 and 14.3 and the rights and remedies available to OWNER and ENGINEER there under, shall be in addition to, and shall not be construed in any way as a limitation of, any rights and remedies available by law, by special guarantee or by other provisions of the CONTRACT DOCUMENTS.

17.5 Should the OWNER or the CONTRACTOR suffer injury or damage to its person or property because of any error, omission or act of the other or of any of his employee or agents or others for whose acts he is legally liable, claim shall be made in writing to the other party within a reasonable time of the first observance of such injury or damage.

17.6 The CONTRACT DOCUMENTS shall be governed by the law of the place of the Project.

Progress Charts and Requirements for Overtime Work

17.7 The CONTRACTOR shall within 5 days or within such time as determined by the OWNER after date of commencement of work prepare and submit to the OWNER for approval a practicable schedule, showing the order in which, the CONTRACTOR proposes to carry on the work, the date on which he will start the several salient features (including procurement of materials, plans and equipment) and the contemplated dates for completing the same. The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion at any time. The CONTRACTOR shall enter on the chart the actual progress at such intervals as directed by the OWNER and shall immediately deliver to the OWNER three (3) copies thereof. If the CONTRACTOR fails to submit a progress schedule within the time herein prescribed, the owner may withhold approval of progress payment estimates until such time as the CONTRACTOR submits the required progress schedule.

17.8 If, in the opinion of the OWNER, the CONTRACTOR falls behind the progress schedule, the CONTRACTOR shall take such steps as may be necessary to improve his progress and the OWNER may require him to increase the number of shifts, or overtime operations, days of work, or the amount of construction plant, or update the progress schedule to reflect increased production for meeting the completion date, or all of them, and to submit for approval such supplementary schedule or schedules in chart form as may be deemed necessary to demonstrate the manner in which the agreed rate of progress will be regained, all without additional cost to the OWNER.

17.9 Failure of the CONTRACTOR to comply with the requirements of the OWNER under this provision shall be grounds for determination by the OWNER that the CONTRACTOR is not prosecuting the work with such diligence as will insure completion within the time specified. Upon such determination the OWNER may terminate the CONTRACTOR'S right to proceed with the work or any separable part thereof in accordance with the clause of the contract entitled, "Termination for Default-Damages for Delay - Time Extensions.

17.10 Should the Contractor fail to complete the work within the specified time, or within any extra time allowed under these specifications, a sum of money, determined by the following schedule, shall be deducted from any funds due the Contractor, the Owner shall have the right recover the said sum or sums from the Contractor or from the surety, or from both. The amounts of these deductions are to cover the liquidated damages to the Owner incurred by additional or other expenses due to the failure of the Contractor to complete the work or any part of the work within the time specified, and such deductions are not to be considered penalties.

17.11 The damages indicated above shall be considered as liquidated damages for the loss to the OWNER on account of the expense due to the employment of Engineers and their assistants and to any others expenses incurred after the expiration of the Contract time as determined by the ENGINEER in section 14.11

17.12 Work requiring the presence or services of the ENGINEER, based-solely on the opinion of the ENGINEER, will not be permitted on Sunday or holidays observed by the State unless the ENGINEER determines that an emergency or necessity exists. Work on these days solely to complete the project within the contract time will not be considered a necessity or emergency.

17.13 The ENGINEER will prepare and submit to the CONTRACTOR one (1) preliminary punch list of items that do not meet the contract requirements after the final inspection and one (1) final punch list immediately before final completion and final payment.

SUPPLEMENTAL GENERAL CONDITIONS

ARTICLE 1 - SPECIAL CONDITIONS

SCOPE AND INTENT

Special conditions shall prevail over General Conditions in case of conflict. The Contractor shall furnish all labor, materials, equipment (including fuel), tools, appliances, transportation and perform all operations in connection with the construction of, alterations to, or repair of, the building, including utilities, complete, in strict accordance with the specifications and the plans governing the construction of, alterations to, or repair of, the project.

EXAMINATION OF PREMISES

Before submitting a proposal for his work, each bidder shall be held responsible to have examined the site and satisfied himself as to the conditions under which work is to be performed.

PERMITS, TAXES, AND ORDINANCES

The Contractor shall pay for all required permits, give legal notices, and pay taxes and assessments levied in connection with this contract. Building regulations shall be strictly adhered to and the contractor shall be responsible for knowledge thereof.

INSURANCES, ETC.

In addition to the requirements of the General Conditions, insurance coverage specified herein constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the **CONTRACTOR** under the terms of the Contract. The **CONTRACTOR** shall procure and maintain at his own expense any additional kinds and amounts of insurance that, in his own judgment, may be necessary for his proper protection in the prosecution of the Work.

The **CONTRACTOR** shall carry insurance as prescribed herein and all policies shall be with companies satisfactory to the **OWNER**.

If a part of this Contract is sublet, the **CONTRACTOR** shall require each Subcontractor to carry insurance of the same kinds and in like amounts as carried by the **CONTRACTOR**. Certificates of insurance shall state that 30 days written notice will be given to the **OWNER** before the policy is canceled or changed. No **CONTRACTOR** or Subcontractor will be allowed to start any construction work on this Contract until certificates of all insurance required herein are filed and approved by the **OWNER**. The certificates shall show the type, amount, class of operations covered, effective dates and the dates of expiration of policies.

The **CONTRACTOR** shall secure and maintain in effect for the period of the Contract and pay all premiums for the following kinds and amounts of insurance.

A. **Workers' Compensation and Employer's Liability Insurance**

This insurance shall protect the **CONTRACTOR** against all claims under applicable State Worker's Compensation Laws. The **CONTRACTOR** shall also be protected and shall cause each Subcontractor to be protected against claims for injury, disease, or death of employees which, for any reason, may not fall

within the provisions of a Worker's Compensation Law. The liability limits shall not be less than the required statutory limits for Worker's Compensation and Employer's Liability or the amount of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) for each person whichever is more. This policy shall include an all states endorsement.

B. **CONTRACTOR'S Comprehensive Public Liability and Property Damage Insurance**, covering all operations in connection with the performance of this Contract in amounts not less than the following:

Bodily injury liability in the amount of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for each person and ONE MILLION DOLLARS (\$1,000,000) for each accident and property damage liability in the amount of TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000) for all damages arising out of the injury or destruction of property in any one accident and subject to that limit per accident a total for aggregate limit of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for all damages arising out of injury to or destruction of property during the policy period.

The Comprehensive Public Liability and Property Damage policies carried by both the **CONTRACTOR** and the Subcontractors shall contain an endorsement to include the coverage of the following hazards:

- a. Explosion, collapse, and underground property damage to include any damage or destruction of property below the surface of the ground, such as wires, conduits, pipes, mains, sewers, etc., caused by the **CONTRACTOR'S** operations.
- b. The collapse of and structural injury to any building, structure or property on or adjacent to the **OWNER'S** premises or right-of-way caused by the **CONTRACTOR'S** operations in the removal of other buildings, structures, or supports, or by excavation below the surface of the ground.
- c. Contractual Liability Coverage for the Hold Harmless segments of the Contract Documents.

C. **CONTRACTOR'S Contingent or Protective Liability and Property Damage:**

In case part of this Contract is sublet, the **CONTRACTOR** shall secure contingent or protective liability and property damage insurance to protect him from any and all claims arising from the operation of his Subcontractors in the execution of Work included in the Contract. In no case shall the amount of such protection be less than the limits of \$500,000/\$1,000,000 for Public Liability Insurance and \$500,000/\$1,000,000 for Property Damage Insurance. The coverage in each case shall be acceptable to the **OWNER**.

D. Automotive Public Liability and Property Damage

The **CONTRACTOR** shall maintain automobile public liability insurance in the amount of not less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for injury to one person and ONE MILLION DOLLARS (\$1,000,000) for one accident; and automobile property damage insurance in the amount of not less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for one accident to protect him from any and all claims arising from the use of the following:

- a. **CONTRACTOR'S** own automobiles and trucks.
- b. Hired automobiles and trucks.
- c. Automobiles and trucks owned by Subcontractors.

The aforementioned is to cover use of automobiles and trucks on and off the site of the Project.

E. OWNER'S Protective Liability Policy

The **CONTRACTOR** shall maintain **OWNER'S** Protective Liability Insurance with the **OWNER** as the named insured, and the **ENGINEER**, and their servants, agents and employees as additional insureds in amounts not less than the following:

- a. Bodily Injury in the amount of ONE MILLION DOLLARS (\$1,000,000) for each person and ONE MILLION DOLLARS (\$1,000,000) for each accident and property damage liability in the amount of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for all damages arising out of an injury or destruction of property in any one accident and subject to that limit per accident a total (or aggregate) limit of ONE MILLION DOLLARS (\$1,000,000) for all damages arising out of injury to or destruction of property during the policy period.

CLEANING UP

The **CONTRACTOR** shall, at all times, keep the premises free from accumulations of waste materials and at the completion of the work, be shall remove all his rubbish, tools, temporary buildings, etc. from and about the site and shall leave his work "broom" clean unless more exactly specified elsewhere. All glass shall be washed and left free from stains of any nature.

ARTICLE 2 - SPECIAL INSTRUCTIONS

LIMITATIONS

During construction, care is to be taken to prevent damage to the work in place. As soon as work is completed, all work is to be thoroughly cleaned. Before completion, all damaged work is to be repaired and left in perfect condition. The CONTRACTOR will be responsible for all clean up of the premises. All trash, etc. will be hauled away from the site, and the site left in a clean and neat condition. Alcoholic beverages of any type will not be permitted on job site.

PRODUCT/MATERIALS SUBSTITUTION

CONTRACTOR will submit prior to starting work on project any changes to materials specified. CONTRACTOR will submit all specification data, company name, and supplier of material that he wishes to substitute. All material will be evaluated. CONTRACTOR will be given approval/disapproval by OWNER. No substitutes will be taken into consideration after work has begun, no substitutes will be allowed if CONTRACTOR does not submit specification data within time allowed.

INSPECTION

All work covered by these specifications shall be subject to inspection by OWNER or his authorized representative. CONTRACTOR will coordinate with OWNER for inspections as required during construction and furnish to the OWNER in writing a project schedule prior to mobilization of work at the job site.

SPECIFICATIONS AND DRAWINGS ARE RECIPROCAL

The specifications and drawings are intended mutually to explain each other and anything which is referred to in the specifications and not shown on the drawings shall be considered as being shown and mentioned and referred to in both of these documents. Such work shall be done and performed accordingly. Any drawing attached to this specification form is an integral part thereof and where such drawings, if any, differ from these specifications, the specifications shall govern.

AS-BUILT DRAWINGS

Occasionally, during the course of construction, modifications and changes may occur due to site conditions, unforeseen circumstances and problems encountered. This may result in a modification of construction as originally depicted on drawings. Contractor will furnish the OWNER a marked-up set of prints in red line of all changes and/or modifications that pertain to this contract. Drawings will be labeled. "AS-BUILT DRAWINGS".

ARTICLE 3 - GUARANTEES, WARRANTIES AND BONDS

1. All work will be guaranteed by the CONTRACTOR for a period of one (1) year from the date of substantial completion.
2. Wording for the notarized guarantee shall be as follows:
"We hereby guarantee all work performed by us on the above captioned project to be free from defective materials and workmanship for a period of one (1) year, or such longer period of time as may be called for in the Contract Documents for such portions of the work."

3. **Guarantee Compliance:**

Except as otherwise specified, all work shall be guaranteed by the CONTRACTOR and through him each sub-contractor against defects resulting from the use of inferior materials, equipment or workmanship for one (1) year from the date of substantial completion of the Contract. In case of work performed by his sub-contractors, the CONTRACTOR shall secure warranties from said sub-contractors and deliver copies of the same to the OWNER upon completion of the work. If, within any guarantee period, repairs or changes are required in connection with guaranteed work which, in the OWNER'S opinion, are rendered necessary as the result of use of materials, equipment or workmanship which are inferior, defective or not in accordance with terms of the Contract: CONTRACTOR shall promptly upon receipt of OWNER'S written notice, and without expense of the OWNER;

- a. Place in satisfactory condition in every particular all such guaranteed work, correct all defects therein.
- b. Make good all damage to the building, site, equipment or building contents which in the OWNER'S opinion is the result of the use of materials, equipment or workmanship which are inferior, defective, or not in accordance with terms of the Contract.
- c. Make good any work or material or the equipment and contents of building or site disturbed in fulfilling such guarantee.

In any case where fulfilling the requirements of the Contract, or any guarantee embraced in or required thereby, the CONTRACTOR disturbs any work guaranteed under another's Contract, he shall restore such disturbed work to condition satisfactory to the OWNER and guarantee such restored work to the same extent as it was guaranteed under such other contract. If the CONTRACTOR, after notice, fails to proceed promptly to comply with terms of the guarantee, the OWNER may have the defects corrected and the CONTRACTOR and his surety shall be liable for all expense incurred. All special guarantees applicable to definite parts of the work that may be stipulated in the specification or other Contract Documents shall be subject to the terms of this Specification Section during the first year of the life of such special guarantees. All guarantees and warranties shall be obtained in the OWNER'S name and evidence thereof shall be promptly delivered to the OWNER'S Representative for transfer to the OWNER.

ARTICLE 4 - CLOSE-OUT DOCUMENTS

In general documents for close out, to be submitted by the CONTRACTOR to the OWNER, prior to final payment, shall be; but not limited to the following:

1. APPLICATION FOR PAYMENT: AIA Document G-702
2. CERTIFICATE OF SUBSTANTIAL COMPLETION: AIA Document G-704
3. CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS:
AIA Documents G-706 and G-706A: The Contractor shall furnish these AIA Documents complete with attached notarized full release of liens, damages, and a guarantee that all materials and labor are paid in accordance with Contract Documents with the following wording:

"WE HEREBY CERTIFY THAT ALL BILLS FOR LABOR AND MATERIALS

INCORPORATED INTO THE ABOVE CAPTIONED PROJECT UNDER OUR CONTRACT HAVE BEEN PAID AND THAT THE OWNER IS RELEASED FROM ANY AND ALL CLAIMS AND/OR DAMAGES UNDER THIS CONTRACT."

4. CONSENT OF SURETY COMPANY TO FINAL PAYMENT: AIA Document G-707
To be completed in full by the Bonding Company.
5. CONTRACTOR'S NOTARIZED STATEMENT:
Notarized statement that project has been constructed in accordance with Contract Documents.
6. CONTRACTOR'S NOTARIZED STATEMENT OF GUARANTEE/S:
All work will be guaranteed by the Contractor for a period of one (1) year from the date of substantial completion. Wording will be as follows:
"WE HEREBY GUARANTEE ALL WORK PERFORMED BY US ON ABOVE CAPTIONED PROJECT TO BE FREE FROM DEFECTIVE MATERIALS AND WORKMANSHIP FOR A PERIOD OF ONE (1) YEAR, OR SUCH LONGER PERIOD OF TIME AS MAY BE CALLED FOR IN THE CONTRACT DOCUMENTS FOR SUCH PORTIONS OF THE WORK."
In the case of work performed by his sub-contractors, the Contractor shall secure warranties from said sub-contractors and deliver copies of same to the Owner upon completion of work.
7. OPERATING AND MAINTENANCE MANUALS:
All manufacturer's operating instructions and maintenance manuals will be compiled in a tabbed and labeled 3-ring binder. (Furnish Owner with two (2) sets).
8. FORM W-9, PAYER'S REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION (IRS):
Form W-9 is to be completed by non-corporation contractors. Non-applicable if Contractor's firm is Incorporated.
9. FINAL CLEANING:
At close out time clean and re-clean entire work to normal level for "FIRST CLASS" maintenance/cleaning.

TECHNICAL SPECIFICATIONS

1. Applicable Specifications

The Technical Specifications entitled Mississippi Standard Specifications for Road and Bridge Construction, 2017 Edition, shall be the specifications applicable to this project except as for herein specified. Any testing required by those specifications for material submittal and approval shall be the responsibility of the CONTRACTOR. The testing laboratory used by the CONTRACTOR shall be a laboratory certified by the Mississippi Department of Transportation and shall be approved by the ENGINEER. Any reference to Unit Item for pay shall be modified and paid based on the Pay Items included in the proposal of the specifications.

2. References Amended to Mean Engineer

Any reference in the above-mentioned specifications to Commission, Director, Chief Engineer, Testing Engineer, or Project Engineer shall be amended in these specifications to mean the ENGINEER, or his duly authorized representative, of the City of Hattiesburg.



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, February 8, 2022

Re: Acknowledge receipt of the 2021 Hattiesburg Dixie Youth Baseball Expenditure Report.
File Number: 2022-47
Minute Book #

Summary

Recommendation Statement

Please place this on the February 8, 2022 City Council meeting for consideration.

McGee, Chris

From: Mike Smith <redbird195158@yahoo.com>
Sent: Monday, January 3, 2022 11:19 AM
To: McGee, Chris
Subject: 2021 HDYB Financial report 2021

Beginning balance.....\$20,813.30

Income:

City of Hattiesburg.....15,000.00
Sponsorships.....13,000.00
Donations.....50.00
Photographs.....1,500.00
Gate fees.....8,423.25
MSDYB.....300.00
Registration.....24,270.00

Total income.....63,003.25

Expenditures:

Umpires.....12,452.50
Scorekeepers.....3,856.00
Coaches shirts.....3,247.25
Scholarships.....3,197.00
Office supplies.....3,118.73
Baseball supplies.....26,004.73
Franchise fees.....324.25
Tournament fees.....2,671.25
Postage & box rent.....434.00
Insurance.....3,951.00
Coaches background check....534.50
Registration fees.....1,340.00
Trophies & awards.....1,401.97
World Series fees.....3,500.00

Total expenditures.....66,033.18

Ending balance.....\$16,783.37

Submitted by Mike Smith, Hattiesburg Dixie Youth Treasurer

1/3/22



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, February 8, 2022

Re: Acknowledge receipt of the 2021 Hattiesburg Little League Expenditure Report.
File Number: 2022-50
Minute Book #

Summary

Recommendation Statement

Please place this on the February 8, 2022 City Council meeting for consideration.

Hattiesburg Little League



2021 *Expenditure* *Report*

Hattiesburg Little League

2021 Expenditure Report

Account/Vendor	Invoice	Amount
Little League Baseball Inc	1/5/2021	\$1,088.00
Concourse Team Express	6/16/2021	\$1,007.95
Play It Again Sports	4/13/2021	\$ 214.00
	4/23/2021	\$ 4,243.87
	5/3/2021	\$ 1,119.42
	5/5/2021	\$ 219.89
	5/20/2021	\$ 1,946.07
	5/20/2021	\$ 3,041.48
	6/24/2021	\$ 1,464.00
	8/12/2021	<u>\$ 1,598.85</u>
Total of Expenditure Page1 Account/Vendors		\$ 15,943.53
Total of Expenditure Page 2&3 Umpire/Scorekeepers		<u>\$ 7,905.00</u>

Total Expenditure for 2021 \$23,848.53

Hattiesburg Little League

Expenditure Report 2021 Officials and Scorekeepers

Name	Address	Amount
Gerry Loftin	1005 Grave Keys Road Bassfield MS 39421	\$ 570.00
Ronnie Gilbert	403 Lille Burney Street Hattiesburg, MS 39401	\$ 1140.00
Eddie Jones	P.O. Box 1322 Tylorsville, MS 39168	\$ 570.00
Kevin Jackson	2300 Lincoln Road Hattiesburg, MS 39401	\$ 750.00
Larry Stewart	629 Sullivan Drive Hattiesburg, MS 39401	\$ 480.00
Milton Pittman	24 Pine Tree Drive Columbia, MS 39429	\$ 120.00
Roberta Fairman	313 Willis Avenue Hattiesburg, MS 39401	\$ 320.00
Rononda Hollingsworth	707 Quinn Street Hattiesburg MS 39401	\$ 760.00
Aryanna Hollingsworth	707 Quinn Street Hattiesburg MS 39401	\$ 105.00
Alkennia Stokes	703 Ellis Avenue Hattiesburg, MS 39401	\$ 40.00
Alice Campbell	233 Dawson Street Hattiesburg, MS 39401	\$ 100.00

Hattiesburg Little League

Expenditure Report 2021 Officials and Scorekeepers

Name	Address	Amount
Treyon Johnson	727 North Hill Drive Hattiesburg MS 39401	\$ 225.00
Matthew Adams	104 Brecknridge Drive Apt#107 Hattiesburg, MS 39401	\$ 325.00
Jermel Ford	6490 US Hwy 49 N Apt#171 Hattiesburg, MS 39401	\$ 225.00
Elvin Jackson	Hattiesburg, MS 39401	\$ 50.00
Garo Edwards	501 Brady Road Hattiesburg, MS 39401	\$ 760.00
Daniel McDonald	1302 Laurelwood Circle Laurel, MS 39440	\$ 440.00
Dennis Thomas	P.O. Box 416 Heidelberg, MS 39439	\$ 620.00
Lawrence Stewart	633 Sullivan Drive Hattiesburg MS 39401	\$ 320.00
Total Expenditure for Umpires & Scorekeeper		\$7,905.00

PLEASE MAIL REMITTANCE TO:
Little League® Baseball, Incorporated
539 US Route 15 Highway
PO Box 3485
Williamsport, PA 17701-0485

PAY ONLINE AT:
<https://www.littleleague.org/DataCenter>

Phone: 570-326-1921 • Fax: 570-326-1074



STATEMENT

PAGE	1 of 1
DATE	1/5/2021
LEAGUE ID	3240220
AMOUNT DUE	\$1,088.00

PLEASE INCLUDE YOUR LEAGUE ID
NUMBER ON ALL CORRESPONDENCE

HATTIESBURG LL
641 PHOENIX CIRCLE
72 W L Runnels Industrial Drive
HATTIESBURG, MS 39401

SPECIAL INSTRUCTIONS:

- Make checks/money orders payable to "Little League Baseball."
- All amounts are in US dollars.
- Payments are applied to open charges in a specific order: first to Liability Insurance premiums, second to Additional Insured premiums, third to Accident Insurance and Crime Insurance premiums, fourth to any balance from the previous year, and finally to any additional charges (tournament enrollment, Little League Store purchases, etc.) in the order they were incurred.
- Leagues outside of the United States and Canada must pay by credit card via the [Little League Data Center](#).

Doc #	Line #	Date	Description	Charges	Credits	Balance
		9/30/2020	Previous Season Balance		\$80.00	(\$80.00)
						(\$40.00)
919414	001	12/30/2020	4 Little League BB Charter	\$40.00		\$0.00
919414	002	12/30/2020	4 Minor BB Charter	\$40.00		\$104.00
919512	001	12/30/2020	4 Little League BB Acc Ins	\$104.00		\$208.00
919512	002	12/30/2020	4 Minor BB Acc Ins	\$104.00		\$1,088.00
919512	003	12/30/2020	1 General Liability/D&O Ins	\$880.00		
Total Due:						\$1,088.00

PAYMENT IS DUE UPON RECEIPT

Quote

Concourse Team Express

12451 Network Blvd, Suite 200
San Antonio, TX 78249

Date 06/15/2021
Estimate # EST12668

Expires 07/15/2021
Sales Rep E1120 Steven Bell
Sales Rep Email
Project
Terms
Shipping Method UPS® Ground

Bill To
DENISE EDWARDS
433 BRADY ROAD
HATTIESBURG MS 39401
United States

Ship To
DENISE EDWARDS
433 BRADY ROAD
HATTIESBURG MS 39401
United States

Manufacturer	Item Name	Options	Description	Quantity	Rate	Total
Rawlings	RLLB1 DZ		LITTLE LEAGUE BASEBALL-DZ	20	48.90	978.00

Subtotal 978.00
Shipping Cost (UPS® Ground) 29.95
Total \$1,007.95





Play It Again Sports Hattiesburg
4400 Hardy Street
Suite A-12
Hattiesburg Mississippi 39402

Invoice

INV-000595

Balance Due
\$214.00

Bill To
Hattiesburg Little League

f.
p.
email: deniseedwards62@icloud.com

Invoice Date : 13 Apr 2021

Terms : Due on Receipt

Due Date : 13 Apr 2021

Line No.	Item & Description	Brand Name	Qty	Price	Amount
1	Batting Tee	Champro	10.00	20.00	200.00
Sub Total					200.00
Mississippi Sales Tax (7%)					14.00
Total					\$214.00
Balance Due					\$214.00

Notes

picked up at store by Denise Edwards on 04/12/21

Terms & Conditions

Thank you for choosing Play It Again Sports Hattiesburg.



Play It Again Sports Hattiesburg

4400 Hardy Street
Suite A-12
Hattiesburg Mississippi 39402

Invoice

INV-000608

Balance Due
\$4,243.87

Bill To
Hattiesburg Little League

f.
p.
email: deniseedwards62@icloud.com

Invoice Date : 23 Apr 2021

Terms : Due on Receipt

Due Date : 23 Apr 2021

Line No.	Item & Description	Qty	Price	Amount
1	Baseball Package	92.00	37.985	3,494.62
2	Coaches Packages	29.00	18.00	522.00
3	Youth Cups with supporter garter Smalls	15.00	9.09	136.35
4	Youth Cups with supporter with garter Mediums	10.00	9.09	90.90
Sub Total				4,243.87
Total				\$4,243.87
Balance Due				\$4,243.87

Notes

Thank you for choosing Play It Again Sports Hattiesburg.

Terms & Conditions

Thank you for choosing Play It Again Sports Hattiesburg.



Play It Again Sports Hattiesburg
4400 Hardy Street
Suite A-12
Hattiesburg Mississippi 39402

Invoice

INV-000614

Balance Due
\$1,119.42

Bill To
Hattiesburg Little League

f.
p.
email: deniseedwards62@icloud.com

Invoice Date : 03 May 2021

Terms : Due on Receipt

Due Date : 03 May 2021

Line No.	Item & Description	Qty	Price	Amount
1	Easton Black Magic JR Set	1.00	129.99	129.99
2	Champro Catchers Set Jr Royal	1.00	125.99	125.99
3	Champro Catchers Set Jr Red	1.00	125.99	125.99
4	Pitch Counter	3.00	8.09	24.27
5	Wilson 32" Catchers Mitt	4.00	62.99	251.96
6	Rawlings 31/5" Catchers Mitt	1.00	53.99	53.99
7	Late Add On Players Packages	8.00	35.50	284.00
8	Late Add On Jersey Only	3.00	10.00	30.00
9	Name Changes	4.00	5.00	20.00
Sub Total				1,046.19
Mississippi Sales Tax (7%)				73.23
Total				\$1,119.42
Balance Due				\$1,119.42

Notes

Thank you for choosing Play It Again Sports Hattiesburg.



Play It Again Sports Hattiesburg
4400 Hardy Street
Suite A-12
Hattiesburg Mississippi 39402

Invoice

INV-000615

Balance Due
\$0.00

Bill To
Hattiesburg Little League

f.
p.
email: deniseedwards62@icloud.com

Invoice Date : 05 May 2021
Terms : Due on Receipt
Due Date : 05 May 2021

Line No.	Item & Description	Qty	Price	Amount
1	Player Package ZLewis	1.00	35.50	35.50
2	Name Change	2.00	5.00	10.00
3	League Jerseys for Adults	8.00	20.00	160.00
Sub Total				205.50
Mississippi Sales Tax (7%)				14.39
Total				\$219.89
Payment Made				(-) 219.89
Balance Due				\$0.00

Notes

Thank you for choosing Play It Again Sports Hattiesburg.

Terms & Conditions

Thank you for choosing Play It Again Sports Hattiesburg.



Play It Again Sports Hattiesburg
4400 Hardy Street
Suite A-12
Hattiesburg Mississippi 39402

Invoice

INV-000625

Balance Due
\$1,946.07

Bill To
Hattiesburg Little League

f.
p.
email: deniseedwards62@icloud.com

Invoice Date : 20 May 2021

Terms : Due on Receipt

Due Date : 20 May 2021

P.O.# : Bats and Catchers Gear
for Older League

Line No.	Item & Description	Qty	Price	Amount
1	Allstar Catchers Gear	5.00	129.99	649.95
2	USA Bats	8.00	49.99	399.92
3	USA Bats	5.00	89.99	449.95
4	USA Bats	1.00	24.99	24.99
5	USA Bats	4.00	59.99	239.96
6	USA Bats	1.00	53.99	53.99
Sub Total				1,818.76
Mississippi Sales Tax (7%)				127.31
Total				\$1,946.07
Balance Due				\$1,946.07

Notes

Thank you for choosing Play It Again Sports Hattiesburg.

Terms & Conditions

Thank you for choosing Play It Again Sports Hattiesburg.



Play It Again Sports Hattiesburg
4400 Hardy Street
Suite A-12
Hattiesburg Mississippi 39402

Invoice

INV-000626

Balance Due
\$0.00

Bill To
Hattiesburg Little League

f.
p.
email: deniseedwards62@icloud.com

Invoice Date : 20 May 2021
Terms : Due on Receipt
Due Date : 20 May 2021
P.O.# : Older Age Groups
Uniforms

Line No.	Item & Description	Qty	Price	Amount
1	Player Packages	53.00	47.50	2,517.50
2	Coaches Packages	13.00	25.00	325.00
Sub Total				2,842.50
Mississippi Sales Tax (7%)				198.98
Total				\$3,041.48
Payment Made				(-) 3,041.48
Balance Due				\$0.00

Notes

Thank you for choosing Play It Again Sports Hattiesburg.

Terms & Conditions

Thank you for choosing Play It Again Sports Hattiesburg.



Play It Again Sports Hattiesburg
4400 Hardy Street
Suite A-12
Hattiesburg Mississippi 39402

Invoice

INV-000649

Balance Due
\$0.00

Bill To
Hattiesburg Little League

f.
p.
email: deniseedwards62@icloud.com

Invoice Date : 24 Jun 2021
Terms : Due on Receipt
Due Date : 24 Jun 2021
P.O.# : 13-14Group

Line No.	Item & Description	Qty	Price	Amount
1	Player Uniform Packages	24.00	50.50	1,212.00
2	Coaches Packages	3.00	25.00	75.00
3	4extra Jerseys for Doc On Dabbs	4.00	20.50	82.00
Sub Total				1,369.00
Mississippi Sales Tax (7%)				95.83
Total				\$1,464.83
Payment Made				(-) 1,464.83
Balance Due				\$0.00

Notes

Thank you for choosing Play It Again Sports Hattiesburg.

Terms & Conditions

Thank you for choosing Play It Again Sports Hattiesburg.



Play It Again Sports Hattiesburg
4400 Hardy Street
Suite A-12
Hattiesburg Mississippi 39402

Invoice

INV-000690

Balance Due
\$1,598.85

Bill To
Hattiesburg Little League

f.
p.
email: deniseedwards62@icloud.com

Invoice Date : 12 Aug 2021
Terms : Due on Receipt
Due Date : 12 Aug 2021
P.O.# : All-Stars 2021

Line No.	Item & Description	Brand Name	Qty	Price	Amount
1	Allstar Player Uniform Package (Jersey, Hats, Belt, Socks)	Russell	19.00	64.00	1,216.00
2	Allstar Coach Uniform Package		4.00	40.00	160.00
3	Extra Hat		1.00	19.25	19.25
4	Extra Jerseys		3.00	33.00	99.00
Sub Total					1,494.25
Mississippi Sales Tax (7%)					104.60
Total					\$1,598.85
Balance Due					\$1,598.85

Notes

Thank you for choosing Play It Again Sports Hattiesburg. Denise picked up All-Star uniforms at store.

Terms & Conditions

Thank you for choosing Play It Again Sports Hattiesburg.



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, February 8, 2022

Re: Acknowledge receipt of FY 2021 Expenditure Report from the Noon Day Optimist Club for Dixie Boys Baseball Program.
File Number: 2022-70
Minute Book #

Summary

Recommendation Statement

Please place this on the February 8, 2022 City Council meeting for consideration.



Hattiesburg Dixie Boys Baseball
Sponsored By
Hattiesburg Optimist Club
P.O. Box 16026
Hattiesburg, MS 39404
hburgdixieboys@yahoo.com



To: Mr. Chris McGee, Director
Hattiesburg Parks and Recreation

From: The Hattiesburg Noonday Optimist Club

October 12, 2021

Re: Hattiesburg Dixie Boys Baseball
2022 Sponsorship Request and Financial Report for 2021

The 2021 HDBB season was a big success. This spring/summer, with your s and the City of Hattiesburg support, we were able to provide baseball to 13 and 14-year olds from the Hattiesburg area. As usual, we had kids from the Hattiesburg Public Schools, PCS, Sacred Heart, Oak Grove, and Forrest County schools participating in our program. Due to the lack of opportunities, we welcomed kids from 10 counties in our area to play in our league. Our All-star teams hosted and won both Mississippi State Championships and represented the City of Hattiesburg and the State of Mississippi at the Jr. and The Dixie Boys World Series in Sterlington, La. We were able to win the Jr. Dixie Boys World Series, our 5th World Series Championship in 10 years.

The Hattiesburg Optimist Club is very proud to be a sponsor and partner with the City of Hattiesburg to help provide a quality recreational baseball program for our youth. Our purpose and focus is to provide a safe, quality program to help these young men develop as baseball players and to help teach them valuable life lessons. We would again like to request our yearly sponsorship of \$12,200.00 for the 2022 season. Attached, you will find a detailed copy of our financial records for the 2021 season.

Thank you for your continued support of our Dixie Boys Baseball Program. We could not offer the quality program that we do without the assistance and commitment of the City of Hattiesburg and the Hattiesburg Parks and Recreation Department. Together, we will continue to build on the traditions and history of Hattiesburg Baseball.

Adam Roberts
President

Chris Bedenbaugh
League Director

Russ Hendley
Secretary/Treasurer

2012, 2013, 2015, 2016, 2017, 2018, 2019, 2020 and 2021 Mississippi Jr. Dixie Boys State Champions
2013, 2016, and 2021 Jr. Dixie Boys World Series Champions
2013, 2014, 2016, 2017, 2018, 2019, 2020, and 2021 Mississippi Dixie Boys State Champions
2013 and 2014 Dixie Boys World Series Champions

**HATTIESBURG OPTIMIST CLUB
DIXIE BOYS BASEBALL
13 & 14 YEAR OLDS
2021 Financial Report**

INCOME:

City of Hattiesburg Sponsorship		\$12,200.00
Team Sponsorships		\$2,400.00
Player Registrations		\$1,870.00
Outfield Advertising Signs		\$3,200.00
Chevrolet Grant		\$500.00
Concessions Regular Season and Tournaments		\$2,914.60
Monroe West Rec. Dept. Per Day Perdeiums		\$2,450.00
World Series Banner and All-Star Fundraisers		\$2,980.00
Forrest County Board of Supervisors		\$2,000.00
Opening Day Crawfish Boil Fundraiser		\$2,206.00
TOTAL INCOME		\$32,720.60

**HATTIESBURG OPTIMIST CLUB
DIXIE BOYS BASEBALL
13 & 14 YEAR OLDS
2021 Financial Report**

EXPENSES:

<i>Regular Season AND All Stars</i>		
Umpires and Officials		\$4,305.00
Baseball equipment (Play It Again Sports)		\$6,272.60
League Insurance		\$707.04
Franchise Fee		370.00
Umpire Association and Scheduling fee		250.00
Athletic Trainer/ Covid/ Gate Worker (Jeff Bryant)		\$1,075.00
Sunflower for supplies for cleaning and ball park safety		\$200.00
Coca-Cola		\$2,748.08
Wal-Mart & Sams Club (Concession Supplies)		\$821.10
Postage		\$46.75
JDP Services (Back Ground Checks)		\$59.25
J & J Produce		\$70.00
All Star Patches		\$86.00
13 & 14 Year Old All-Stars World Series Trip		\$1,800.00
Bus Supply Charters Inc. Bus for All-Stars		\$6,100.00
Court Yard Marriott Hotel Monroe, LA		\$4,293.54
MS DBB State Directors Fee		\$500.00
SUB TOTAL		29,704.36

MISCELLANEOUS EXPENSES:

Pine Belt Trophy		\$1,453.30
Bourne Bros (Outfield sign upgrades and Raffle Tickets)		\$1,294.70
P. O. Box Fee		\$188.00
MS Dixie Boys Scholarship Fund		\$700.00
Dr. Clemon Terrell Scholarship Fund		\$500.00
JMH Graphics T-Shirt Sponsorship		\$200.00
Barrett Engraving Brick Work at Park Entrance		\$170.00
		-
		-
		-
		-
SUB TOTAL		4,506.00
TOTAL EXPENSES		34,210.36

TOTAL INCOME	\$32,720.60
TOTAL EXPENSES	\$ 34,210.36
NET	(\$1,489.76)



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Sylvester London, Division Manager
cc:
Date: Tuesday, February 8, 2022
Re: Acknowledge receipt of the two quote docket.
File Number: 2022-58
Minute Book #

Summary

Acknowledge receipt of the two quote docket for the period of November 29, 2021 through January 27, 2022 as provided for in 31-87-13(b) of the Mississippi Code of 1972

Recommendation Statement

Attached is the unadvertised bid docket for the period of November 29, 2021 through January 27, 2022 covering purchases requiring the obtaining of a minimum of two (2) bids as defined in Section 31-7-13 (B) of the Mississippi Code.

This report is submitted for your review, approval, and acknowledgement on the minutes of the City Council. Should there be any questions, please feel free to contact my office.

Please place this on the February 8, 2022 City Council meeting for consideration.

SUCCESSFUL BID/ OTHER BID	PURCHASE ORDER	BID AMOUNT	ITEM DESCRIPTION
PORTABLE TOILETS LLC B CLEAN LLC	225799	\$ 22,620.00 \$ 40,068.00	PORTABLE TOILET RENTALS
AB SUPPORT SERVICES JANI-KING OF MISSISSIPPI OMNI CLEANING SERVICES	225889	\$ 19,200.00 \$ 22,200.00 \$ 29,800.00	JANITORIAL CLEANING SERVICE FOR FOUR DEPARTMENTS
FITNESS EXPO INC DIRECT FITNESS SOLUTIONS	225981	\$ 21,131.00 \$ 23,034.86	EXERCISE EQUIPMENT FOR NEW BUILDING - HPD
GULF BREEZE CONSTRUCTION RYAL'S CONSTRUCTION LLC FAIRLEY CONSTRUCTION	226008	\$ 16,600.00 \$ 24,680.00 \$ 42,700.00	JAMES ST BRIDGE PILING REPAIR - ENG
METRIX SOLUTIONS CDW GOVERNMENT	226015	\$ 8,438.98 \$ 8,691.49	WEB SECURITY
METRIX SOLUTIONS CDW GOVERNMENT	226016	\$ 11,262.50 \$ 11,424.00	EMAIL PROTECTION
BNR INVESTMENTS B AND C RILEY TREE SERVICES	226200	\$ 8,300.00 \$ 8,570.00	TREE REMOVAL, FENCE REPLACEMENT
NEWELL PAPER COMPANY ANDERSON COMMERCIAL	226269	\$ 19,153.01 \$ 20,998.00	HPSC RESTROOM ACCESSORIES - ENG
GREENPOINT AG HOLDINGS LLC RICHARDSON ATHLETICS	226324	\$ 3,748.75 \$ 3,985.00	FIELD MATERIAL FOR P&R GROUNDS
BW SULLIVAN BUILDING CONTRACTOR INC HUB CITY CONSTRUCTION	226386	\$ 47,200.00 \$ 49,950.00	PARKHAVEN HISTORIC ARCH REPAIR

RYALS CONSTRUCTION	226464	\$	28,684.00	KIMBALL AVE PEDESTRIAN BRIDGE REPAIR
GULF BREEZE CONSTRUCTION		\$	68,000.00	
METRIX SOLUTIONS	226470	\$	6,718.25	CYLANCE RENEWAL
UNIFIED CONNEXIONS INC		\$	9,423.00	

CITY OF HATTIESBURG
UNADVERTISED BID RESULTS

OQ# 225799

ITEM: PORTABLE TOILET RENTALS

BID #1

WINNING BID

COMPANY PORTABLE TOILETS LLC

BID

AMOUNT \$22,620.00

BID #2

COMPANY B CLEAN LLC

BID

AMOUNT \$40,068.00

BID #3

COMPANY _____

BID

AMOUNT _____

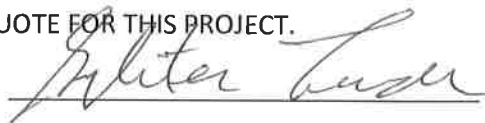
BID #4

COMPANY _____

BID

AMOUNT _____

THANK YOU FOR SENDING A QUOTE FOR THIS PROJECT.



Sylvester London, DIVISION MANAGER



City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

Purchase Order

Fiscal Year 2022

Page 1 of 1

Bill To 1001
City of Hattiesburg
P.O. BOX 1898
Hattiesburg, MS 39401

Ship To 9998
NON APPLICABLE

Purchase Order Number **00225799**

Purchase Order Date **12/01/2021**

Department **PARKS & REC MAINT DIV**

FID 64-6000432

Vendor 47043
PORTABLE TOILETS LLC
SOUTHERN ON SITE
PO BOX 18798
HATTIESBURG, MS 39404-8798

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
	SOUTHERNONSITE@YMAIL.COM	47043	225921	Akira Lewis	

NOTES

P&R TSP-TWO QUOTE PORTABLE TOILET RENTALS

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	TWO QUOTE FOR THE RENTAL OF PORTABLE TOILETS & HAND WASH STATIONS TO BE STATIONED AT TOWN SQUARE PARK FROM 12/1/21 UNTIL 12/1/22 12 RENTAL REGULAR SIZED PORTABLE TOILETS WITH A TWICE PER WEEK CLEANING AND RESTOCKING SERVICE FROM DECEMBER 1, 2021- DECEMBER 1, 2022 GL #: 002300 - 644900 \$19,440.00	12.0000	EACH	\$1,620.0000	\$19,440.00
2	1 RENTAL HANDICAP SIZED PORTABLE TOILET WITH A TWICE PER WEEK CLEANING AND RESTOCKING SERVICE FROM DEC 1, 2021 TO DEC 1, 2022 GL #: 002300 - 644900 \$1,920.00	12.0000	EACH	\$160.0000	\$1,920.00
3	2 RENTAL PORTABLE HANDWASH STATIONS WITH A TWICE PER WEEK CLEANING AND RESTOCKING SERVICE FROM DEC 1, 2021 TO DEC 1, 2022 GL #: 002300 - 644900 \$1,260.00	12.0000	EACH	\$105.0000	\$1,260.00

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE. THE PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.


City Clerk

Total Ext. Price \$22,620.00

Purchase Order Total **\$22,620.00**



MAYOR
Toby Barker

COUNCIL - WARD ONE
Jeffrey George

COUNCIL - WARD TWO
Deborah Denard Delgado

COUNCIL - WARD THREE
Carter Carroll

COUNCIL - WARD FOUR
Dave Ware

COUNCIL - WARD FIVE
Nicholas Brown

TO: PORTABLE TOILETS LLC

FROM: CITY OF HATTIESBURG

RE: BID REQUEST

DATE: 11/29/2021

This is a request to bid on the rental of 12 regular portable toilets, 1 handicap portable toilet, 2 handwash stations with weekly cleanings and restocking service. These items will be stationed at Town Square Park:

1. 12 RENTAL REGULAR SIZED PORTABLE TOILETS WITH A TWICE PER WEEK CLEANING AND RESTOCKING SERVICE FROM DECEMBER 1, 2021 TO DECEMBER 1, 2022.

\$ 1,620.00 PER MONTH

2. 1 RENTAL HANDICAP SIZED PORTABLE TOILET WITH A TWICE PER WEEK CLEANING AND RESTOCKING SERVICE FROM DECEMBER 1, 2021 TO DECEMBER 1, 2022.

\$ 160.00 PER MONTH

3. 2 RENTAL PORTABLE HANDWASH STATIONS WITH A TWICE PER WEEK CLEANING AND RESTOCKING SERVICE FROM DECEMBER 1, 2021 TO DECEMBER 1, 2022.

\$ 105.00 PER MONTH

Bid request is due by 5:00pm on December 1, 2021 and must be returned via email to slondon@hattiesburgms.com.

Vendor Signature:

CITY OF HATTIESBURG • POST OFFICE BOX 1898 • HATTIESBURG, MISSISSIPPI • 39403-1898

1,620 • x
12 • =
19,440 • 00 +

160 • x
12 • =
1,920 • 00 +

105 • x
12 • =
1,260 • 00 +

22,620 • 00 *





MAYOR
Toby Barker

COUNCIL - WARD ONE
Jeffrey George

COUNCIL - WARD TWO
Deborah Denard Delgado

COUNCIL - WARD THREE
Carter Carroll

COUNCIL - WARD FOUR
Dave Ware

COUNCIL - WARD FIVE
Nicholas Brown

TO: BCLEAN

FROM: CITY OF HATTIESBURG

RE: BID REQUEST

DATE: 11/29/2021

This is a request to bid on the rental of 12 regular portable toilets, 1 handicap portable toilet, 2 handwash stations with weekly cleanings and restocking service. These items will be stationed at Town Square Park:

1. 12 RENTAL REGULAR SIZED PORTABLE TOILETS WITH A TWICE PER WEEK CLEANING AND RESTOCKING SERVICE FROM DECEMBER 1, 2021 TO DECEMBER 1, 2022.

\$ 2,460.00 PER MONTH

2. 1 RENTAL HANDICAP SIZED PORTABLE TOILET WITH A TWICE PER WEEK CLEANING AND RESTOCKING SERVICE FROM DECEMBER 1, 2021 TO DECEMBER 1, 2022.

\$ 363.00 PER MONTH

3. 2 RENTAL PORTABLE HANDWASH STATIONS WITH A TWICE PER WEEK CLEANING AND RESTOCKING SERVICE FROM DECEMBER 1, 2021 TO DECEMBER 1, 2022.

\$ 516.00 PER MONTH

Bid request is due by 5:00pm on December 1, 2021 and must be returned via email to slondon@hattiesburgms.com.

Vendor Signature:

LeAnn Stevens

2,460 • x
12 • =
29,520.00 +

363 • x
12 • =
4,356.00 +

516 • x
12 • =
6,192.00 +

40,068.00 *

CITY OF HATTIESBURG
UNADVERTISED BID RESULTS

OQ# 225889

ITEM JANITORIAL CLEANING SERVICE FOR FOUR DEPARTMENTS

BID #1

WINNING BID

COMPANY AB SUPPORT SERVICES

BID

AMOUNT \$19,200.00

BID #2

COMPANY JANI-KING OF MISSISSIPPI

BID

AMOUNT \$22,200.00

BID #3

COMPANY OMNI CLEANING SERVICES

BID

AMOUNT \$29,800.00

BID #4

COMPANY _____

BID

AMOUNT _____

THANK YOU FOR SENDING A QUOTE FOR THIS PROJECT.


Sylvester London, DIVISION MANAGER



City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

Purchase Order

Fiscal Year 2022

Page 1 of 1

Bill To 1001
City of Hattiesburg
P.O. BOX 1898
Hattiesburg, MS 39401

Ship To 1004
220 West Front St
2nd Floor Jackie Dole Building
Hattiesburg, MS 39401

Purchase Order Number **00225889**

Purchase Order Date **12/08/2021**

Department **PURCHASING**

FID 64-6000432

Vendor 2037
AB SUPPORT SERVICES
5891 HWY 49
STE 60, BOX 122
HATTIESBURG, MS 39402

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
	MALCOLMCLARK@ABSUPPORTSERVICES.COM	2037	226019	Sylvester London	

NOTES

JANITORIAL CLEANING SERVICE

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	WATER BILLING 105 SOUTH PARK AV GL #: 009660 - 687000	1.0000	EACH	\$5,600.0000	\$5,600.00
2	ENGINEERING 212 WEST FRONT STREET GL #: 001203 - 687000	1.0000	EACH	\$5,200.0000	\$5,200.00
3	MASS TRANSIT 1001 S TIPTON STREET GL #: 073570 - 687000	1.0000	EACH	\$4,000.0000	\$4,000.00
4	TRAFFIC/CONSTRUCTION 125 WALNUT ST GL #: 001191 - 687000	1.0000	EACH	\$4,400.0000	\$4,400.00

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE. THE PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

Total Ext. Price \$19,200.00

Purchase Order Total \$19,200.00


City Clerk

AB Support Services
5891 US Hwy 49
STE 60 Box 122
Hattiesburg, Ms 39402

PRINTED NAME: AB Support Services

SIGNATURE: Malcolm Clark

DATE AND DELIVERY DATE: 12/7/2021

PROJECT LINE: JANITORIALSERVICES Water, ENG, MT, TC

ADDRESS	QUANTITY	COST PER YR	PRICE EXPIRATION
Water Billing Office 105 South Park Ave	3 x per week X 52	\$5,600.00	12/31/2021
Engineering Building 212 West Front Street	3 x per week X 52	\$5,200.00	12/31/2021
Mass Transit 1001 S Tipton Street	3 x per week X 52	\$4,000.00	12/31/2021
Traffic/Construction 125 Walnut Street	3 x per week x 52	\$4,400.00	12/31/2021
TOTAL BID PRICE		\$19,200.00	

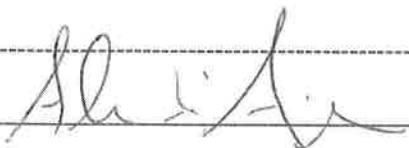


CITY OF HATTIESBURG

JANITORIAL SPECIFICATIONS FOR:

BUILDING	ADDRESS	DAYS X 52
Water Billing Wanda Turner	105 South Park Ave (601) 545-4631	3 x per week X 52 \$ <u>\$7,320.00</u>
Engineering Kathleen Hartfield	212 West Front St (601) 545-4640	3 x per week X 52 \$ <u>\$5,880.00</u>
Mass Transit Calvin Russell	1001 S Tipton St (601) 545-3356	3 x per week X 52 \$ <u>\$3,780.00</u>
Traffic/Construction Cheryl Fluker	125 Walnut Street (601) 545-4621	3 x per week X 52 \$ <u>\$5,220.00</u>

Total----- \$ \$22,200.00

Signature  Date 12/3/2021

Contractor shall visit each site before bidding and confirm conditions, measurements, and needs to clean and maintain each building.

Contractor shall provide proof of liability insurance in the amount of minimum \$500,000 and workers compensation insurance. Contractor will comply with current OSHA regulations pertaining to all work performed at City buildings. Contractor shall provide background check on all employees participating in City Hall contract.

Personnel working for contractors will be deemed employees of contractor and will not for any purpose be considered City employees.

Contractor shall furnish all material, cleaning supplies, labor and equipment to clean and maintain each building. The City will furnish toilet tissue, paper towels, trash liners, and hand soap. The City will provide a secure space to store supplies and equipment.

Contractor shall provide quality control and adequate supervision to insure each building is properly and consistently cleaned and restocked in all areas.

Contractor shall observe the same holidays observed by the City.

Contractor shall provide to the City a monthly invoice for agreed upon price for each building, and an itemized invoice for any additional services provided.

The term of this agreement shall be for ONE year.

This agreement may be terminated or canceled at any time with a minimum of 30 days written notice from either the City or contractor.

Jani-King of SE Mississippi
22 Millbranch Road
Suite 710
Hattiesburg, MS 39402
(601) 579-4984



December 3, 2021

Regional Support Centers

Alexandria • Baton Rouge
Biloxi • Daphne
Flowood • Hattiesburg
Houma • Lafayette
Metairie • Montgomery
Ponchatoula • Shreveport

Franchise Locations

Abbeville • Alexandria • Ama
Amite • Arnaudville • Avondale
Baton Rouge • Bay Minette
Bay St. Louis • Belle Chasse
Bessemer • Biloxi • Bossier City
Boutte • Brandon • Braxton
Breaux Bridge • Brookhaven • Bush
Byram • Cankton • Cantonment
Carencro • Carriere • Church Point
Clinton • Conehatta • Covington
Crystal Springs • Daphne
Deatsville • Denham Springs
Destrehan • Eight Mile • Elba
Elmore • Enterprise • Ethel
Fairhope • Florence • Foley
Fort Walton • Franklinton • Gautier
Geismar • Gonzales • Gray
Greensburg • Greenville
Greenwell Springs • Hattiesburg
Houma • Irvington • Jackson
Kenner • Kilgore • Killeen
LaCombe • Lafayette • Lake Charles
Laplace • Lexington • Longview
Louisville • Loxley • Lucedale
Luling • Lutch • Madison
Madisonville • Magee • Mandeville
Marksville • Marrero • Mathews
Maurepas • McComb • McHenry
Meridian • Metairie • Milton • Minden
Mobile • Monroe • Montgomery
Morgan City • Morton • Moss Point
Mount Olive • Natalbany
New Iberia • New Orleans
Ocean Springs • Panama City
Pass Christian • Patterson • Pearl
Pensacola • Perkinston • Petal
Pine Apple • Ponchatoula
Poplarville • Prairieville • Prattville
Prentiss • Purvis • Raleigh • Reserve
Ridgeland • River Ridge • Saucier
Semmes • Sheffield • Shreveport
Slidell • Spanish Fort • St. Rose
St. Bernard • St. Martinville • Sumral
Sunset • Tallahassee • Tallulah
Terry • Terrytown • Theodore
Thibodaux • Tickfaw • Vacherie
Vandave • Vicksburg
Wake Village • Walker • Ward
Washington • Woodworth
Youngstown • Youngsville • Zachary

Mr. Sylvester London
Purchasing Manager
CITY OF HATTIESBURG

Dear Mr. London:

Thank you very much for the time and interest you have afforded me concerning the janitorial needs for your facility. Jani-King appreciates this opportunity and enclosed is our completed proposal for a professionally operated cleaning program along with the cleaning schedule.

Below is a recap of the cleaning challenges you are currently facing at your facility that we discussed during our last meeting:

- 1) Professional Service
- 2) Accountability
- 3) Safety and Security

Most companies change cleaning services about every 18 months which shows a high degree of dissatisfaction; not to mention the wasted time securing proposals from cleaning companies that over-promise and under-deliver. Our proposal will show you how partnering with Jani-King will solve your cleaning problems and bring an end to this frustrating cycle once and for all.

Each Jani-King representative is fully covered by an insurance program that protects you in several ways. The Commercial Cleaning Employee Dishonesty Policy, General Liability, and Workers' Compensation coverage provides protection to our customers for claims due to loss of property or personal injuries that are the result of actions by Jani-King personnel.

Please do not hesitate to call for any additional information you may deem necessary in assessing our proposal. I may be reached at (601) 579-4984.

Trusting we may be of service,

Abe D'Aquin
Sales Director
Jani-King of SE Mississippi



GENERAL PROCEDURES

I. SUPERVISION

- A. Jani-King authorized franchisee will stay in close contact with the customer's management concerning all work performed
- B. All franchisee personnel will be trained and supervised to perform to the best of their ability in order to accomplish the cleaning you deserve.
- C. All franchisee personnel will be checked regularly as to performance and ability to maintain Jani-King standards.

II. WAGE SCALE

- A. All franchisees are required to pay their employees no less than the minimum scale as required by federal law.
- B. Work hours, workweek, job methods, procedures, pay periods, and pay scale will be thoroughly explained by our franchisees to their employees.

III. SECURITY PROCEDURES AND INSURANCE

- A. A personnel file is set up and maintained on all employees of authorized franchisees.
- B. Franchisees and their employees will work closely with customer's management regarding to the use of acceptable personnel.
- C. Franchisees will check to make sure that the building is properly secured before leaving the building.
- D. Jani-King will provide all necessary insurance and bonds on all of franchisee's employees.



JANI-KING FRANCHISE CONCEPT

Jani-King is an international company currently operating in 100 cities across the United States, Canada, Great Britain, Singapore, Turkey, Brazil, Mexico and Australia. Since 1969, our unique program has provided quality janitorial services for thousands of customers nationwide.

At Jani-King, we know that the quality of service your facility receives is, for the most part, determined by the motivation of the custodian on the job site. This is why we operate through a network of qualified Jani-King franchisees.

Our franchisees perform on the job because they have the motivation and incentive to clean your building professionally. A financial investment into a business of their own and personal commitment to the success of that business ensures that Jani-King franchisees have a genuine concern for a job-well-done. What more concern could you possibly have on the job when the owner of the service company is either doing the work himself or closely supervising his employees?

A key to any successful company is its personnel, and that is why Jani-King puts a qualified and motivated Jani-King franchisee in your facility. The pride this individual takes in caring for his customers will be evident to you in the cleanliness of your working environment.

Backing our franchisees in their efforts, the Jani-King Regional Office Support Personnel will ensure our high cleaning standards. We make sure that our franchisees have the training, personnel, equipment, insurance and most importantly, the customer service support necessary to provide your company with on-going quality janitorial services.

At Jani-King, consistent service is accomplished through a communication program consisting of Past Performance Evaluations, Memo Pads, and Inspection Reports. In addition, our customer service representatives will be in contact with you and will always be abreast of the cleaning needs of your facility.

The Jani-King motto is "The Performance People." Our extensive list of client references will attest that Jani-King franchisees live up to our motto.

JANI-KING® MAINTENANCE AGREEMENT

This Maintenance Agreement ("Agreement") is made as of the Effective Date below by and between **ENMON ENTERPRISES, LLC d/b/a Jani-King of SE Mississippi ("JANI-KING")** and **CITY OF HATTIESBURG ("CLIENT")**.

WHEREAS:

- **JANI-KING** is the franchisor of commercial cleaning and maintenance businesses; and businesses that provide operational services to our commercial customers.
- **JANI-KING** is in the business of providing commercial cleaning and maintenance services and operational services through its authorized franchisees.
- **CLIENT** desires of the services of **JANI-KING** for the purpose of keeping its premises properly cleaned as outlined in the Cleaning Schedule; and,
- **JANI-KING** through its authorized franchisee agrees to provide such services to **CLIENT**;

THEREFORE, in consideration of the mutual covenants and obligations set out in this Agreement, the parties hereby agree as follows:

1. PERFORMANCE OF SERVICES

1.1. Performance of the services scheduled shall begin the ____ day of _____, _____.

1.2. The term of this Agreement shall be for three (3) years from the date services are scheduled to begin.

1.3. The services shall be performed at the following locations:

CITY OF HATTIESBURG ENGINEERING
212 W. Front St.
Hattiesburg, MS 39403
Serviceable Square Footage: 3,998

CITY OF HATTIESBURG MASS TRANSIT
1001 S. Tipton St.
Hattiesburg, MS 39403
Serviceable Square Footage: 2,007

CITY OF HATTIESBURG WATER BILLING
105 S. Park Ave.
Hattiesburg, MS 39403
Serviceable Square Footage: 3,200

CITY OF HATTIESBURG TRAFFIC/CONSTRUCTION
125 walnut St..
Hattiesburg, MS 39403
Serviceable Square Footage: 2,880

1.4. The premises making up the working area under this Agreement will be known further as the "Named Areas", which are further defined in the Cleaning Schedule attached hereto and by specific reference made a part of this Agreement.

1.5 **JANI-KING** agrees to have its authorized franchisee service the Named Areas as scheduled THREE (3) times per week.

1.6 **JANI-KING's** authorized franchisee will furnish all equipment, tools, and cleaning supplies, necessary for the performance of its duties. The duties being to maintain the Named Areas in a neat, clean and orderly condition as outlined in the Cleaning Schedule attached hereto and by specific reference made a part of this Agreement. **CLIENT** warrants that the premises to be serviced are free of asbestos, hazardous materials and hazardous waste materials. **CLIENT** hereby agrees to hold **JANI-KING** and its authorized franchise owners and employees harmless and indemnify them from any and all liability resulting from any exposure of **JANI-KING's** personnel, to asbestos, or hazardous or harmful materials.

2. PAYMENT OF SERVICES

- 2.1. **CLIENT** agrees to pay to **JANI-KING** each month the minimum monthly charge stated in the Pricing Schedule, attached hereto and made a part hereof, on or before the last day of each month in which services are rendered. Additionally, **CLIENT** also agrees to pay any sales or use tax levied by a taxing authority on the value of the services provided or supplies purchased. **CLIENT** agrees that all payments due and owing **JANI-KING**, for any reason, shall be properly credited only when delivered to the following address:

**JANI-KING Gulf Coast Region
300 NE I-55 Service Road
Ponchatoula, LA 70454-3309**

- 2.2. Credits for holidays were pre-determined and given as part of the monthly charge herein, and no other adjustments will be made for those holidays. Any other credits issued to **CLIENT** by Jani-King shall be calculated using a per clean/missed clean cost for basic services, not including floor care or other services.
- 2.3. From time to time, as the parties may agree, the amount to be paid by **CLIENT** may be increased or decreased to reflect an increase or decrease in the area of space serviced and the kind, amount or frequency of service to be rendered. Such modifications shall be binding only if in writing, signed by both parties. In the event mutual agreement relating to frequency of service, type of service, space serviced or amount to be paid cannot be reached, the frequency of service, type of service, space serviced or amount to be paid shall remain unchanged.
- 2.4. It is expressly agreed that the total minimum sum stated in the Pricing Schedule may be increased annually by **JANI-KING** by a percentage amount not to exceed the annual increase of the Consumer Price Index as most recently published by the US Bureau of Labor Statistics.
- 2.5. In the event payment for services is not received within thirty (30) days from the date such payment is due, **JANI-KING** may suspend services to **CLIENT** until such payment is received. Suspension of services by **JANI-KING** under this Section shall not deprive **JANI-KING** of any of its remedies or actions against **CLIENT** for past or future payments due under this Agreement, nor shall the bringing of any action for payment of services or other rights contained herein be construed as a waiver of any **JANI-KING** rights.

ACCOUNTS PAYABLE INFORMATION (TO BE COMPLETED BY CLIENT)

A/P CONTACT _____ BILLING ADDRESS _____
PHONE _____ CITY, STATE, ZIP _____
FAX _____ E-MAIL _____

PAYMENT METHOD

☐ CHECK BY MAIL ☐ AUTO DRAFT ☐ ELECTRONIC FUNDS TRANSFER

CLIENT AGREEANCE TO SECTION 2. PAYMENT OF SERVICES (ABOVE)

Authorized Signature

Print Name

Title

3. INDEPENDENT BUSINESS RELATIONSHIP

- 3.1. It is expressly agreed that the authorized **JANI-KING** franchisee who has been designated by **JANI-KING** for this Agreement, will select and designate all personnel to perform **JANI-KING's** and the franchisee's obligations under this Agreement.
- 3.2. Authorized **JANI-KING** franchisees and any of its personnel are not employees of **CLIENT** but are independent contractors; and in this regard, such **JANI-KING** authorized franchisees and their employees will not be within the protection or coverage of **CLIENT's** workers' compensation insurance and no withholding of social security, federal or state income tax or other deductions shall be made from the sums agreed to be paid to **JANI-KING** herein, the same being contract payments and not wages.
- 3.3. **CLIENT** agrees that during the term of this Agreement, and within one hundred and eighty (180) days after termination, that **CLIENT** will not employ any employees, agents, representatives or franchisees of **JANI-KING** or any employees of **JANI-KING** franchisees without the express written consent of **JANI-KING**. **JANI-KING** agrees that during the term of this Agreement and within one hundred and eighty (180) days after termination, it will not employ any employees, agents or representatives of **CLIENT** without the express written consent of **CLIENT**. **CLIENT** further understands and acknowledges that **JANI-KING** is a franchisor of commercial cleaning and maintenance services and that a non-competition agreement exists between **JANI-KING** and its designated franchisee.

4. TERM, RENEWAL AND TERMINATION

- 4.1. The term of this Agreement shall be for three (3) years from the date services are scheduled to begin, as stated in Section 1.1, and shall be automatically extended and renewed for the same terms and conditions, unless: (a) **CLIENT** shall give written notice, as described herein, of termination at least thirty (30) days prior to expiration of the term; or (b) **JANI-KING** shall give thirty (30) days written notice to terminate at any time during this Agreement. If timely notice is given by **CLIENT** for termination, this Agreement shall expire at midnight of the last day of the term. Otherwise, this Agreement may only be terminated by **CLIENT** for non-performance as set out below.
- 4.2. Non-performance is defined as the failure, neglect or refusal to perform any act stipulated under this agreement or as outlined in the Cleaning Schedule attached. Before any termination for non-performance is effective, **CLIENT** must give **JANI-KING** written notice, as described herein, specifying in detail the nature of any defect or failure in performance. Upon the date of receipt of notice of non-performance, **JANI-KING**, at its election, shall have thirty (30) days in which to cure the defect in performance to the reasonable satisfaction of **CLIENT**. In the event the defect is not satisfactorily cured at the end of the thirtieth (30th) day from the date of receipt of such notice, **CLIENT** shall provide written notification, as described herein, to **JANI-KING** of the failure to satisfactorily cure the defect. This Agreement shall then terminate thirty (30) days from the date of the second notice. In the event the notice of the failure to satisfactorily cure the defect is not received within fifteen-15 days of the expiration of the thirty-30 day cure period, all deficiencies will be deemed cured.
- 4.3. In the event **CLIENT** terminates this Agreement for any reason other than non-performance, as described above, **CLIENT** agrees to pay, as stipulated damages, an amount equal to twenty-five (25%) percent of the minimum monthly charge stated in the Pricing Schedule, multiplied by the number of months remaining in the term of this Agreement or in any extension or renewal thereof.
- 4.4. All notices between **CLIENT** and **JANI-KING** shall be in writing. Any notice shall be deemed duly given if such notice is deposited, postpaid and certified, return-receipt requested with the United States Postal Service to the address as stated in Section 2.1 herein for **JANI-KING** or to the address stated on the signature page of this Agreement for **CLIENT**. All other notices, including notices personally delivered to individuals performing services under this Agreement, shall be ineffective. Either party may change the address of notice by providing the other party written notice of such change. Time is of the essence for all notices required under the terms of this Agreement.

5. GENERAL PROVISIONS

- 5.1. In the event it becomes necessary for **JANI-KING** to institute suit against **CLIENT** to secure or protect its rights or to collect any sums due under this Agreement, **JANI-KING** shall be entitled to all associated costs of the suit, including reasonable attorney's fees.
- 5.2. The terms of this Agreement shall be binding upon and inure to the benefit of **JANI-KING** and **CLIENT** and their respective heirs, representatives, successors and assigns, except as otherwise herein provided.

- 5.3. Any waiver by either party to this Agreement of a breach of any term or condition of this Agreement shall not constitute a waiver of any subsequent breach of the same or any other term or condition of this Agreement.
- 5.4. Jurisdiction and venue for any suit brought on this Agreement shall be in the county or parish where the **JANI-KING** regional office is located.
- 5.5. Both parties agree that they have fully reviewed and discussed the terms of this Agreement, and all attachments, and acknowledge that the terms reflect the entire Agreement of the parties pertaining to its subject matter and it supersedes all prior or contemporaneous agreements, representations and understandings of the parties.
- 5.6. Any changes or modification to this Agreement must be in writing, signed by both parties and attached hereto.
- 5.7. In the event any section, subsection, provision or clause of this Agreement or any combination thereof is found to be unenforceable at law, in equity or under any presently existing or hereafter enacted legislation, regulation, or order of the United States, any state or subdivision thereof or any municipality, those findings shall not, in any way, affect any other part of this Agreement which shall continue in full force and effect, and the unenforceable provision shall be interpreted in a manner that imposes the maximum restriction or obligation permitted by law.
- 5.8. If the service includes disinfection for any reason, including prevention or elimination of communicable disease or other specific pathogens, **JANI-KING** will apply products in accordance with manufacturer's specifications, but **JANI-KING DOES NOT WARRANT OR REPRESENT THAT THE SERVICE WILL PREVENT ANY PERSON FROM BECOMING SICK OR CONTRACTING ANY INFECTION OR DISEASE NOR HAS JANI-KING INDEPENDENTLY VERIFIED THE EFFECTIVENESS OF SUCH SPECIFICATIONS.** **CLIENT** specifically waives and releases any liability for damages to electronics, furniture, or other items based on damage allegedly caused by **JANI-KING** in performing the requested services, as such damages are an inherent risk to such scope of work, specifications and necessary cleaning procedures. Client consents to the use of EPA approved chemicals selected by **JANI-KING** for cleaning COVID-19.
- 5.9. The undersigned individual owner, officer, agent, member or employee of **CLIENT** hereby guarantees the payment to **JANI-KING** of the minimum monthly charges in the attached Pricing Schedule and the payment of all other amounts that become payable under the terms of this Agreement. Said individual acknowledges that without this guaranty of payment, **JANI-KING** would not enter into this Agreement.
- 5.10. A copy of this Maintenance Agreement shall be treated as an original and may be used in lieu of the original document for all purposes.
- 5.11. This Maintenance Agreement supersedes any other contract or negotiations, commitments, agreements (written or oral) and writings between Jani-King and Client with respect to the subject matter hereof. All such other negotiations, commitments, agreements and writings will have no further force or effect, and the parties to any such other negotiation, commitment, agreement or writing will have no further rights or obligations thereunder. Jani-King and the Client agree that they are governed by the terms and conditions of this Maintenance Agreement.

IN WITNESS WHEREOF, the Parties hereto have set their hands this ____ day of _____, _____.

CITY OF HATTIESBURG

ENMON ENTERPRISES, LLC
d/b/a Jani-King of SE Mississippi
22 Millbranch Road Suite 710
Hattiesburg, MS 39402

 Authorized Signature

JANI-KING Representative Signature
 Abe D'Aquin, Sales Director

 Print Name

 Print Title

 Individually

CLEANING SCHEDULE

NAMED AREAS:

A.	ENTRIES, OFFICES, BREAK AREAS, HALLWAYS
B.	RESTROOMS

I. DAILY CLEANING

A. ENTRIES, OFFICES, BREAK AREAS, HALLWAYS

1. All trash receptacles to be emptied and trash removed to a collection point. Replace liner and damp wipe receptacle if soil is present. (Liners to be furnished by **CLIENT**.)
2. Vacuum all carpeting, including carpet mats, in traffic lanes. (**JANI-KING** is not responsible for removal of staples in carpets.)
3. Clean and polish drinking fountain/water dispenser.
4. Thoroughly dust all horizontal surfaces: including desktops, telephones, files, windowsills, chairs, tables, pictures and all manner of furnishing in above named areas. Damp wipe as needed, if soil is present.
5. Kitchen/Break room Areas: Damp wipe tables, chairs, counter, exterior of appliances, and sink. Check walls and cabinets for splash/spill marks and remove as necessary.
6. Dust mop hard surface floors with a non-treated dust mop.
7. Damp mop hard surface floors to remove any spillage or soiled areas.
8. Damp wipe entrance metal and finger marks on entrance glass.
9. Spot clean partition glass.
10. Use commercial grade cleaning products and color coded microfiber cloths for proper sanitation.

B. RESTROOMS

1. Stock towels, tissue, and hand soap. (To be supplied by **CLIENT**.)
2. Empty sanitary napkin receptacles and damp wipe with disinfectant.
3. Empty trash receptacles and wipe if needed.
4. Clean and polish mirrors.
5. Wipe towel cabinet covers, dispensers, and changing tables (if applicable).
6. Toilets and urinals to be cleaned and disinfected inside and out. Polish bright work.
7. Toilet seats to be cleaned on both sides and disinfected.
8. Scour and disinfect all basins. Polish bright work.
9. Dust partitions, tops of mirrors and frames.
10. Remove splash marks from walls around basins.
11. Wet mop and rinse restroom floors with disinfectant.
12. Use a high co-efficient disinfectant on all restroom surfaces and color coded microfiber cloths for proper sanitation.

II. WEEKLY CLEANING

A. ENTRIES, OFFICES, BREAK AREAS, HALLWAYS

1. Dust all vertical surfaces of desk, file cabinets, chairs, tables, other furniture and furnishings. Damp wipe as needed, if soil is present.
2. Dust baseboards and ledges. Damp wipe as needed, if soil is present.
3. Vacuum all carpeting and carpet mats, taking care to get into corners, along edges, under mats, and beneath furniture.
4. Damp mop hard surface floors, taking care to get into corners, along edges, under mats, and beneath furniture.
5. Use commercial grade cleaning products and color coded microfiber cloths for proper sanitation.

III. MONTHLY CLEANING

A. ENTRIES, OFFICES, BREAK AREAS, HALLWAYS

1. Accomplish all high dusting up to 12 feet, not reached in the above-mentioned cleaning. (Task must be accomplished without use of a ladder.)
2. Remove fingerprints and marks from around light switches and doorframes using color coded microfiber cloth and disinfectant.
3. Damp wipe telephones using a disinfectant.

PRICING SCHEDULE*

CITY OF HATTIESBURG

The Named Areas will be serviced according to the Cleaning Schedule
for a minimum monthly charge of:

(Tax Not Included – Florida & Texas Only)

INITIAL ALL THAT
APPLY

**CITY OF HATTIESBURG
ENGINEERING**

THREE (3) TIMES PER WEEK
SIX HUNDRED TEN DOLLARS
\$610.00
PER MONTH

**CITY OF HATTIESBURG
WATER BILLING**

THREE (3) TIMES PER WEEK
FOUR HUNDRED NINETY DOLLARS
\$490.00
PER MONTH

**CITY OF HATTIESBURG
MASS TRANSIT**

THREE (3) TIMES PER WEEK
THREE HUNDRED FIFTEEN
DOLLARS
\$315.00
PER MONTH

**CITY OF HATTIESBURG
TRAFFIC/CONSTRUCTION**

THREE (3) TIMES PER WEEK
FOUR HUNDRED THIRTY FIVE
DOLLARS
\$435.00
PER MONTH

TOTAL: ONE THOUSAND EIGHT HUNDRED FIFTY DOLLARS
\$1,850.00
PER MONTH



SUPPLEMENTAL SERVICES

Being a fully committed facility partner means being there when you need us most. In addition to the services outlined in your Cleaning Schedule, **JANI-KING** also provides a host of **Supplemental Services** when requested. Below are examples of additional Requested Cleans available to CITY OF HATTIESBURG ENGINEERING that can be performed for an additional fee should the need arise.

HARD SURFACE FLOOR & CARPET CARE SERVICES

Carpet Extraction	Strip & Wax
Carpet Bonnet	Ceramic Tile Scrub
Burnishing	Grout Restoration
Top-Scrub & Re-Coat	Stone Care Program

GENERAL CLEANING & PROJECT SERVICES

Day Porter Services	Facility Maintenance
Window Cleaning	General Grounds Services
Pressure Washing	Water Restoration
Construction Clean-Up	Minor Repair & Maintenance

SPECIALTY SERVICES

Disaster Response	Green Programs
Emergency Management	Recycling Implementation
Temporary Staffing	Pest Control
Mold Remediation	Asset Management



OTHER SERVICES

- A. Defective or inoperative building equipment shall be brought to the attention of **CLIENT** such as:
- leakage or plumbing problem.
 - defective lights or lighting.
 - door and/or gates not properly secured.
 - other unusual circumstances which might affect the security, maintenance, or effectiveness of the facility.
- B. A Teflon-type carpet protector will be applied, upon request, for an additional fee.
- C. An anti-static material will be applied to all carpeting, upon request, for an additional fee.
- D. Care will be exercised so that baseboards, wall and furniture will not be splashed, marred, disfigured, or damaged during these or any other scheduled operations.
- E. Janitor closets, equipment, and materials shall be kept in a neat, clean, and orderly condition at all times.
- F. Any emergency cleaning accomplished for a nominal fee.



REFERENCES

SOUTHEAST MISSISSIPPI

VENTURE CHURCH
4142 Lincoln Road
Hattiesburg, MS 39402
(601) 544-0100
Jeff May
Began Servicing: 2010

ARTHRITIS ASSOCIATES
7100 Hwy 98
Hattiesburg, MS 39402
(601) 582-7655
Paulette Stuart
Began Servicing: 2017

KEESLER FEDERAL CREDIT UNION
1119 Evelyn Grandy Parkway
Petal, MS 39465
(601) 388-5500 Ext 6316
Mark Watkins
Began Servicing: 2018

LAUREL SURGERY & ENDOSCOPY
1710 West 12th Street
Laurel, MS 39440
(601) 369-2021
Meredith Baker
Began Servicing: 2015

MERIDIAN VA CBOC
2103 13th Street
Meridian, MS 39301
(601) 482-3275
Robbi Broadhead
Began Servicing: 2010

LAUREL-JONES COUNTY LIBRARY
530 Commerce Street
Laurel, MS 39440
(601) 428-4313 Ext. 103
Carolyn Russell
Began Servicing 2012

PEARL RIVER VALLEY ELECTRIC
1422 Hwy 13 North
Columbia, MS 39429
(601) 731-7701
Dana Monk
Began Servicing: 2015



ABOUT OUR INSURANCE

We enclose a copy of our certificate of insurance that reflects the types and limits of coverage we carry to protect our customers and ourselves from potential loss. There are several specialized coverages that are included for our mutual protection that deserve special mention:

1. **Care, Custody & Control Coverage** - This important form of protection is excluded from most standard general liability policies. It provides protection against damage to property that our employees may be directly working on and for which we may be held legally liable.
2. **Extended Property Damage** - This coverage redefines property damage to include theft and mysterious disappearance for which we are legally liable, i.e., we throw out important papers or neglect to lock the premises after we have completed our night's work, etc.
3. **Lost Key Coverage** - If we have the legal responsibility for a master key for a building and it is lost or misplaced, this provides coverage to have the building totally re-keyed, if necessary.
4. **Third Party Fidelity Bonding** - This provides protection in the event that one of our employees steals from you. There must be conclusive proof; but, once that is established, the bond will respond to our legal responsibility.

We were able to obtain these unique coverages by purchasing our insurance under a plan specifically designed for the members of the building service contracting industry. This program has been underwritten by Liberty Mutual Insurance and Travelers Insurance and is tailored to meet the industry's needs.

Omni Cleaning Services

Omni Cleaning Services

Tracey Morgan

(601) 447-0404

Morgantracey43@gmail.com

CITY OF HATTIESBURG

JANITORIAL SPECIFICATIONS FOR:

BUILDING	ADDRESS	DAYS X 52
Water Billing Wanda Turner	105 South Park Ave (601) 545-4631	3 x per week X 52 \$ <u>9,600</u>
Engineering Kathleen Hartfield	212 West Front St (601) 545-4640	3 x per week X 52 \$ <u>12,000</u>
Mass Transit Calvin Russell	1001 S Tipton St (601) 545-3356	3 x per week X 52 \$ <u>9,600</u>
Traffic/Construction Cheryl Fluker	125 Walnut Street (601) 545-4621	3 x per week X 52 \$ <u>9,600</u>

Total-----\$29,800-----

Signature Tracey Morgan Date 12/5/2021

Contractor shall visit each site before bidding and confirm conditions, measurements, and needs to clean and maintain each building.

Contractor shall provide proof of liability insurance in the amount of minimum \$500,000 and workers compensation insurance. Contractor will comply with current OSHA regulations pertaining to all work performed at City buildings. Contractor shall provide background check on all employees participating in City Hall contract.

Personnel working for contractors will be deemed employees of contractor and will not for any purpose be considered City employees.

Contractor shall furnish all material, cleaning supplies, labor and equipment to clean and maintain each building. The city will furnish toilet tissue, paper towels, trash liners, and hand soap. The City will provide a secure space to store supplies and equipment.

Contractor shall provide quality control and adequate supervision to insure each building is properly and consistently cleaned and restocked in all areas.

Contractor shall observe the same holidays observed by the City.

Contractor shall provide to the City a monthly invoice for agreed upon price for each building, and an itemized invoice for any additional services provided.

The term of this agreement shall be for ONE year.

This agreement may be terminated or canceled at any time with a minimum of 30 days written notice from either the city or contractor.

CITY OF HATTIESBURG
UNADVERTISED BID RESULTS

OQ# 225981

ITEM: EXERCISE EQUIPMENT FOR NEW BUILDING-HPD

BID #1

WINNING BID

COMPANY FITNESS EXPO INC COMMERCIAL PRODUCTS DIVISION

BID

AMOUNT \$21,131.00

BID #2

COMPANY DIRECT FITNESS SOLUTIONS

BID

AMOUNT \$23,034.86

BID #3

COMPANY _____

BID

AMOUNT _____

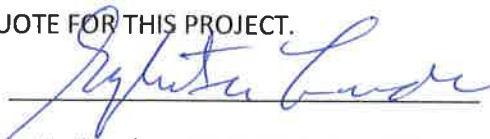
BID #4

COMPANY _____

BID

AMOUNT _____

THANK YOU FOR SENDING A QUOTE FOR THIS PROJECT.


Sylvester London, DIVISION MANAGER



City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

Bill To
City of Hattiesburg
P.O. BOX 1898
Hattiesburg, MS 39401

1001

Ship To
300 Klondyke St
Hattiesburg, MS 39401

1006

Purchase Order

Fiscal Year 2022

Page 1 of 1

Purchase Order Number **00225981**

Purchase Order Date **12/15/2021**

Department **HATTIESBURG POLICE DEPARTMENT**

FID 64-6000432

Vendor
FITNESS EXPO, INC.
COMMERCIAL PRODUCTS DIVISION
5725 OLD CANTON ROAD
JACKSON, MS 39211

48068

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
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	CHADMILTON@FITNESSEXPOSTORES.COM	48068	226122	Destiny Jackson	
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NOTES

EXERCISE EQUIPMENT FOR NEW BUILDING-HPD

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	(1)HOIST CF-3160, (1) HOIST CMJ-6000-S MULTI STATION,(1) HOIST CF-3364-A POWER RACK, (1) US/VTX RUBBER HEX DUMBBELL 5-70 LBS, (1) SPIRIT CT800 TREADMILL, (1) HOIST HF-5461 DUMBBELL 60", (1) US/VTX 300LB RUBBER OLYMPIC SET GL #: 019100 - 739900	1.0000	EACH	\$15,000.0000	\$15,000.00
2	SHIPPING GL #: 001100 - 612000	1.0000	EACH	\$797.0000	\$797.00
3	EQUIPMENT & INSTALL GL #: 001100 - 546000	1.0000	EACH	\$4,334.0000	\$4,334.00

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE. THE PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

Total Ext. Price **\$20,131.00**

Purchase Order Total **\$20,131.00**

City Clerk

FITNESS EXPO

NOVEMBER 3, 2021

QUOTE

HATTIESBURG POLICE DEPARTMENT
300 KLONDYKE ST.
HATTIESBURG, MS 39401
ATTN: CHIEF HARDY SIMS

601-297-9225
HSIMS@HATTIESBURGMS.COM

QTY	DESCRIPTION	UNIT	DISC PRICE	TOTAL
1	HOIST CF-3160 F/I ADJUSTABLE BENCH	952.00	809.00	809.00
1	HOIST CMJ-6600-S MULTI STATION	10,971.00	8690.00	8690.00
1	HOIST CF-3364-A POWER RACK	2330.00	1950.00	1950.00
1PR	US/VTX RUBBER HEX DUMBBELL 5-70 LBS.	2.25	1.80	1890.00
1	SPIRIT CT800 COMMERCIAL TREADMILL	4999.00	3890.00	3890.00
1	HOIST HF-5461 DUMBBELL 60"	740.00	620.00	620.00
1	US/VTX 300LB RUBBER OLYMPIC SET	822.00	605.00	605.00

DELIVERY WITHIN 30 DAYS OF RECEIVING PURCHASE ORDER

QUOTE GOOD FOR 30 DAYS

QUESTIONS PLEASE CONTACT:	SUBTOTAL	\$18,454.00
CHAD MILTON	SHIPPING	\$880.00
FITNESS EXPO	INSTALL	\$797.00
JACKSON, MS	TAX	\$EXEMPT
601-594-5681	TOTAL	\$20,131.00

CHADMILTON@FITNESSEXPOSTORES.COM

FOR FITNESS EXPO

Chad Milton

[Signature]

DATE 11/11/2021



DIRECT FITNESS SOLUTIONS

600 Tower Road . Mundelein . IL 60060
Tel: 847-680-9300 . Fax: 847-680-8906 . Service: 800-838-2819

SALES PROPOSAL

Quote: 00037723
Date: 11/10/2021
Expires: 12/10/2021

Customer Information

Sold To:

HATTIESBURG POLICE DEPARTMENT
300 KLONDYKE ST.
HATTIESBURG, Mississippi 39401

Ship To:

HATTIESBURG POLICE DEPARTMENT
300 KLONDYKE ST.
HATTIESBURG, Mississippi 39401

Direct Fitness Sales Team:

Jeff Wilson- Regional Sales Manager
Ph: (270) 401-7616
Fax: (847) 278-4588
jwilson@directfitnesssolutions.com

Billing Point of Contact:

Destiny McGinty
Ph: (601) 545-4506
slondon@hattiesburgms.com

Delivery Point of Contact:

Destiny McGinty
Ph: (601) 545-4506
slondon@hattiesburgms.com

Andrew Miller- Inside Sales
Ph: (847) 680-9300
Fax: (847) 278-4588
salesorders@directfitnesssolutions.com

ACCESS

Quantity	Product Code	Product Description	Line Item Description	List Price	Sales Price	Total Price
1.00	TR SD-045R	TROY 8-Sided 45 lb Rubber Encased Dumbbell w/Chrome Steel Contoured Handle		\$ 100.80	\$ 100.80	\$ 100.80
1.00	TR SD-020R	TROY 8-Sided 20 lb Rubber Encased Dumbbell w/Chrome Steel Contoured Handle		\$ 44.80	\$ 44.80	\$ 44.80
1.00	TR SD-010R	TROY 8-Sided 10 lb Rubber Encased Dumbbell w/ Chrome Steel Contoured Handle		\$ 22.40	\$ 22.40	\$ 22.40
1.00	TR SD-005R	TROY 8-Sided 5 lb Rubber Encased Dumbbell w/ Chrome Steel Contoured Handle		\$ 11.20	\$ 11.20	\$ 11.20
1.00	TR SD-050R	TROY 8-Sided 50 lb Rubber Encased Dumbbell w/Chrome Steel Contoured Handle		\$ 112.00	\$ 112.00	\$ 112.00
1.00	TR SD-040R	TROY 8-Sided 40 lb Rubber Encased Dumbbell w/Chrome Steel Contoured Handle		\$ 89.60	\$ 89.60	\$ 89.60
1.00	TR SD-025R	TROY 8-Sided 25 lb Rubber Encased Dumbbell w/Chrome Steel Contoured Handle		\$ 56.00	\$ 56.00	\$ 56.00
1.00	TR SD-015R	TROY 8-Sided 15 lb Rubber Encased Dumbbell w/Chrome Steel Contoured Handle		\$ 33.60	\$ 33.60	\$ 33.60
1.00	TR SD-055R	TROY 8-Sided 55 lb Rubber Encased Dumbbell w/Chrome Steel Contoured Handle		\$ 123.20	\$ 123.20	\$ 123.20
1.00	TR SD-030R	TROY 8-Sided 30 lb Rubber Encased Dumbbell w/Chrome Steel Contoured Handle		\$ 67.20	\$ 67.20	\$ 67.20
1.00	TR SD-035R	TROY 8-Sided 35 lb Rubber Encased Dumbbell w/Chrome Steel Contoured Handle		\$ 78.40	\$ 78.40	\$ 78.40
1.00	TR SD-060R	TROY 8-Sided 60 lb Rubber Encased Dumbbell w/Chrome Steel Contoured Handle		\$ 134.40	\$ 134.40	\$ 134.40
1.00	TR SD-065R	TROY 8-Sided 65 lb Rubber Encased		\$ 145.60	\$ 145.60	\$ 145.60

SALES PROPOSAL

Quote: 00037723
Date: 11/10/2021
Expires: 12/10/2021

Quantity	Product Code	Product Description	Line Item Description	List Price	Sales Price	Total Price
		Dumbbell w/Chrome Steel Contoured Handle				
1.00	TR SD-070R	TROY 8-Sided 70 lb Rubber Encased Dumbbell w/Chrome Steel Contoured Handle		\$ 156.80	\$ 156.80	\$ 156.80
1.00	TR GOSS-300VR	TROY 300 lbs Olympic Rubber Encased "Wide Flange" 3 hole grip VTX plate set; GOB-86 Bar and spring collars included		\$ 760.88	\$ 760.88	\$ 760.88

CARDIO

Quantity	Product Code	Product Description	Line Item Description	List Price	Sales Price	Total Price
1.00	SPIRIT 800840	SPIRIT CT800 Treadmill 4.0 HP DC motor with standard power plug		\$ 4,999.99	\$ 4,999.99	\$ 4,999.99

STRENGTH

Quantity	Product Code	Product Description	Line Item Description	List Price	Sales Price	Total Price
1.00	HOIST CMJ6600-S	HOIST 6 Station Single Pod w/Stand Alone Hi-Lo Pulley		\$ 10,350.00	\$ 10,350.00	\$ 10,350.00
1.00	HOIST HF5461-60-PL	HOIST 60" Horizontal Dumbbell Rack		\$ 549.99	\$ 549.99	\$ 549.99
1.00	HOIST CF3160	HOIST Flat/Incline Bench		\$ 899.00	\$ 899.00	\$ 899.00
1.00	HOIST CF3364-A	HOIST Power Cage		\$ 2,199.00	\$ 2,199.00	\$ 2,199.00

FREIGHT

Quantity	Product Code	Product Description	Line Item Description	List Price	Sales Price	Total Price
1.00	FREIGHT	Freight		\$ 0.00	\$ 1,200.00	\$ 1,200.00

INSTALL

Quantity	Product Code	Product Description	Line Item Description	List Price	Sales Price	Total Price
1.00	INSTALLATION	Product Installation		\$ 0.00	\$ 900.00	\$ 900.00



600 Tower Road . Mundelein . IL 60060
Tel: 847-680-9300 . Fax: 847-680-8906 . Service: 800-838-2819

SALES PROPOSAL

Quote: 00037723
Date: 11/10/2021
Expires: 12/10/2021

SubTotal	\$ 23,034.86
Estimated Tax	
Grand Total	\$ 23,034.86

Notes



600 Tower Road . Mundelein . IL. 60060
Tel: 847-680-9300 . Fax: 847-680-8906 . Service: 800-838-2819

SALES PROPOSAL

Quote: 00037723
Date: 11/10/2021
Expires: 12/10/2021

Terms & Conditions

PAYMENT TERMS:

PAYMENT IS DUE IN ADVANCE. Any other payment terms are subject to credit approval. Authorized purchase orders required for: Leases, Hospitals, Military, School Systems, Municipalities and Corporate Facilities. Proof of tax-exempt status required if applicable. Estimated sales tax - final tax will be billed at the time of shipment based on the prevailing rates.

ESTIMATED DELIVERY DATE:

Due to fluctuating supply chains, please check with your Regional Sales Manager to confirm a realistic lead time for your order.

DISCLAIMER:

No representation or statements and no warranties, expressed or implied, other than Manufacturers Warranty, arises apart from this quote concerning the above items except as stated in writing on this quote. All quotes are valid for 30 days.

TERMS AND CONDITIONS OF SALE:

Customer is responsible for the following on Entertainment, Cardio & Strength products: TV's with fixed or variable analog audio output jack and speaker off functions (if digital audio output, a converter will need to be purchased). Live cable and dedicated electrical to each TV/Personal Viewing Screen location prior to installation. Installation is not included unless specified. XTV receivers require a CSafe port for power or 110 VAC outlet per piece Confirmation of treadmill electrical requirements (dedicated 20amp branch circuit to each treadmill).

GC or Owner is responsible for the following: • Dumpster for all garbage. • HVAC system up and running prior and during installation with a room temperature of 70 degrees. • Moisture Test done on concrete slab. RH Test; must be at or below 85% RH or Stauf adhesive must be used • Levelness of concrete slab checked for high/low spots, control joints, expansion joints, no paint overspray on concrete slab, etc. • Any major prep work:(grinding, self-leveling, etc.) • All original lighting on during installation of rubber floor. No temporary lighting. • All Doors and electrical outlets that are in the ground need to be removed prior to removal of old flooring and placed back once the new floor is installed; Any doors that swing into room or electrical outlets that are recessed must be properly installed to account for flooring thickness • GC or Owner is responsible for protecting and washing the new installed sports rubber flooring.

One year installation Warranty.

Please note: Unless product is defective or the return is a direct result of a Direct Fitness Solutions error, a 10% restocking fee for all orders and a 20% restocking fee on all custom orders will be charged. All shipping and installation costs are nonrefundable.

Quote Acceptance:

These prices, specifications and conditions are satisfactory and are hereby accepted.

Payment Terms:

Account Name: HATTIESBURG POLICE
DEPARTMENT

Print Name: _____

Signature: _____

Title: _____

Date: _____

Company Name: Direct Fitness Solutions

Print Name: Jeff Willson

Signature: 

Title: Regional Sales Mgr

Date: 11/10/21



600 Tower Road . Mundelein . IL 60060
Tel: 847-680-9300 . Fax: 847-680-8906 . Service: 800-838-2819

SALES PROPOSAL

Quote: 00037723
Date: 11/10/2021
Expires: 12/10/2021

Email or Fax Signed Proposal To:

Andrew Miller
Inside Sales
Phone: (847) 680-9300
Fax: (847) 278-4588
salesorders@directfitnesssolutions.com

***Please include all applicable purchasing documents. If tax exempt please include exemption certificate.*

Delivery Information	
Requested Delivery Date: 12/15/2021	Payment Type:
Hours Available to Accept Delivery: 9-5	Purchase Order #:
Ship Via: Inside Delivery	Site Survey Date:
Ship Via Other:	Floor Plan Included:
Delivery Point of Contact Name: Destiny McGinty	Dimensions of Access Ways:
Delivery Point of Contact Phone: (601) 545-4506	Stairs:
Delivery Point of Contact Email: slondon@hattiesburgms.com	Elevator:
Multiple Delivery Locations:	Color of Upholstery:
Locations:	Color of Frames:
Possible Delays in Delivery Time?	Trade-In's?
Delay Reasons:	Third Party Involved?
	Third Party Purchase Order #:

SPECIFICATION FOR: Exercise equipment listed below with shipping and install

Hoist CF-3160 Adjustable Bench

Hoist CMJ-6600-s multi station

Hoist cf-3364-A Power Rack

Rubber Hex Dumbbell 5-70 LBS.

Spirit CT800 Commercial Treadmill

Hoist HF-5461 Dumbbell 60"

300LB Rubber Olympic Set

CITY OF HATTIESBURG
UNADVERTISED BID RESULTS

OQ# 226008

ITEM JAMES ST BRIDGE PILING REPAIR-ENG

BID #1

WINNING BID

COMPANY GULF BREEZE CONSTRUCTION INC

BID

AMOUNT \$16,600.00

BID #2

COMPANY RYAL'S CONSTRUCTION LLC

BID

AMOUNT \$24,680.00

BID #3

COMPANY FAIRLEY CONSTRUCTION SERVICES INC

BID

AMOUNT \$42,700.00

BID #4

COMPANY _____

BID

AMOUNT _____

THANK YOU FOR SENDING A QUOTE FOR THIS PROJECT.


Sylvester London, DIVISION MANAGER



City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

Bill To
City of Hattiesburg
P.O. BOX 1898
Hattiesburg, MS 39401

1001

Ship To
212 West Front St
Centennial Building
Hattiesburg, MS 39401

1014

Purchase Order

Fiscal Year 2022

Page 1 of 1

Purchase Order Number **00226008**
Purchase Order Date **12/16/2021**
Department **ENGINEERING**

FID 64-6000432

Vendor 48327
GULF BREEZE CONSTRUCTION INC.
21525 BLACKWELL FARM
SAUCIER, MS 39574-7219

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
---------------------	--------------	---------------	--------------------	------------	--------------------

48327

226152

Sharon Waits

NOTES

2-QUOTE JAMES ST BRIDGE PILING REPAIR-ENG

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	2-QUOTE JAMES STREET BRIDGE PILING ENCASEMENT REPAIRS GL #: 072201 - 636000	1.0000	EACH	\$16,600.0000	\$16,600.00

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE. THE PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

Total Ext. Price \$16,600.00

Purchase Order Total **\$16,600.00**

City Clerk



21525 Blackwell Farm Rd.
Saucier, MS 39574
Phone: 228-831-3426
Fax: 228-831-3472

Date: December 8, 2021

RE: Bridge Pile Encasement Repairs -James St. Bridge over Burketts Creek

To: City of Hattiesburg
Purchasing Division
PO Box 1898
Hattiesburg, MS 39403-1898

We appreciate the opportunity to bid the Bridge Pile Encasement Repairs on the James St bridge over Burketts creek.

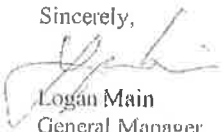
TOTAL BID: \$16,600.00

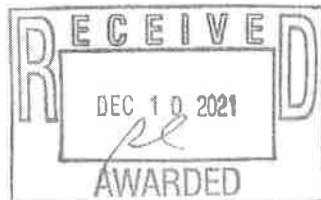
Price expiration: January 8th, 2022

Delivery Date: Job can be started any time after award

This proposal does NOT include any bond or testing services.

Sincerely,


Logan Main
General Manager
228-234-1912



768 90

Ryan's Construction L.L.C.

13576 Lyons Dr. Service W. County

CUSTOMER'S ORDER NO.		DEPARTMENT		DATE	
NAME		City of Hattiesburg		12/8/21	
ADDRESS					
CITY, STATE, ZIP		Hattiesburg, Ms.			
SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDGE. RETD.
					PAY. OUT
QUANTITY	DESCRIPTION	PRICE	AMOUNT		
1					
2	Repair 5 piles of				
3	adding on additional				
4					
5					
6	3 ft per pile removed				
7					
8	in 42" pipe			24,180	
9					
10					
11					
12					
13					
14					
15					
16	Removal of				
17					
18	228-860-0247			24,180	
RECEIVED BY					

A-505
E-500-1000

KEEP THIS SLIP FOR REFERENCE

01-01

Fairley Construction Services, Inc.
828 Hwy 11
Petal, MS 39465
PH: (601)583-3778
FAX: (601)544-0638

December 10, 2021

City of Hattiesburg
Attn: Lamar Rutland
220 W Front St. ~ 2nd Floor
Hattiesburg, MS 39401

RE: BRIDGE PILE ENCASEMENT REPAIRS

Quote for: Repair pile encasements for the James St. Bridge over Burketts Creek per plans and specifications.

- Price \$42,700.00
- Price expiration date February 10, 2022
- Delivery date January 15, 2022
- Total Bid Price \$42,700.00
- Date December 10, 2021

Please let me know if you have any questions

Thank you,



Stephen M. Fairley
President

CITY OF HATTIESBURG
TWO-QUOTE BID INSTRUCTIONS

Please find attached specifications for: Bridge Pile Encasement Repairs

Contractor shall repair pile encasements for the James St. Bridge over Burketts Creek as per the attached plans and specifications.

Please complete and return the attached W-9 Form with your bid.

Bids are due in the Purchasing Department NO LATER THAN 5:00 P.M. ON: 12/10/21

Contact Person(s): Lamar Rutland 601-545-4540 or 601-606-2077

AS REQUIRED BY LAW TO PROVIDE CONTINUITY OF THE BID PROCESS, ALL BIDS MUST HAVE:

PRICE	TOTAL BID PRICE
PRICE EXPIRATION DATE	SIGNATURE OF AUTHORIZED BIDDER
DELIVERY DATE	DATE

Payment terms are set by the State of Mississippi Purchasing Laws: payment will be made within 45 days of receipt of an invoice that has been signed/approved by Department that requested quote.

BIDS MAY BE MAILED TO:

City of Hattiesburg
Purchasing Division
PO Box 1898
Hattiesburg, MS 39403-1898

or EMAILED TO: twoquote@hattiesburgms.com

or EMAILED TO: slondon@hattiesburgms.com

or FAXED TO THE PURCHASING DEPARTMENT AT 601-545-6661

If you do not intend to bid, please inform us by using one of the methods above.

Your assistance with our bid process is most appreciated.

PURCHASING DEPARTMENT
CITY OF HATTIESBURG

PUBLIC UTILITIES

CABLE

2700 LACONIA ROAD
HATTIESBURG, MS 39402
(601) 384-1188

POWER

AGGREGATE POWER, CO.
HATTIESBURG, MS 39401
(601) 384-1188

TELEPHONE

AT&T
HATTIESBURG, MS 39401
(601) 384-1188

WATER

UNITED WATER
HATTIESBURG, MS 39401
(601) 384-1188

SEWER

UNITED SEWER
HATTIESBURG, MS 39401
(601) 384-1188

GAS

UNITED GAS
HATTIESBURG, MS 39401
(601) 384-1188

TRANSPORTATION

UNITED TRANSPORTATION
HATTIESBURG, MS 39401
(601) 384-1188

GALE
HATTIESBURG, MS 39401
(601) 384-1188

TELEPHONE
HATTIESBURG, MS 39401
(601) 384-1188

UNITED WATER
HATTIESBURG, MS 39401
(601) 384-1188

UNITED SEWER
HATTIESBURG, MS 39401
(601) 384-1188

CONSTRUCTION PLANS

FOR

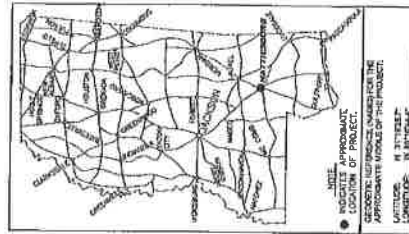
BRIDGE SA18-133 PILE ENCASEMENTS

FOR THE

CITY OF HATTIESBURG

FORREST COUNTY MISSISSIPPI

NOVEMBER 2021



DETAILED INDEX

SHEET NO.	DESCRIPTION
1	COVER SHEET
2	VICINITY MAP
3	PROPOSED LAYOUT AND NOTES
4	TRIGGER PILE REPAIR
5	SA-TR-1
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99	8194
100	8195



MAYOR

Toby Barker

CHIEF ADMINISTRATIVE OFFICER

Ann Jones

COUNCIL PERSONS

Carter Carroll, President
Jeffrey George, Vice President
Deborah Denard Delgado
Nicholas Brown
Dave Ware

DIRECTOR OF ENGINEERING

Lamar Rutland, PE

PREPARED BY:



Engineering Progress

201 Second Ave., Hattiesburg, MS 39401 (601) 384-1188

Sheet No. 1

Drawing No. 17726-133



Know what's below.
Call before you dig.

1. PROJECT SPECIFICATIONS, MISSOURI'S STANDARD SPECIFICATIONS FOR STATE AND MAJOR BRIDGE CONSTRUCTION, LATEST EDITION.
2. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH ALL LOCAL, STATE AND FEDERAL CODES.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND SHALL KEEP A SET OF CONSTRUCTION PLANS OF THE PROJECT OF THE JOB SITE SHOWING THE ACCURATE MEASUREMENTS AND CALCULATIONS OF THE AS-BUILT SYSTEM. THIS DATA WILL BE COLLECTED AND PUT ON THE DRAWINGS DAILY.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLETING THE PROJECT.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL MOOT, CITY OF MATTHEWSBURG AND/OR FOREST COUNTY FEES AND PERMITS ASSOCIATED WITH THE PROJECT.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CONSTRUCTION STAKING AND THE LOCATION OF THE PROJECT.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR HIS OWN SUB-SURFACE SOIL INVESTIGATIONS.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE VERIFICATION OF ALL EXISTING TOPOGRAPHICAL DATA AND ALL OTHER SITE CONDITIONS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE VERIFICATION OF ALL EXISTING TOPOGRAPHICAL DATA AND ALL OTHER SITE CONDITIONS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE VERIFICATION OF ALL EXISTING TOPOGRAPHICAL DATA AND ALL OTHER SITE CONDITIONS PRIOR TO CONSTRUCTION.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION AND PROTECTION OF ALL UTILITIES WITHIN THE WORK AREA.
10. THE CONTRACTOR IS RESPONSIBLE FOR THE LOCATION AND PROTECTION OF ALL UTILITIES WITHIN THE WORK AREA.
11. THE COST OF CLEANING AND PRESERVATION OF THE ROADWAY AND SPECIAL OF CLEANING AND PRESERVATION SHALL BE PAID LUMP SUM UNLESS OTHERWISE NOTED. THE CONTRACTOR SHALL BE FAMILIAR WITH THE EXTENT OF CLEANING REQUIRED PRIOR TO BEGINNING UTILITY WORK.
12. PROPER MAINTENANCE OF STREETS, INCLUDING DUST CONTROL, SHALL BE STRICTLY ADHERED TO.
13. MAINTENANCE OF TRAFFIC SHALL BE IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (LATEST EDITION).
14. THE CONTRACTOR SHALL PROVIDE PROPER TRAFFIC CONTROL SIGNS AND FLAGMEN TO MAINTAIN THE FREE FLOW OF TRAFFIC THROUGHOUT THE PROJECT. THE CONTRACTOR SHALL PROVIDE PROPER TRAFFIC CONTROL SIGNS AND FLAGMEN TO MAINTAIN THE FREE FLOW OF TRAFFIC THROUGHOUT THE PROJECT. THE CONTRACTOR SHALL PROVIDE PROPER TRAFFIC CONTROL SIGNS AND FLAGMEN TO MAINTAIN THE FREE FLOW OF TRAFFIC THROUGHOUT THE PROJECT.
15. THE CONTRACTOR SHALL PROVIDE ACCESS TO ALL BUSINESSES AND RESIDENCES AT ALL TIMES DURING CONSTRUCTION.
16. ANY DAMAGE TO PAVED ROADS OR DRIVEWAYS, WHICH ARE OUTSIDE OF THE PROJECT LIMITS, SHALL BE REPAIRED IN KIND, AT THE CONTRACTOR'S EXPENSE.
17. ALL EXISTING UTILITIES SHALL MEET THE SPECIFICATIONS FOR CLASS 5, GROUP C AND MOVED TO CONDUCT OF A FLASHTY, NEARBY TO THE PROJECT LIMITS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION AND PROTECTION OF ALL UTILITIES WITHIN THE WORK AREA.
18. WORK FOR THIS PROJECT REQUIRES EROSION CONTROL. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION AND PROTECTION OF ALL UTILITIES WITHIN THE WORK AREA. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION AND PROTECTION OF ALL UTILITIES WITHIN THE WORK AREA.
19. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION AND PROTECTION OF ALL UTILITIES WITHIN THE WORK AREA.
20. THE EROSION CONTROL MEASURES SHALL BE AS DIRECTED BY THE ENGINEER. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO MAINTAIN THE EROSION CONTROL MEASURES THROUGHOUT THE PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION AND PROTECTION OF ALL UTILITIES WITHIN THE WORK AREA.
21. THE CONTRACTOR SHALL ADHERE TO ALL MISSOURI DEPARTMENT OF ENVIRONMENTAL QUALITY REQUIREMENTS FOR EROSION CONTROL AND FOR OTHER PERTINENT REGULATIONS.
22. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL MATERIAL TESTING BY AN INDEPENDENT LABORATORY APPROVED BY THE ENGINEER AND FOR OBTAINING ALL NECESSARY PERMITS AND SHALL KEEP A SET OF CONSTRUCTION PLANS OF THE PROJECT OF THE JOB SITE SHOWING THE ACCURATE MEASUREMENTS AND CALCULATIONS OF THE AS-BUILT SYSTEM. THIS DATA WILL BE COLLECTED AND PUT ON THE DRAWINGS DAILY.
23. MATERIAL SUBMITTALS SHALL BE MADE TO COMPLY THROUGHOUT THE PROJECT PRIOR TO USE FOR APPROVAL.
24. THE CONTRACTOR SHALL HAVE A CURRENT AND COMPREHENSIVE SUPERINTENDENT ON SITE AT ALL TIMES. THE SUPERINTENDENT SHALL NOT BE REMOVED FROM THE PROJECT SITE WITHOUT THE WRITTEN PERMISSION OF THE ENGINEER. THE SUPERINTENDENT SHALL BE RESPONSIBLE FOR THE LOCATION AND PROTECTION OF ALL UTILITIES WITHIN THE WORK AREA.
25. ALL MATERIALS FOR THE PROJECT SHALL BE A PRODUCT OF THE U.S.A.

[illegible]

VEGETATION SCHEDULE

EROSION CONTROL ITEMS	SEASONAL APPLICATIONS - DATES & RATES				REQUIREMENTS
	SPRING & SUMMER		FALL & WINTER		
	RATES	DATES	RATES	DATES	
TEMPSOIL FOR SLOPE TREATMENT* (1/4")	4" THICK PER 50 FT ²	MARCH 1 TO SEPTEMBER 1	4" THICK PER 50 FT ²	SEPTEMBER 1 TO MARCH 1	TEMPSOIL REQUIRED ON SLOPES EXPOSED BY THE ENGINEER DURING CONSTRUCTION
STANDARD GRASS SEEDING	3 TONS / ACRE	MARCH 1 TO SEPTEMBER 1	3 TONS / ACRE	SEPTEMBER 1 TO MARCH 1	GROUND PREPARATION REQUIRED ON AREAS TO RECEIVE SEEDING, AS APPLICABLE
AGRICULTURAL LIMESTONE	1000 LBS / ACRE	MARCH 1 TO SEPTEMBER 1	1000 LBS / ACRE	SEPTEMBER 1 TO MARCH 1	LIMESTONE SHALL BE MECHANICALLY SPREAD UNIFORMALLY AND INCORPORATED INTO THE SOIL PRIOR TO PLANTING
COMBINATION FERTILIZER (15-15-15)	25 TONS / ACRE (EST)	MARCH 1 TO SEPTEMBER 1	25 TONS / ACRE	SEPTEMBER 1 TO MARCH 1	FERTILIZER SHALL BE MECHANICALLY SPREAD UNIFORMALLY AND INCORPORATED INTO THE SOIL PRIOR TO PLANTING
SUPER PHOSPHATE	20 LBS / ACRE	MARCH 1 TO SEPTEMBER 1	20 LBS / ACRE	SEPTEMBER 1 TO MARCH 1	SEED REQUIRED ON DISTURBED AREAS UNLESS SEED MAY BE REQUIRED DURING THE DOMINANT SEASON AS DIRECTED
SEEDING (BERMUDA GRASS)	20 LBS / ACRE	MARCH 1 TO SEPTEMBER 1	20 LBS / ACRE	SEPTEMBER 1 TO MARCH 1	SEED REQUIRED ON DISTURBED AREAS
SEEDING (TALL FESCUE)	15 LBS / ACRE	MARCH 1 TO SEPTEMBER 1	15 LBS / ACRE	SEPTEMBER 1 TO MARCH 1	SEED REQUIRED ON DISTURBED AREAS
VEGETATIVE MATERIAL FOR MULCH	2 TONS / ACRE (EST)	MARCH 1 TO SEPTEMBER 1	2 TONS / ACRE (EST)	SEPTEMBER 1 TO MARCH 1	BARK BRANS MAY BE USED FOR MULCH
INSETT PEST CONTROL	PER ACRE		PER ACRE		REQUIRED ON AREAS TO RECEIVE SEEDING, AS APPLICABLE
TEMPORARY EROSION CONTROL ITEMS					
COMBINATION FERTILIZER (15-15-15)	0.25 TONS / ACRE		0.25 TONS / ACRE		QUANTITY BASED ON DISTURBED AREA
SEEDING (BERMUDA GRASS)	20 LBS / ACRE	APRIL 1 TO AUGUST 31	25 LBS / ACRE	SEPTEMBER 1 TO MARCH 31	QUANTITY BASED ON DISTURBED AREA
SEEDING (RYE GRASS)	20 LBS / ACRE		20 LBS / ACRE	SEPTEMBER 1 TO DECEMBER 15	QUANTITY BASED ON DISTURBED AREA
SEEDING (DAISY)	1 TON / ACRE (EST)		1 TON / ACRE (EST)		QUANTITY BASED ON DISTURBED AREA
VEGETATIVE MATERIAL FOR MULCH					QUANTITY BASED ON DISTURBED AREA

NO.	DATE	DESCRIPTION	BY

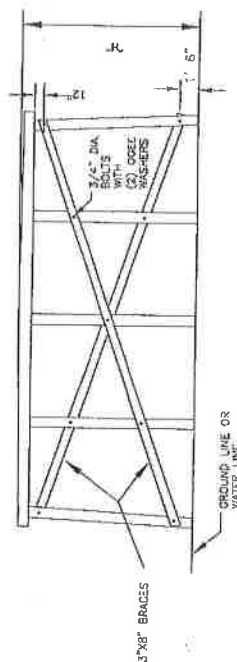
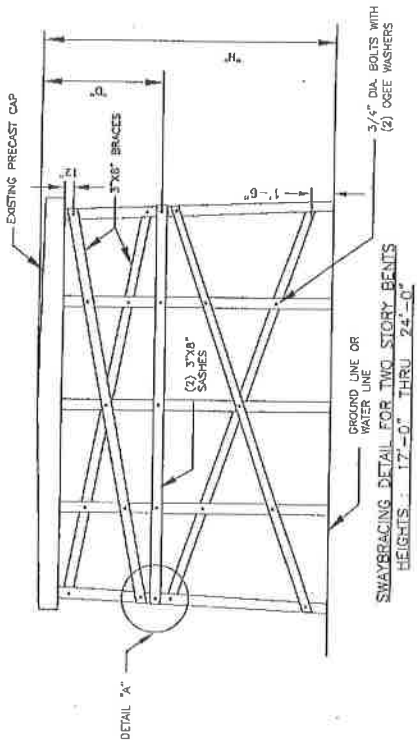
VEGETATION SCHEDULE

BRIDGE SA18-133 PILE ENCASEMENTS
CITY OF HATTIESBURG
FORREST COUNTY, MISSISSIPPI

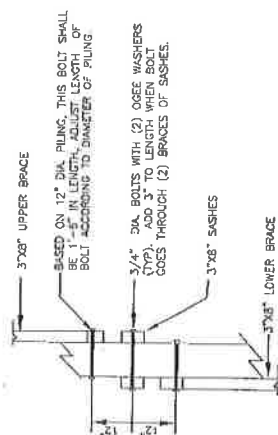
SDW
Soil & Water Engineering
1000 Highway 90, Suite 100, Hattiesburg, MS 39401
Phone: 601.266.1111
Fax: 601.266.1112
Email: info@sdwinc.com
Website: www.sdwinc.com

Drawn By: JNL
Checked By: HNC
Date: NOVEMBER 01, 2021
Scale: N/A

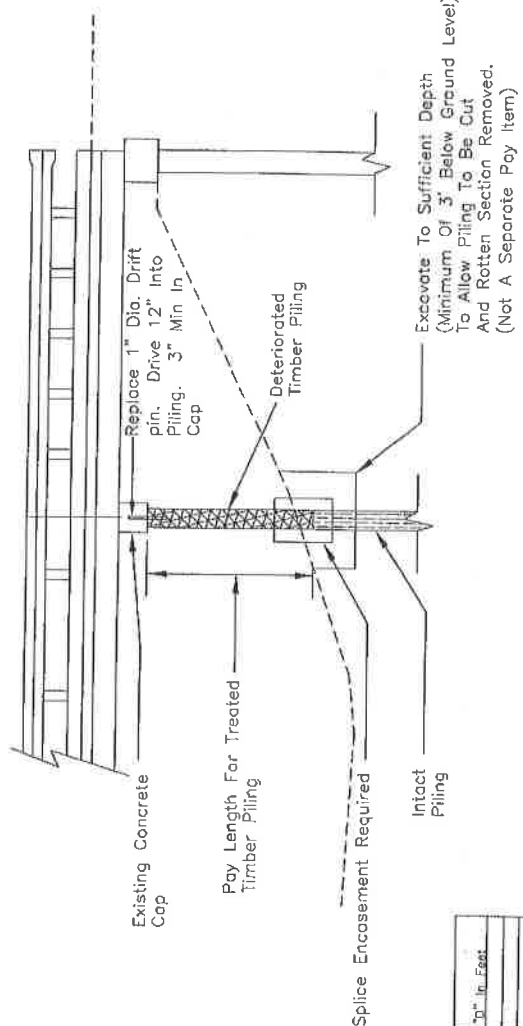
Printing No.: 1026-103
Sheet No.: 4



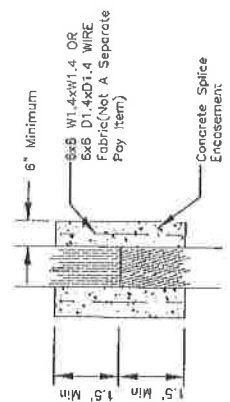
SWAYBRACING DETAIL FOR SINGLE STORY BENTS
HEIGHTS 1'-10" - 0" THRU 16'-0"



DETAIL "A"

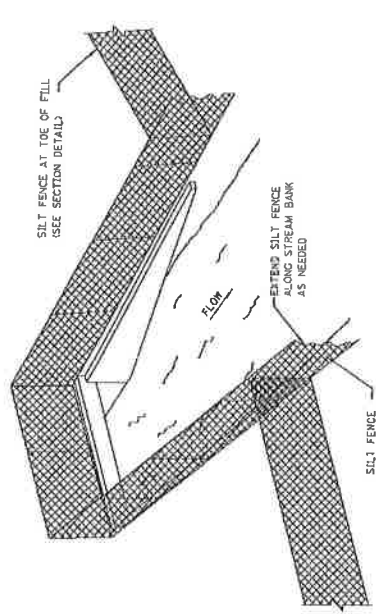


"H" In Feet	"D" In Feet
10'-0"	11'-0"
11'-0"	12'-0"
12'-0"	13'-0"
13'-0"	14'-0"
14'-0"	15'-0"
15'-0"	16'-0"
16'-0"	17'-0"
17'-0"	18'-0"
18'-0"	19'-0"
19'-0"	20'-0"
20'-0"	21'-0"
21'-0"	22'-0"
22'-0"	23'-0"
23'-0"	24'-0"
24'-0"	25'-0"

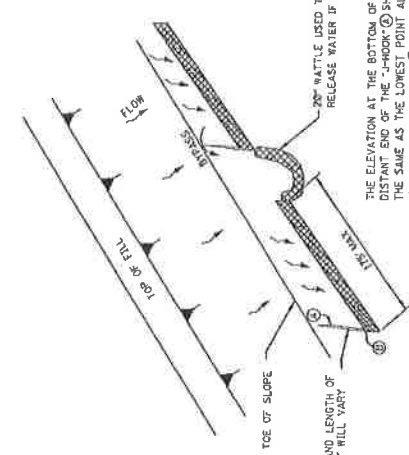


SPICE ENCASUREMENT DETAILS

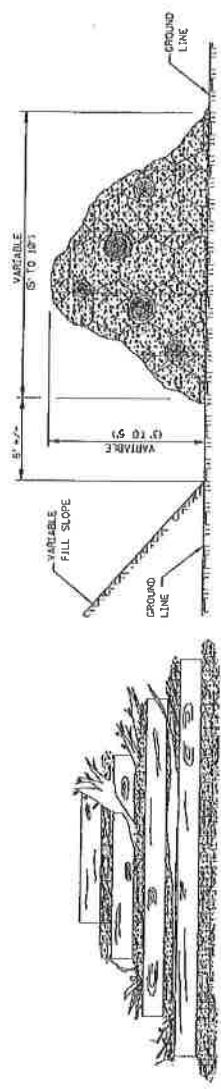
REV	DATE	SA-TPR-1
1	JANUARY 16, 2004	
OFFICE OF STATE AID ROAD CONSTRUCTION MISSISSIPPI DEPARTMENT OF TRANSPORTATION		
TIMBER PILE REPAIR		



SEDIMENT BARRIER AT CROSS DRAIN



"J-HOOK" SILT FENCE APPLICATION

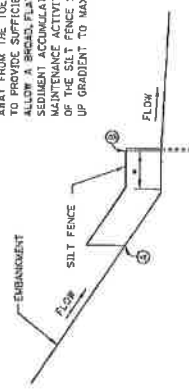


TEMPORARY BRUSH BARRIER

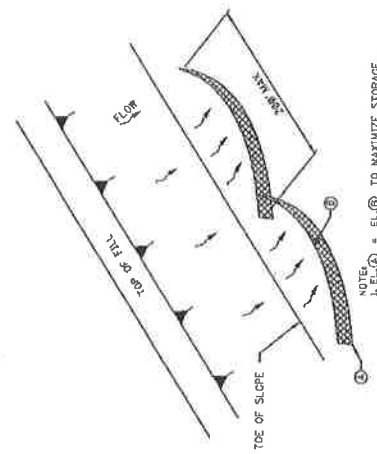
- NOTES:
1. BRUSH BARRIER MAY BE USED WHERE NATURAL GROUND IS LEVEL OR SLOPING AWAY FROM PROJECT.
 2. PLACE BRUSH LOG AND TREE LAPS APPROXIMATELY PARALLEL TO TOE OF FILL SLOPE WITH SOME OF THE LOGS AND TREE LAPS SECURED TO SLOPE TO PREVENT SLIDING. SECURE THE BARRIER AS DETAILED AT LOCATIONS SHOWN ON PLANS OR AS DIRECTED BY THE ENGINEER.
 3. TO ALLOW WATER TO SEEP THROUGH BRUSH BARRIER, INTERMINGLE THE BRUSH LOG AND TREE LAPS SO AS NOT TO FORM A SOLID DAM.
 4. THE BRUSH BARRIER MAY BE CHAINED WITH FILTER FABRIC. THE COST OF FABRIC TO BE INCLUDED IN OTHER ITEMS BID.
 5. TEMPORARY BRUSH BARRIER WILL NOT BE MEASURED FOR SEPARATE PAYMENT.

NOTE: ANCHOR AND INSTALL SILT FENCE FOR DETAILS SHOWN ON WK. NO. ECD-3

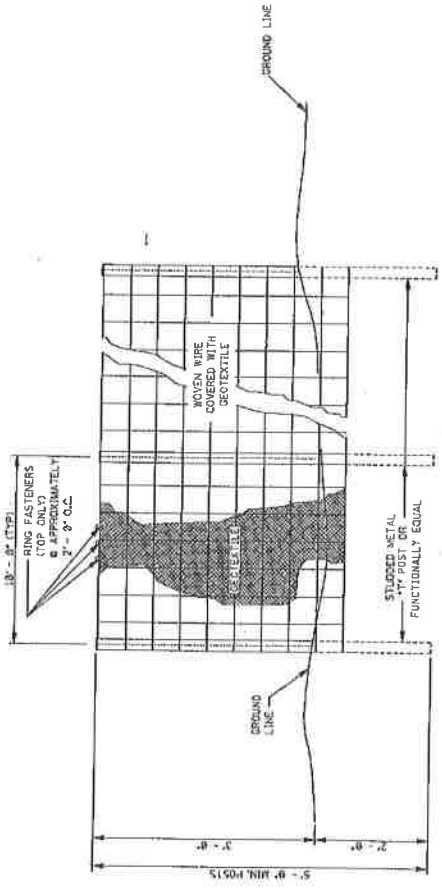
* SILT FENCE SHOULD BE LOCATED AWAY FROM THE TOE OF THE SLOPE TO PREVENT OVERSTRESS TO ALLOW A SHOULDER AREA FOR SEDIMENT ACCUMULATION AND MAINTENANCE ACTIVITIES. THE ENDS OF THE SILT FENCE SHOULD BE TURNED UP GRADIENT TO MAXIMIZE STORAGE.



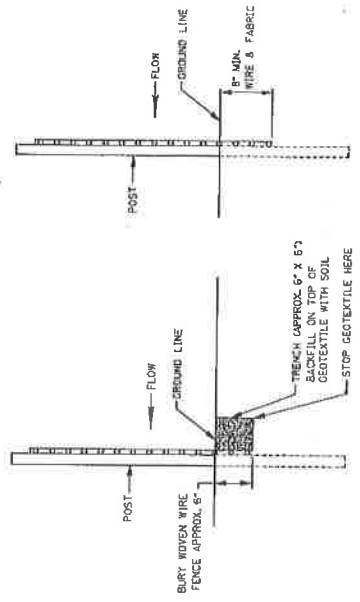
SILT FENCE SECTION AT TOE OF FILL



"SMILE-CONFIGURATION" SILT FENCE APPLICATION



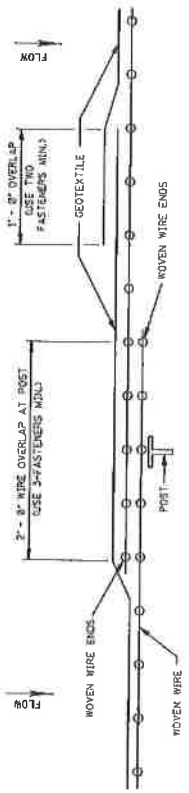
ELEVATION VIEW



METHOD I

METHOD II
MECHANICAL INSTALLATION

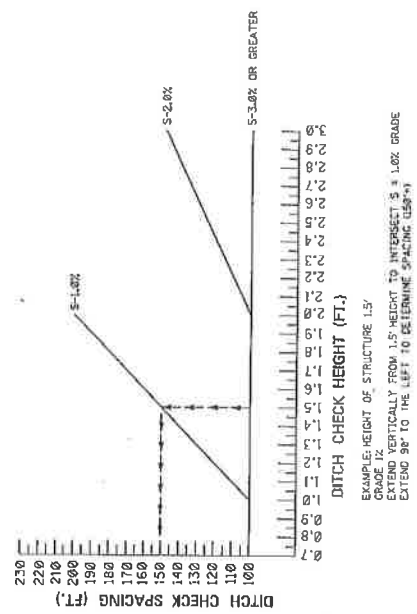
SIDE VIEW



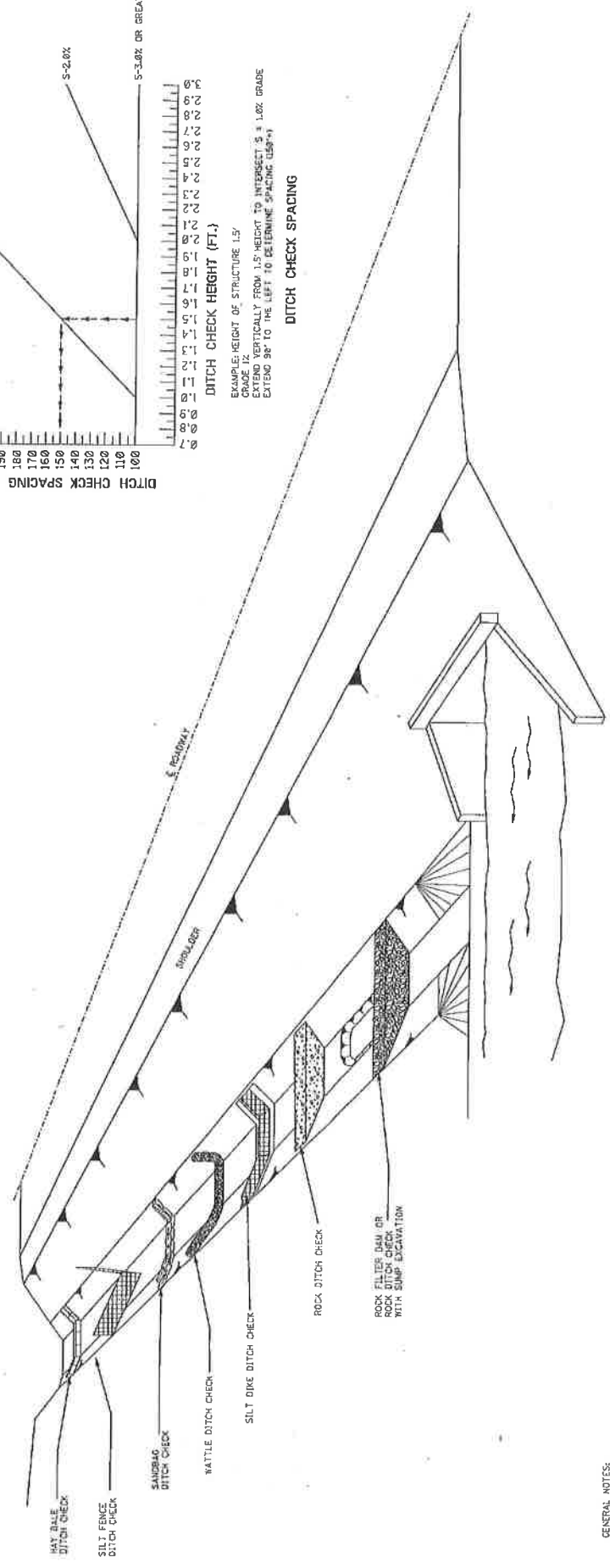
PLAN VIEW
REQUIRED LAPPING

GENERAL NOTES:

1. SILT FENCES SHOULD BE USED IN AREAS WHERE FLOW IS NOT SEVERE.
2. SILT FENCES ARE TEMPORARY SEDIMENT CONTROL ITEMS THAT SHOULD BE ERECTED OPPOSITE ERODIBLE AREAS SUCH AS NEWLY GRADED FILL SLOPES AND ADJACENT TO STEAMS AND CHANNELS.
3. SILT FENCE SHOULD BE PLACED WELL INSIDE RIGHT-OF-WAY AND ALONG EDGE OF CLEARING LIMITS. THIS WILL ALLOW ROOM FOR BACKUP FENCE IF FIRST FENCE BECOMES FULL.
4. WHENEVER POSSIBLE SILT FENCE SHOULD BE CONSTRUCTED ACROSS A LEVEL AREA IN THE SHAPE OF A SMOKE. THIS AID IN PROVIDING RUNOFF AN FACILITATES SEDIMENTATION.
5. THE CONTRACTOR MAY ELECT TO USE EITHER METHOD I OR METHOD II. COST TO BE LINEAR FEET OF SILT FENCE.
6. METHOD II INSTALLATION SHALL BE ACCOMPLISHED USING AN IMPLEMENT THAT IS MANUFACTURED FOR THE APPLICATION AND PROVIDES A CONFIGURATION MEETING THE REQUIREMENTS OF DETAIL.
7. WIRE SHALL BE A MINIMUM OF 32\"/>

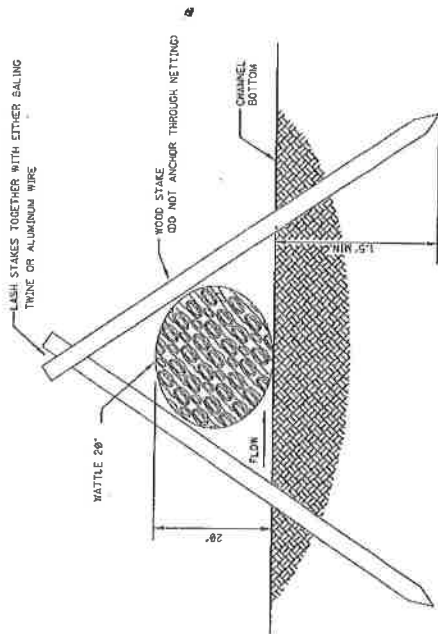


DITCH CHECK SPACING

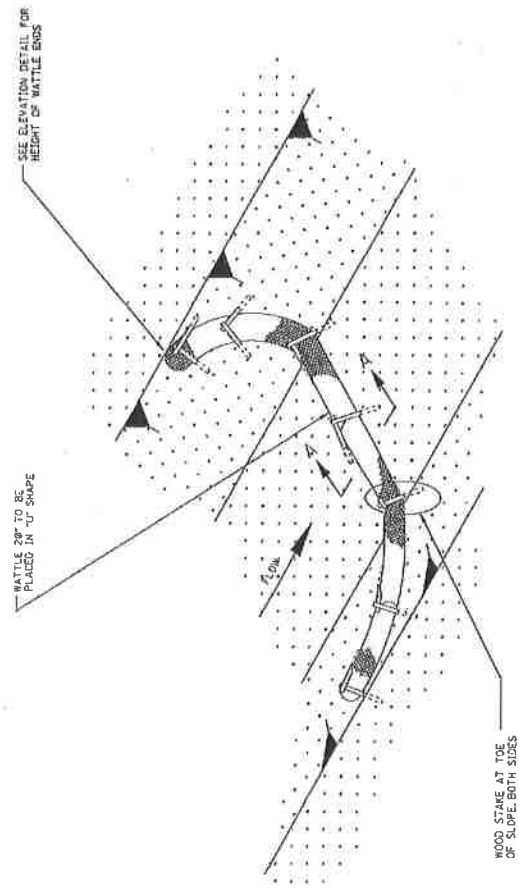


GENERAL NOTES:

1. THE DITCH CHECK PERSPECTIVE ILLUSTRATES A TOOL BOX OF TEMPORARY PRACTICES THAT MAY BE USED. DITCH CHECKS ARE INSTALLED TO CONTROL RUNOFF VELOCITY AND THUS REDUCE EROSION AND PROVIDE FOR TRAPPING OF SEDIMENTS.
2. SELECTION OF THE APPROPRIATE DITCH CHECK SHOULD BE A FUNCTION OF CONSTRUCTION PHASE, DRAINAGE AREA, DITCH GRADIENT, SOIL TYPE, ECONOMY AND SAFETY.
3. DITCH CHECKS CAN BE REMOVED FOR MAINTENANCE AND/OR REPLACEMENT BUT MUST REMAIN IN PLACE UNTIL EROSION HAS BEEN PERMANENTLY STABILIZED. MAINTENANCE INCLUDES REMOVAL OF SEDIMENT ACCUMULATED BEHIND THE CHECKS. THE CAPACITY OR HEIGHT OF THE STRUCTURE AND THE VOLUME OF SEDIMENT TO ACCUMULATE MORE THAN 1/2 THE VOLUME OR HEIGHT OF THE DITCH CHECK STRUCTURE.
4. HAY BALES SHOULD BE USED TO INTERCEPT LOW VOLUME FLOWS IN LOW TO MODERATE GRADIENT DITCHES.
5. SILT FENCE DITCH CHECKS SHOULD BE USED WHERE IT HAS BEEN DETERMINED THAT HAY BALE CHECKS ARE INADEQUATE. SILT FENCE DITCH CHECKS SHOULD BE USED TO INTERCEPT LOW VOLUME FLOWS IN LOW TO MODERATE GRADIENT DITCHES.
6. SANDBAG DITCH CHECKS SHOULD BE USED FOR VELOCITY REDUCTION AND MINIMAL SEDIMENT TRAPPING IN CONCRETE PAVED DITCHES OR IN DITCHES THAT HAVE ROCK BOTTOMS.
7. BATTLE DITCH CHECKS CAN BE USED FOR VELOCITY REDUCTION AND CONTROL OF SEDIMENT TRANSPORT UNDER LOW TO MEDIUM FLOW CONDITIONS.
8. SILT DICES CAN BE USED IN DITCHES WITH CONCENTRATED FLOWS WITHIN THE CLEAR ZONE WHERE RIPRAP CAN NOT BE USED AS CONSTRUCTION PROGRESSES.
9. ROCK DITCH CHECKS WITH SUMP EXCAVATION CAN BE PLACED IN DITCHES TO ASSURE ON-SITE SEDIMENT TRAPPING REQUIREMENTS ARE MET. ROCK DITCH CHECKS SHOULD BE USED WHEN DITCHES RECEIVE DRAINAGE FROM CUT OR FILL SLOPES OR OTHER CRITICAL AREAS WHERE SOIL EROSION IS EXPECTED. DRAINAGE AREA FOR A TEMPORARY SEDIMENT TRAP SHOULD BE LIMITED TO 3 ACRES. THEY CAN BE USED IN SERIES TO INCREASE ON-SITE SEDIMENT TRAPPING EFFICIENCY.
10. DITCH CHECKS IN NO CASE SHALL BE PLACED IN LIVE STREAMS.
11. CONFIGURATION AND SPACING MAY BE ADJUSTED IF APPROVED BY THE ENGINEER TO ACCOMMODATE TRAVELWAY SAFETY, WATER FLOW, OR SOIL AND INSTALLATION CHALLENGES.

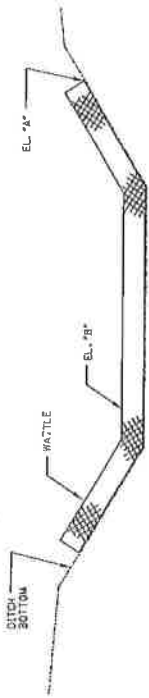


SECTION A-A



DETAIL (DITCH CHECK)

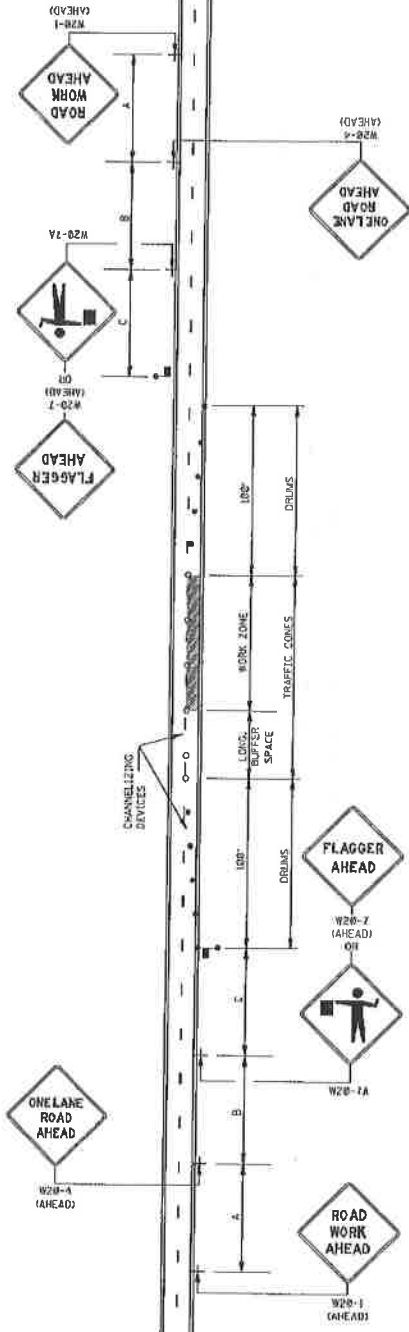
NOTE: END POINTS "A" SHALL BE HIGHER THAN FLOWLINE POINT "B".



ELEVATION DETAIL

- NOTES:
1. WATTLE DITCH CHECKS CAN BE USED FOR VELOCITY REDUCTION AND CONTROL OF SEDIMENT TRANSPORT UNDER LOW TO MEDIUM FLOW CONDITIONS.
 2. THE PLACEMENT INTERVAL BETWEEN WATTLE DITCH CHECKS SHALL BE 100' UNLESS SHOWN OTHERWISE ON THE PLANS OR EROSION CONTROL PLAN APPROVED BY THE ENGINEER. SEE SPACING GUIDANCE ON W. NO. ECD-4.
 3. ANCHORING WOOD STAKES SHALL BE SIZED, SPACED, DRIVEN, AND BE OF A MATERIAL THAT EFFECTIVELY SECURES THE CHECK. STAKE SPACING SHALL BE 10' TO 15' ON CENTER. ALL NON-DEGRADABLE MATERIALS SHALL BE REMOVED WHEN NO LONGER NEEDED.
 4. TROCKING OF WATTLES MAY BE NECESSARY IF PIPING BECOMES EVIDENT.
 5. WATTLES SHOULD NOT BE USED IN HARD BOTTOM CHANNELS.
 6. IN THE EVENT WATTLES CANNOT BE SECURED IN PLACE USING WOOD STAKES, SAND BAGS OR SAND BAGS ARE USED IN THIS APPLICATION THEY WILL NOT BE A SEPARATE PAY ITEM.

DETAILS OF EROSION
CONTROL WATTLE
DITCH CHECK



GENERAL NOTES:

1. THE LOCATION OF CHANNELIZING DEVICES AND THE WORK AREA LAYOUT SHALL BE BASED ON THE CRITERIA IN THE FOLLOWING TABLE. FLAGGER STATIONS SHALL BE LOCATED SUCH THAT STOPPING VEHICLES WILL HAVE SUFFICIENT DISTANCE TO STOP. WHEN THE STOPPING DISTANCE CANNOT BE ACCURATELY USED AS A MEASURE FOR THIS DISTANCE.
2. ALL CHANNELIZING DEVICES SHALL BE A MINIMUM OF 28" IN HEIGHT.
3. DIAMOND SHAPED TRAFFIC CONTROL SIGNS SHALL BE A MINIMUM OF 36" x 36" AND BLACK COPY ON FLOURESCENT ORANGE SHEETING.
4. WHEN WORK ZONE IS NO LONGER NEEDED, ALL SIGNS SHALL BE COVERED OR REMOVED AND ALL CHANNELIZING DEVICES SHALL BE MOVED TO THE SHOULDER EDGE.
5. ADDITIONAL FLAGGERS MAY BE NEEDED AS DIRECTED BY THE ENGINEER.
6. WHEN WORK IS REQUIRED AT NIGHT, FLAGGER STATIONS SHALL BE ILLUMINATED.
7. CHANNELIZING DEVICE TYPES FOR:
 - a. APPROACH AND EXIT TAPERS- RETROREFLECTIVE PLASTIC DRUMS
 - b. ALONG LAKE LINE AND WORK ZONE- TRAFFIC CONES (CB HEIGHT)
8. ALL TRAFFIC CONTROL ITEMS SHOWN ON THIS SHEET WILL NOT BE MEASURED FOR SEPARATE PAYMENT. THIS WORK SHALL BE INCLUDED IN THE PRICE BID FOR MAINTENANCE OF TRAFFIC.

POSTED SPEED AND/OR DESIGN SPEED	MAXIMUM CHANNELIZING DEVICES SPACING (ft)	LONGITUDINAL BUFFER SPACE (ft)	STOPPING DISTANCE
25	20	55	155
30	20	65	200
35	20	75	225
40	20	85	250
45	20	95	275
50	20	105	300
55	20	115	325
60	20	125	350
65	20	135	375
70	20	145	400
75	20	155	425
80	20	165	450
85	20	175	475
90	20	185	500
95	20	195	525
100	20	205	550

* NOTE: BUFFER SPACE MAY BE ADJUSTED AS NEEDED ACCORDING TO ROADWAY GEOMETRY AND THE SHORT DISTANCE REQUIREMENTS, AS DIRECTED BY THE ENGINEER.

ROAD TYPE	A	B	C
URBAN (35 MPH OR LESS)	100 FT.	100 FT.	100 FT.
URBAN (40 - 70 MPH)	350 FT.	350 FT.	350 FT.
RURAL	500 FT.	500 FT.	500 FT.
EXPRESSWAY / FREEWAY	1000 FT.	1000 FT.	1000 FT.

DISTANCE BETWEEN SIGNS

- LEGEND
- FLAGGER
 - RETROREFLECTIVE FREE-STANDING PLASTIC DRUMS
 - TRAFFIC CONES (CB HEIGHT MINIMUM)

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
ROADWAY DESIGN DIVISION
STANDARD PLAN

TRAFFIC CONTROL PLAN
WITH FLAGGER
(ONE-LANE CLOSURE OF
TWO-WAY TRAFFIC)

PROJECT NUMBER
SHEET NUMBER
ISSUE DATE: AUGUST 01, 2017
6351

CITY OF HATTIESBURG
UNADVERTISED BID RESULTS

OQ# 226015

ITEM: WEB SECURITY

BID #1

WINNING BID

COMPANY METRIX SOLUTIONS

BID

AMOUNT \$8,438.98

BID #2

COMPANY C D W GOVERNMENT

BID

AMOUNT \$8,691.49

BID #3

COMPANY _____

BID

AMOUNT _____

BID #4

COMPANY _____

BID

AMOUNT _____

THANK YOU FOR SENDING A QUOTE FOR THIS PROJECT.


Sylvester London, DIVISION MANAGER



City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

Bill To
City of Hattiesburg
P.O. BOX 1898
Hattiesburg, MS 39401

1001 Ship To 1002
200 Forrest St - 1st Floor
Hattiesburg, MS 39401

Vendor 3583
METRIX SOLUTIONS
1888 MAIN STREET, STE C #117
MADISON, MS 39110

Purchase Order

Fiscal Year 2022 Page 1 of 1

Purchase Order Number **00226015**
Purchase Order Date **12/17/2021**
Department **INFORMATION TECHNOLOGY**

FID 64-6000432

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
---------------------	--------------	---------------	--------------------	------------	--------------------

	LIZBURLESON@PILEUM.COM	3583	226165	Sherry Brown	
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NOTES

TWO QUOTE - WEB SECURITY

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	BYF410A - BARRACUDA WEB SECURITY GATEWAY APPLIANCE 410 - STANDARD GL #: 001091 - 636500	1.0000	EACH	\$4,520.8800	\$4,520.88
2	BYF410A-E: BARRACUDA WEB SECURITY GATEWAY APPLIANCE 410 ENERGIZE UPDATES SUBSCRIPTION 36 MONTHS GL #: 001091 - 636500	1.0000	EACH	\$3,918.1000	\$3,918.10

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE. THE PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

City Clerk

Total Ext. Price \$8,438.98

Purchase Order Total \$8,438.98

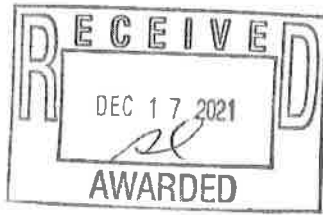


1 Year Term

Item	Description	Price	Qty	Ext. Price
BYF410a	Barracuda Web Security Gateway Appliance 410 - Standard	\$4,968.00	1	\$4,968.00
BYF410a-e	Barracuda Web Security Gateway Appliance 410 Energize Updates Subscription 12 Months	\$1,435.20	1	\$1,435.20
SHIP-ECON	Economy S/H	\$0.00	1	\$0.00
Subtotal:				\$6,403.20

3 Year Term

Item	Description	Price	Qty	Ext. Price
BYF410a	Barracuda Web Security Gateway Appliance 410 - Standard	\$4,520.88	1	\$4,520.88
BYF410a-e	Barracuda Web Security Gateway Appliance 410 Energize Updates Subscription 36 Months	\$3,918.10	1	\$3,918.10
SHIP-ECON	Economy S/H	\$0.00	1	\$0.00
Subtotal:				\$8,438.98



QUOTE CONFIRMATION



DEAR ROBERT FRIEND,

Thank you for considering CDW•G LLC for your computing needs. The details of your quote are below.
[Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
MMZK939	12/15/2021	BARRACUDA OPTION 1 1YR	267010	\$20,115.49

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Barracuda E-Mail Protection Email Gateway Defense - Subscription license (1 Mfg. Part#: EP-EGD-USR-1M Electronic distribution - NO MEDIA Contract: MARKET	425	6798939	\$26.88	\$11,424.00
Barracuda Energize Updates - subscription license (1 month) - 1 license Mfg. Part#: BYF410A-E UNSPSC: 43233204 Electronic distribution - NO MEDIA Contract: MARKET	36	5746789	\$112.09	\$4,035.24
Barracuda Web Filter Software Firewall 410 Mfg. Part#: BYF410A UNSPSC: 43222501 Contract: MARKET	1	789718	\$4,656.25	\$4,656.25

PURCHASER BILLING INFO		SUBTOTAL	\$20,115.49
Billing Address: CITY OF HATTIESBURG ACCTS PAYABLE PO Box 1898 Hattiesburg, MS 39403-1898 Phone: (601) 545-4513 Payment Terms: Net 30 Days-Govt State/Local		SHIPPING	\$0.00
		SALES TAX	\$0.00
		GRAND TOTAL	\$20,115.49
DELIVER TO		Please remit payments to:	
Shipping Address: CITY OF HATTIESBURG INFORMATION TEC 200 FORREST ST FL 1 HATTIESBURG, MS 39401-3451 Shipping Method:		CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	

Need Assistance? CDW•G LLC SALES CONTACT INFORMATION			
	Alyssa McArthur-Guzman	(877) 621-3156	alysmca@cdwg.com

LEASE OPTIONS			
FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION

\$20,115.49

\$550.96/Month

\$20,115.49

\$633.24/Month

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

- **Lower Upfront Costs.** Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.
- **Flexible Payment Terms.** 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.
- **Predictable, Low Monthly Payments.** Pay over time. Lease payments are fixed and can be tailored to your budget levels of revenue streams.
- **Technology Refresh.** Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.
- **Bundle Costs.** You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

General Terms and Conditions:

This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at

<http://www.cdw.com/content/dam/cdw/conditions/product-sales.pdf>

For more information, contact a CDW account manager

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CITY OF HATTIESBURG
UNADVERTISED BID RESULTS

OQ# 226016

ITEM: EMAIL PROTECTION

BID #1

WINNING BID

COMPANY METRIX SOLUTIONS

BID

AMOUNT \$11,262.50

BID #2

COMPANY C D W GOVERNMENT

BID

AMOUNT \$11,424.00

BID #3

COMPANY _____

BID

AMOUNT _____

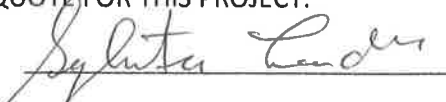
BID #4

COMPANY _____

BID

AMOUNT _____

THANK YOU FOR SENDING A QUOTE FOR THIS PROJECT.


Sylvester London, DIVISION MANAGER



City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

Bill To
City of Hattiesburg
P.O. BOX 1898
Hattiesburg, MS 39401

1001 Ship To 1002
200 Forrest St - 1st Floor
Hattiesburg, MS 39401

Vendor 3583
METRIX SOLUTIONS
1888 MAIN STREET, STE C #117
MADISON, MS 39110

Purchase Order

Fiscal Year 2022 Page 1 of 1

Purchase Order Number **00226016**

Purchase Order Date 12/17/2021

Department INFORMATION TECHNOLOGY

FID 64-6000432

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
	LIZBURLESON@PILEUM.COM	3583	226166	Sherry Brown	

NOTES

TWO QUOTE - EMAIL PROTECTION

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	BEOS - BARRACUDA ESSENTIALS SECURITY EDITION , 1 USER, 12 MONTHS GL #: 001091 - 636500	1.0000	EACH	\$11,262.5000	\$11,262.50

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE. THE PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.


City Clerk

Total Ext. Price \$11,262.50

Purchase Order Total \$11,262.50

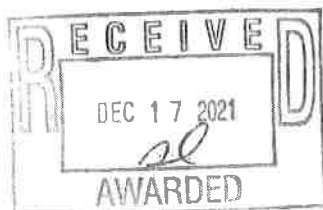


1 Year Term

Item	Description	Price	Qty	Ext. Price
BEO001a	Barracuda Email Protection Account	\$0.00	1	\$0.00
BEOES	Barracuda Essentials Security Edition, 1 User, 12 Months New Subscription	\$26.50	425	\$11,262.50
Subtotal:				\$11,262.50

3 Year Term

Item	Description	Price	Qty	Ext. Price
BEO001a	Barracuda Email Protection Account	\$0.00	1	\$0.00
BEOES	Barracuda Essentials Security Edition, 1 User, 36 Months New Subscription	\$77.50	425	\$32,937.50
Subtotal:				\$32,937.50



QUOTE CONFIRMATION



DEAR ROBERT FRIEND,

Thank you for considering CDW•G LLC for your computing needs. The details of your quote are below.
[Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
MMZK939	12/15/2021	BARRACUDA OPTION 1 1YR	267010	\$20,115.49

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Barracuda E-Mail Protection Email Gateway Defense - subscription license (1 Mfg. Part#: EP-EGD-USR-1M Electronic distribution - NO MEDIA Contract: MARKET	425	6798939	\$26.88	\$11,424.00
Barracuda Energize Updates - subscription license (1 month) - 1 license Mfg. Part#: BYF410A-E UNSPSC: 43233204 Electronic distribution - NO MEDIA Contract: MARKET	36	5748789	\$112.09	\$4,035.24
Barracuda Web Filter Spyware Firewall 410 Mfg. Part#: BYF410A UNSPSC: 43222501 Contract: MARKET	1	789718	\$4,656.25	\$4,656.25

PURCHASER BILLING INFO		SUBTOTAL	\$20,115.49
Billing Address: CITY OF HATTIESBURG ACCTS PAYABLE PO Box 1898 Hattiesburg, MS 39403-1898 Phone: (601) 545-4513 Payment Terms: Net 30 Days-Govt State/Local		SHIPPING	\$0.00
		SALES TAX	\$0.00
		GRAND TOTAL	\$20,115.49
DELIVER TO		Please remit payments to:	
Shipping Address: CITY OF HATTIESBURG INFORMATION TEC 200 FORREST ST FL 1 HATTIESBURG, MS 39401-3451 Shipping Method:		CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	

Need Assistance? CDW•G LLC SALES CONTACT INFORMATION



Alyssa McArthur-Guzman

(877) 621-3156

alysmca@cdwg.com

LEASE OPTIONS

FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
-----------	------------------	----------	-----------------

\$20,115.49	\$550.96/Month	\$20,115.49	\$633.24/Month
-------------	----------------	-------------	----------------

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

- Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.
- Flexible Payment Terms. 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.
- Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.
- Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.
- Bundle Costs. You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

General Terms and Conditions:

This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdw.com/equipment/lease-and-fleet-products/leases.aspx>
 For more information, contact a CDW account manager
 © 2021 CDW•G LLC 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239

CITY OF HATTIESBURG
UNADVERTISED BID RESULTS

OO# 226200

ITEM: TREE REMOVAL, LOAD AND HAUL AND FENCE REPLACEMENT

BID #1

WINNING BID

COMPANY BNR INVESTMENTS LLC

BID

AMOUNT \$8,300.00

BID #2

COMPANY B AND C RILEY TREE SERVICES

BID

AMOUNT \$8,570.00

BID #3

COMPANY _____

BID

AMOUNT _____

BID #4

COMPANY _____

BID

AMOUNT _____

THANK YOU FOR SENDING A QUOTE FOR THIS PROJECT.



Sylvester London, DIVISION MANAGER



City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

Bill To 1001
City of Hattiesburg
P.O. BOX 1898
Hattiesburg, MS 39401

Ship To 1005
200 Forrest St - 3rd Floor
Hattiesburg, MS 39401

Vendor 48265
BRIAN RUTHERFORD
BNR INVESTMENTS LLC
4 GUM REED PT
LUMBERTON, MS 39455-5258

Purchase Order

Fiscal Year 2022

Page 1 of 1

Purchase Order Number **00226200**
Purchase Order Date **01/05/2022**
Department **ECONOMIC DEV**
Required By **01/05/2022**

FID 64-6000432

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
	BNRINVESTMENTS4U@GMAIL.COM	48265	226347	Ann Jones	

NOTES

TREE REMOVAL, LOAD AND HUAL TWO QUOTE; FENCE REPLA

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	RIG DOWN FENCE FOR TREE REMOVAL AT 616 CAMPBELL LOOP; HAUL DEBRIS; REINSTALL FENCE IF REMOVED AND SET IN PLACE GL #: 001402 - 604900	1.0000	EACH	\$8,300.0000	\$8,300.00

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE. THE PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

City Clerk

Total Ext. Price \$8,300.00

Purchase Order Total \$8,300.00



BnR investments

6015207718 | bnrinvestments4u@gmail.com

RECIPIENT:

Andy Parker

616 Campbell Loop
Hattiesburg, Mississippi 39401

Quote #210

Sent on

Nov 08, 2021

Total

\$8,300.00

PRODUCT / SERVICE	DESCRIPTION	QTY.	UNIT PRICE	TOTAL
Tree removal	Rig down fence for tree removal. Rig up forestry mulcher and mulch out over growth in work area. Cut and remove 2 large pine trees at rear of property. Load out all debris and haul to disposal. Stump grind both stumps. Reinstall fence once job is completed.	1	\$8,300.00	\$8,300.00



Thank you for allowing BnR Investments to quote your work.

This quote is valid for the next 30 days, after which values may be subject to change.

Subtotal

\$8,300.00

**BnR
Investments LLC
(0.0%)**

\$0.00

Total

\$8,300.00

CITY OF HATTIESBURG

CEMETERY DEPARTMENT

COVER SHEET

DATE: JANUARY 4, 2022

TO: BRIAN RUTHERFORD, BNR INVESTMENTS

PHONE: 601-520-7718

EMAIL: BNRINVESTMENTS4U@GMAIL.COM

PLEASE READ OUR QUOTE INSTRUCTIONS AND FOLLOW CAREFULLY. QUOTES MUST BE RETURNED BEFORE THE DATE AND TIME INDICATED.

DO NOT HESITATE TO CALL ANDY PARKER AT 601-545-1541, IF YOU HAVE ANY QUESTIONS.

THANK YOU,

ANDY PARKER

GENERAL MANAGER

CEMETERY/URBAN FORESTRY

601-545-1541

CITY OF HATTIESBURG

CEMETERY DEPARTMENT

COVER SHEET

DATE: JANUARY 4, 2022

TO: DANIEL RILEY, B & C RILEY TREE SERVICES

PHONE: 601-606-9950

EMAIL: BANDCRILEYTREESERVICES@YAHOO.COM

PLEASE READ OUR QUOTE INSTRUCTIONS AND FOLLOW CAREFULLY. QUOTES MUST BE RETURNED BEFORE THE DATE AND TIME INDICATED.

DO NOT HESITATE TO CALL ANDY PARKER AT 601-545-1541, IF YOU HAVE ANY QUESTIONS.

THANK YOU,

ANDY PARKER

GENERAL MANAGER

CEMETERY/URBAN FORESTRY

601-545-1541



B and C Riley Tree Services

Daniel Riley
Business Number 601-606-9950
89 Joann Drive Sumrall, MS 39482
601-606-9950
bandcrileytreeservices@yahoo.com

INVOICE

INV00370

DATE

11/01/2021

DUE

On Receipt

BALANCE DUE

USD \$8,570.00

BILL TO

Andy Parker

☐ (601) 596-6649

Aparker@hattiesburgms.com

DESCRIPTION	RATE	QTY	AMOUNT
Day Rate Tree Cutting and Removal Cut 2 Pine Trees	\$2,800.00	2	\$5,600.00
Chain Link Fence Remove Chain Link Fence Pull Up 2 Metal Post And Reinstall After Work Both Days	\$1,975.00	1	\$1,975.00
20 Yard Debris Removal 5 loads of 20 yard debris removal	\$199.00	5	\$995.00
TOTAL			\$8,570.00
BALANCE DUE			USD \$8,570.00



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

QUOTE SPECIFICATIONS FOR TREE REMOVAL AT 616 CAMPBELL LOOP

- REMOVAL OF TWO PINES TREES AT 616 CAMPBELL LOOP, BEHIND BUILDING.
- HAUL ALL TREE DEBRIS FROM SITE AND DISPOSE OF MATERIAL
- IF FENCE HAS TO BE REMOVED FOR PROJECT, IT MUST BE INSTALLED BACK AS IT WAS ORIGINALLY SET

CITY OF HATTIESBURG
UNADVERTISED BID RESULTS

OQ# 226269

ITEM: HPSC RESTROOM ACCESSORIES – ENG

BID #1

WINNING BID

COMPANY NEWELL PAPER COMPANY

BID

AMOUNT \$19,153.01

BID #2

COMPANY ANDERSON COMMERCIAL

BID

AMOUNT \$20,998.00

BID #3

COMPANY _____

BID

AMOUNT _____

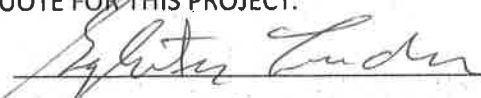
BID #4

COMPANY _____

BID

AMOUNT _____

THANK YOU FOR SENDING A QUOTE FOR THIS PROJECT.


Sylvester London, DIVISION MANAGER



City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

Bill To 1001
City of Hattiesburg
P.O. BOX 1898
Hattiesburg, MS 39401

Ship To 1014
212 West Front St
Centennial Building
Hattiesburg, MS 39401

Purchase Order

Fiscal Year 2022

Page 1 of 1

Purchase Order Number **00226269**
Purchase Order Date **01/11/2022**
Department **ENGINEERING**

FID 64-6000432

Vendor 3772
NEWELL PAPER COMPANY
PO DRAWER 1749
HATTIESBURG, MS 39403-1749

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
	kwheat@newellpaper.com	3772	226449	Sharon Waits	

NOTES

HPSC RESTROOM ACCESSORIES - ENG

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	2-QUOTE PUBLIC SAFETY COMPLEX RESTROOM ACCESSORIES GL #: 088603 - 710022	1.0000	EACH	\$19,153.0100	\$19,153.01
				\$19,153.01	

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE. THE PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.


City Clerk

Total Ext. Price \$19,153.01

Purchase Order Total \$19,153.01



QUOTE VALID FOR 30 DAYS

P.O. DRAWER 1749
HATTIESBURG, MS 39403-1749
Telephone: 800-530-7537
Fax: 601-545-5349

QUOTE

QUOTE NO.	QUOTE DATE	CUST NO.
18772	01/10/22	567000

PAGE 1

SOLD TO
CITY OF HATTIESBURG
P.O. BOX 1898
HATTIESBURG, MS 39403

SHIP TO
POLICE DEPT MAINT ** (NW/MS)
MR ADAMO
300 KLONDYKE STREET
HATTIESBURG, MS 394010000

SPECIAL INSTRUCTIONS			CONTACT	SHIP VIA	TERMS	
			DAVID	OUR TRUCK	NET 30 DAYS	
LINE	QUOTED	PRODUCT CODE	DESCRIPTION	UNIT	UNIT PRICE	EXTENDED PRICE
1	30	3803	NS# TOWEL DISP AND OPEN WASTE 3803	EA	256.56	7696.80
2	44	18772-002	NS# CONTURA SURF MTD TP DISP 4288	EA	70.32	3094.08
3	8	254	NS# SUR MTD FEM NAPKIN DISPOSA 254	EA	83.31	666.48
4	9	545X24	NS# TOWEL BAR 24" SATIN 545X24	EA	56.49	508.41
5	2	KB200-01SS	NS# BCS HORZ GREY WM SS VENEER KB200-01SS	EA	398.38	796.76
6	4	5806X42	NS# STRAIGHT GRAB BAR 42" 5806X42	EA	26.25	105.00
7	21	5897	NS# 1 1/4" TWO WALL GRAB BAR 5897	EA	98.27	2063.67
8	4	918116R	NS# BARIATRIC FOLDING SHOWER 918116R	EA	1049.40	4197.60
9	1	5806X36	NS# STRAIGHT GRAB BAR 36" 5806X36	EA	24.21	24.21
RECEIVED JAN 11 2022 AWARDED						
TOTAL QUANTITY		123	NO RETURN OF GOODS ACCEPTED WITHOUT WRITTEN AUTHORIZATION.		SUBTOTAL MISC/OTHER	19153.01 0.00



WE APPRECIATE YOUR BUSINESS AND LOOK FORWARD TO PROVIDING THE CARE AND SERVICE YOU DESERVE.

BEST REGARDS,
PAUL ROGERS

CITY OF HATTIESBURG
ENGINEERING DEPARTMENT
COVER SHEET

DATE: January 5, 2022

TO: Paul Rogers

PHONE: _____

EMAIL: progers@imperialdade.com

PLEASE READ OUR QUOTE INSTRUCTIONS AND FOLLOW CAREFULLY. QUOTES MUST BE RETURNED ON OR BEFORE THE DATE AND TIME INDICATED.

DO NOT HESITATE TO CALL **Lamar Rutland** AT **601-545-4540** IF YOU HAVE ANY QUESTIONS.

THANK YOU,

Sharon Hensarling
Accountant, Engineering Department
601-545-4541
shensarling@hattiesburgms.com

CITY OF HATTIESBURG
TWO-QUOTE BID INSTRUCTIONS

Please find attached specifications for: Public Safety Complex Restroom Accessories
Vendor to provide quote to provide Bathroom Accessories as per the attached list. Vendor shall deliver and install all items EXCEPT grab bars.

Bids are due in the Purchasing Department NO LATER THAN 5:00 P.M. ON: January 7, 2022

Contact Person(s): Lamar Rutland 601-545-4540 or 601-606-2077
 Hunter White 610-554-1001

AS REQUIRED BY LAW TO PROVIDE CONTINUITY OF THE BID PROCESS, ALL BIDS MUST HAVE:

PRICE	TOTAL BID PRICE
PRICE EXPIRATION DATE	SIGNATURE OF AUTHORIZED BIDDER
DELIVERY DATE	DATE

Payment terms are set by the State of Mississippi Purchasing Laws: payment will be made within 45 days of receipt of an invoice that has been signed/approved by Department that requested quote.

BIDS MAY BE MAILED TO: City of Hattiesburg
 Purchasing Division
 PO Box 1898
 Hattiesburg, MS 39403-1898

or EMAILED TO: twoquote@hattiesburgms.com

or EMAILED TO: slondon@hattiesburgms.com

or FAXED TO THE PURCHASING DEPARTMENT AT 601-545-6661

If you do not intend to bid, please inform us by using one of the methods above.

Your assistance with our bid process is most appreciated.

PURCHASING DEPARTMENT
CITY OF HATTIESBURG

City of Hattiesburg Public Safety Complex
Restroom Accessories

Item (All Bobrick)	Quantity
Grab Bars Bobrick B-5806	
42"	4
36"	1
Two wall toilet compartment Grab Bar (Satin) (B-5897)	21
Trash receptacle (Bobrick 3803)	30
Toilet paper Holders (B-4288)	44
Sanitary Napkin (B-254)	8
Towel bar 24" (B-545)	9
Shower Seat B-918116	4
Baby changing stations KB200 SS	2

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. ☐ Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
				-				-	
OR									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
-----------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



a division of: Anderson Retail, Inc.

PO Box 16055 515 Scooba Street Hattiesburg, MS 39401
Telephone (601) 584-4575 Fax (601) 584-4567
www.andersondesigncenter.com

Member: Associated Builders and Contractors, Inc.
Mississippi Certificate of Responsibility #06096

Email: jhudson@andersondesigncenter.com

PROPOSAL

To: CITY OF HATTIESBURG
PURCHASING DIVISION
HATTIESBURG MS 39403

Date: 1/7/22

Attention:

From: Jeff Hudson

Office: 601-584-4513

Fax #:

Mobile: 601-606-1908

Project: **RE: PUBLIC SAFETY COMPLEX RESTROOM ACCESSORIES BID**

Remarks

Scope of Services

Description
Bobrick Washroom Accessories as listed below:

4 ea 5806X42 Straight Grab Bar 42"
1 ea 5806X36 Straight Grab Bar 36"
21 ea 5897 1-1/4" Two Wall Grab Bar 42 x 54
30 ea 3803 Trash Receptacle
44 ea 4288 Toilet Paper Holders
8 ea 254 Sanitary Napkin Holders
9 ea 545x24 Towel Bar
4 ea 918116R Bariatric Folding Shower Seat
2 ea KB200-01SS Baby Changing Stations

Price

PRICING INCLUDES FREIGHT AND INSTALLATION OF ALL ITEMS EXCEPT GRAB BARS.

**** Delivery Date:** If order is placed today, estimated ship date is 2-25-22, but stock levels can change daily. As soon as order is placed, we can give an accurate ship and delivery date.

**** Pricing is valid for orders placed for shipment by 2/28/22.**

SUBTOTAL:

\$20,998.00

Deposit Required?

Yes

No

X

Deposit % Amount

Sales Tax Exempt

TOTAL for the sum of:

\$20,998.00

NOTE: The pricing for this proposal is based on the entire scope of services.

Any separation of pricing in the scope of services is for the convenience of the addressee of this proposal only. Acceptance and awarding of any part of the scope of services for less than entire scope is subject to Anderson's approval. This proposal is subject to acceptance within 30 days and is void thereafter at the option of the undersigned.

Jeff Hudson

Anderson Commercial Furniture
a division of: Anderson Retail, Inc.

Approved By (Print and Sign)

Addenda or changes seen by Anderson:
Number of pages including this page:

none
1

CITY OF HATTIESBURG
ENGINEERING DEPARTMENT
COVER SHEET

DATE: January 5, 2022

TO: Jeff Hudson, Anderson Design
Center

PHONE: 601-584-4513

EMAIL: jhudson@andersondesigncenter.com

PLEASE READ OUR QUOTE INSTRUCTIONS AND FOLLOW CAREFULLY. QUOTES
MUST BE RETURNED ON OR BEFORE THE DATE AND TIME INDICATED.

DO NOT HESITATE TO CALL **Lamar Rutland** AT **601-545-4540** IF YOU HAVE ANY
QUESTIONS.

THANK YOU,

Sharon Hensarling
Accountant, Engineering Department
601-545-4541
shensarling@hattiesburgms.com

CITY OF HATTIESBURG
TWO-QUOTE BID INSTRUCTIONS

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 Hunter White 610-554-1001

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DELIVERY DATE	DATE

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 Purchasing Division
 PO Box 1898
 Hattiesburg, MS 39403-1898

or EMAILED TO: twoquote@hattiesburgms.com

or EMAILED TO: slondon@hattiesburgms.com

or FAXED TO THE PURCHASING DEPARTMENT AT 601-545-6661

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Your assistance with our bid process is most appreciated.

PURCHASING DEPARTMENT
CITY OF HATTIESBURG

City of Hattiesburg Public Safety Complex
Restroom Accessories

Item (All Bobrick)	Quantity
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36"	1
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Sanitary Napkin (B-254)	8
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Shower Seat B-918116	4
Baby changing stations KB200 SS	2

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send to the IRS.

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	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. ☐ Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
7 List account number(s) here (optional)		

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Social security number	
or	
Employer identification number	

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out Item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, Item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

CITY OF HATTIESBURG
UNADVERTISED BID RESULTS

QQ# 226324

ITEM: FIELD MATERIAL FOR P&R GRNDS

BID #1

WINNING BID

COMPANY GREENPOINT AG HOLDINGS LLC

BID

AMOUNT \$3,748.75

BID #2

COMPANY RICHARDSON ATHLETICS

BID

AMOUNT \$3,985.00

BID #3

COMPANY _____

BID

AMOUNT _____

BID #4

COMPANY _____

BID

AMOUNT _____

THANK YOU FOR SENDING A QUOTE FOR THIS PROJECT.


Sylvester London, DIVISION MANAGER



City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

Bill To 1001
City of Hattiesburg
P.O. BOX 1898
Hattiesburg, MS 39401

Ship To 1008
139 Parkway Blvd.
Hattiesburg, MS 39401

Purchase Order

Fiscal Year 2022 Page 1 of 1

Purchase Order Number **00226324**
Purchase Order Date 01/14/2022
Department PARKS & REC MAINT DIV

FID 64-6000432

Vendor 47024
GREENPOINT AG HOLDINGS, LLC
121 SOMERVILLE RD NE
DECATUR, AL 35601

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
	HATTIESBURG@GREENPOINTAG.COM	47024	226517	Akira Lewis	

NOTES

P&R GRNDS TWO QUOTE FOR FIELD MATERIAL

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	QUANTITY OF 24 - SAF TRAC ELITE (PER TON) SAF-TB GL #: 002300 - 551000	1.0000	EACH	\$1,180.0000	\$1,180.00
2	QUANTITY OF 200- MULEMIX CONDITIONER 816 (50LB BAG) ITEM MMC50 GL #: 002300 - 551000	1.0000	EACH	\$2,300.0000	\$2,300.00
3	QUANTITY OF 25- 5 START PACKING CLAY 50LB BAG ITEM5STAR GL #: 002300 - 551000	1.0000	EACH	\$268.7500	\$268.75

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE. THE PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

City Clerk

Total Ext. Price \$3,748.75
Purchase Order Total \$3,748.75



MAYOR
Toby Barker

COUNCIL - WARD ONE
Jeffrey George

COUNCIL - WARD TWO
Deborah Denard Delgado

COUNCIL - WARD THREE
Carter Carroll

COUNCIL - WARD FOUR
Dave Ware

COUNCIL - WARD FIVE
Nicholas Brown

TO: GREENPOINT

FROM: CITY OF HATTIESBURG

RE: BID REQUEST

DATE: 1/12/2022

This is a request to bid on the purchase on the following recreation material:

1. QTY OF 24- SAFTRAC ELITE (PER TON) ITEM # SAF-TB

\$ 1180.00 TOTAL PRICE

2. QTY OF 200- MULEMIX CONDITIONER 816 (50LB BAG) ITEM # MMCS0

\$ 2300.00 TOTAL PRICE

3. QTY OF 25- 5-STAR PACKING CLAY (50LB BAG) ITEM # 5STAR

\$ 268.75 TOTAL PRICE

All material should be delivered to 139 Parkway Blvd Hattiesburg MS 39401. Delivery must be setup 1 day in advance. **DO NOT INCLUDE FREIGHT CHARGES ON THE BID.** Freight will be added on the purchase order. This is a request to bid on material only. Please return by 3:30pm Friday January 14, 2022.

Vendor Signature:

Mark Columbus



Total Amount \$ 3,748.75⁰⁰



MAYOR
Toby Barker

COUNCIL - WARD ONE
Jeffrey George

COUNCIL - WARD TWO
Deborah Denard Delgado

COUNCIL - WARD THREE
Carter Carroll

COUNCIL - WARD FOUR
Dave Ware

COUNCIL - WARD FIVE
Nicholas Brown

TO: RICHARDSON ATHLETICS

FROM: CITY OF HATTIESBURG

RE: BID REQUEST

DATE: 1/12/2022

This is a request to bid on the purchase on the following recreation material:

1. QTY OF 24- SAF TRAC ELITE (PER TON) ITEM # SAF-TB

\$ 1,560.00 TOTAL PRICE

2. QTY OF 200- MULEMIX CONDITIONER 816 (50LB BAG) ITEM # MMC50

\$ 2,100.00 TOTAL PRICE

3. QTY OF 25- S-STAR PACKING CLAY (50LB BAG) ITEM # SSTAR

\$ 325.00 TOTAL PRICE

All material should be delivered to 139 Parkway Blvd Hattiesburg MS 39401. Delivery must be setup 1 day in advance.
DO NOT INCLUDE FREIGHT CHARGES ON THE BID. Freight will be added on the purchase order. This is a request to bid
on material only. Please return by 3:30pm Friday January 14, 2022.

Vendor Signature:

Total Amount \$3,985.00

CITY OF HATTIESBURG
UNADVERTISED BID RESULTS

OQ# 226386

ITEM: PARKHAVEN HISTORIC ARCH REPAIR

BID #1

WINNING BID

COMPANY B W SULLIVAN BUILDING CONTRACTOR INC

BID

AMOUNT \$47,200.00

BID #2

COMPANY HUB CITY CONSTRUCTION

BID

AMOUNT \$49,950.00

BID #3

COMPANY _____

BID

AMOUNT _____

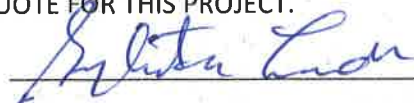
BID #4

COMPANY _____

BID

AMOUNT _____

THANK YOU FOR SENDING A QUOTE FOR THIS PROJECT.



Sylvester London, DIVISION MANAGER



City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

Bill To 1001
City of Hattiesburg
P.O. BOX 1898
Hattiesburg, MS 39401

Ship To 1005
200 Forrest St - 3rd Floor
Hattiesburg, MS 39401

Vendor 47013
B W SULLIVAN BUILDING CONTRACTOR INC
4451 HWY 49
HATTIESBURG, MS 39401

Purchase Order

Fiscal Year 2022 Page 1 of 1

Purchase Order Number **00226386**
Purchase Order Date **01/20/2022**
Department **ECONOMIC DEV**
Required By **01/21/2022**

FID 64-6000432

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
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SCOTT@BWSULLIVAN.COM

47013

226574

Ann Jones

NOTES

PARKHAVEN HISTORIC ARCH REPAIR; 2 QUOTE BID

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	PARKHAVEN ARCH RESTORATION AND REPAIR; FURNISHING ALL LABOR, MATERIAL, EQUIPMENT AND SUPERVISION; SPECS PROVIDED BY SARAH NEWTON; 2 QUOTE BID GL #: 001402 - 604900	1.0000	EACH	\$47,200.0000	\$47,200.00

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE. THE PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

Total Ext. Price \$47,200.00

Purchase Order Total \$47,200.00


City Clerk

B.W. SULLIVAN BUILDING CONTRACTOR, INC.

4451 US Highway 49
Hattiesburg, MS 39401-9305
Office 601-582-2933 Fax 601-582-2049

January 13, 2022

Ann Jones
City of Hattiesburg
Via Email: annjones@hattiesburgms.com

**RE: Parkhaven Arch Restoration
Parkhaven Historic District
Hattiesburg, Mississippi**

Ann,

As requested, we are pleased to provide you the following quote to furnish all labor, materials, equipment and supervision to complete the restoration of the Parkhaven Arch for the sum of:
Forty Seven Thousand Two Hundred Dollars and No Cents - \$47,200.00

This quote is based upon plans provided to our office dated September 17, 2021 as prepared by Sarah Newton Architect, PLLC of Hattiesburg, Mississippi.

We appreciate the opportunity to provide you with this quote. Should you have any questions at all concerning the quote, please feel free to contact me.

Sincerely,



Scott Humphrey
Estimator/Project Manager





Estimate

Date	Estimate #
1/19/2022	2399

Name / Address
City of hattiesburg

Qty	Description	Total
	Repair Parkhaven Archway according to specifications provided by City of Hattiesburg.	49,950.00
Total		\$49,950.00

**All Estimates Subject To Change Based On
Supply/Material Cost Fluctuation**

**Hub City Construction
607 Corinne Street - Suite C6
Hattiesburg, MS 39401**

CITY OF HATTIESBURG
UNADVERTISED BID RESULTS

OQ# 226464

ITEM: KIMBALL AVE PEDESTRIAN BRIDGE REPAIR

BID #1

WINNING BID

COMPANY RYALS CONSTRUCTION LLC

BID

AMOUNT \$28,684.00

BID #2

COMPANY GULF BREEZE CONSTRUCTION

BID

AMOUNT \$68,000.00

BID #3

COMPANY _____

BID

AMOUNT _____

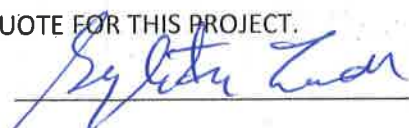
BID #4

COMPANY _____

BID

AMOUNT _____

THANK YOU FOR SENDING A QUOTE FOR THIS PROJECT.


Sylvester London, DIVISION MANAGER



City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

Purchase Order

Fiscal Year 2022

Page 1 of 1

Bill To 1001
City of Hattiesburg
P.O. BOX 1898
Hattiesburg, MS 39401

Ship To 1014
212 West Front St
Centennial Building
Hattiesburg, MS 39401

Purchase Order Number **00226464**
Purchase Order Date **01/26/2022**
Department **ENGINEERING**

FID 64-6000432

Vendor 48485
RYALS CONSTRUCTION L
13376 BYRNES DRIVE
SAUCIER, MS 39574-9315

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
	RRYALS40@BELLSOUTH.NET	48485	226686	Sharon Waits	

NOTES

2-QUOTE KIMBALL AVE PEDESTRIAN BRIDGE - ENG

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	REPAIR KIMBALL AVE PEDESTRIAN BRIDGE PILINGS AS PER ATTACHED PLANS AND SPECIFICATIONS GL #: 097201 - 721008	1.0000	EACH	\$28,684.0000	\$28,684.00

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE. THE PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

Total Ext. Price \$28,684.00

Purchase Order Total **\$28,684.00**


City Clerk

001601

Ryals Construction L.L.C.

13376 BYRNES DR. BRISER, MS. 39594

CUSTOMER'S ORDER NO.		DEPARTMENT	DATE
NAME		1/21/22	
ADDRESS		City of Hattiesburg	
CITY, STATE, ZIP		Hattiesburg MS. Quote	
SOLD BY	CASH	C.O.D.	CHARGE
ON. ACCT.	MDSE. RETD.	PAID OUT	

QUANTITY	DESCRIPTION	PRICE	AMOUNT
1	Quote to repair		
2	Kindall Av. Pedestrian		
3	Bridges as per drawings	\$28,684	
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15	Total	\$28,684	
16			
17			
18	Linnel Ryals	Price Good for 30 days	



RECEIVED BY

228-860-0247



21525 Blackwell Farm Rd.
Saucier, MS 39574
Phone: 228-831-3426
Fax: 228-831-3472

Date: January 21, 2022

RE: Kimball Ave Pedestrian Bridge Pile Encasement Repairs

To: City of Hattiesburg
Purchasing Division
PO Box 1898
Hattiesburg, MS 39403-1898

We appreciate the opportunity to bid the Kimball Ave Pedestrian Bridge Pile Encasement Repairs.

TOTAL BID: \$68,000.00

Price expiration: February 11th, 2022

Delivery Date: Job can be started any time after award

This proposal does NOT include any bond or testing services.

Sincerely,

Logan Main
General Manager
228-234-1912

CITY OF HATTIESBURG
TWO-QUOTE BID INSTRUCTIONS

Please find attached specifications for: Kimball Ave Pedestrian Bridge Pile
Encasement Repairs

Contractor shall repair pile encasements for the Kimball Avenue Pedestrian Bridge as per the
attached plans and specifications.

Bids are due in the Purchasing Department NO LATER THAN 5:00 P.M. ON: 01/21/2022

Contact Person(s): Lamar Rutland 601-545-4540 or 601-606-2077

AS REQUIRED BY LAW TO PROVIDE CONTINUITY OF THE BID PROCESS, ALL BIDS MUST HAVE:

PRICE
PRICE EXPIRATION DATE
DELIVERY DATE

TOTAL BID PRICE
SIGNATURE OF AUTHORIZED BIDDER
DATE

Payment terms are set by the State of Mississippi Purchasing Laws: payment will be made within 45 days of receipt of an invoice that has been signed/approved by Department that requested quote.

BIDS MAY BE MAILED TO: City of Hattiesburg
Purchasing Division
PO Box 1898
Hattiesburg, MS 39403-1898

or EMAILED TO: twoquote@hattiesburgms.com

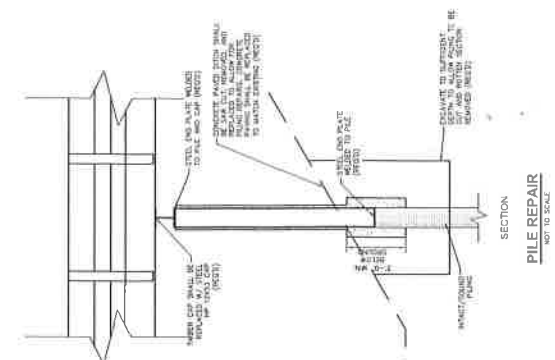
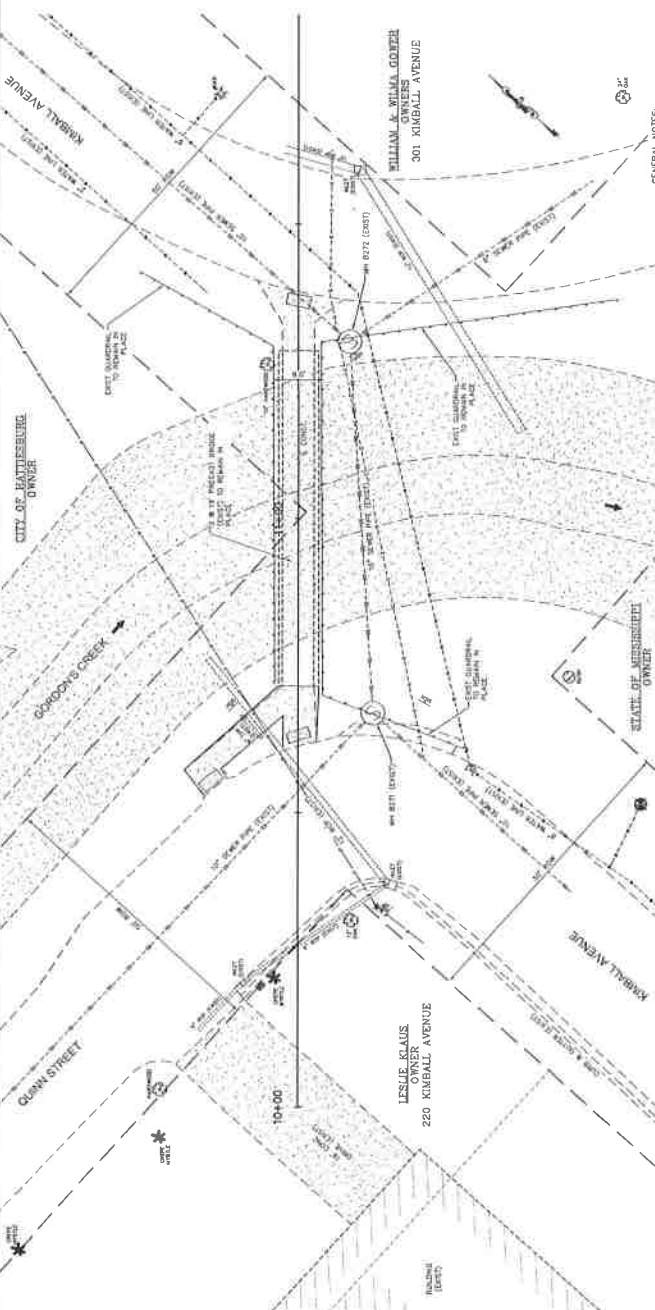
or EMAILED TO: slondon@hattiesburgms.com

or FAXED TO THE PURCHASING DEPARTMENT AT 601-545-6661

If you do not intend to bid, please inform us by using one of the methods above.

Your assistance with our bid process is most appreciated.

PURCHASING DEPARTMENT
CITY OF HATTIESBURG



SPICE ENCASEMENT DETAILS
NOT TO SCALE

SECTION

PILE REPAIR
NOT TO SCALE

SECTION

GENERAL NOTES:

1. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH ALL LOCAL, STATE, AND FEDERAL CODES.
2. THIS PROJECT SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION (DOT) STANDARD SPECIFICATIONS FOR ROADS AND BRIDGE CONSTRUCTION, LATEST EDITION.
3. THE CONTRACTOR SHALL KEEP A SET OF PRINTS OF THE PROJECT ON THE JOB SITE SHOWING THE ACCURATE MEASUREMENTS AND ELEVATIONS OF THE AS-BUILT SYSTEM. THIS DATA WILL BE COLLECTED AND PUT ON THE DRAWINGS DURING CONSTRUCTION. DEVIATIONS FROM THESE PLANS AND NOTES WITHOUT PRIOR WRITTEN CONSENT OF THE ENGINEER WILL BE UNACCEPTABLE.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLETING THE ENTIRE PROJECT.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CONSTRUCTION STAKING AND THE LOCATION OF THE PROJECT. CONTROL COORDINATE SYSTEM AND ELEVATION ARE SHOWN ON THE PLAN SHEET.
6. THE CONTRACTOR SHALL VERIFY AND/OR REESTABLISH ALL CENTERLINES AS DERIVED ON THESE PLANS AND SPECIFICATIONS.
7. INVESTIGATIONS.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL MATERIAL TESTING BY AN INDEPENDENT LABORATORY APPROVED BY THE ENGINEER.
9. THE CONTRACTOR IS RESPONSIBLE FOR THE LOCATION AND PROTECTION OF ALL UTILITIES WITHIN THE WORK AREA.
10. THE CONTRACTOR SHALL BEAR FULL RESPONSIBILITY FOR FINISHING THE CONSTRUCTION PLAN.
11. UTILITIES SHALL BE RELOCATED BY THE UTILITY OWNERS, WHERE CONFLICT WITH CONSTRUCTION OCCURS, UNLESS NOTED OTHERWISE. CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES, PIPES, AND LINES THAT MAY BE REQUIRED BY THE UTILITY OWNERS.
12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE VERIFICATION OF ALL EXISTING TOPOGRAPHIC DATA, LOCATION, AND PROTECTION OF ALL EXISTING UTILITIES WITHIN THE WORK AREA. ANY CONFLICT SHALL BE COORDINATED WITH THE CONTRACTOR'S ENGINEER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INFORMATION TO COMPLETE OR ACCURATE.
13. ALL CULVERT CROSS DRAINS AND SIDE DRAINS SHALL BE PROTECTED.
14. PROPER MAINTENANCE OF STREETS, INCLUDING DUST CONTROL, SHALL BE STRICTLY ENFORCED.
15. MAINTENANCE OF TRAFFIC SHALL BE IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (LATEST EDITION).
16. THE CONTRACTOR SHALL HAVE A COMPETENT AND EXPERIENCED SUPERINTENDENT ON THE SITE AT ALL TIMES. THE SUPERINTENDENT SHALL NOT OPERATE EQUIPMENT WHILE THE SITE AT ALL TIMES THE SUPERINTENDENT SHALL STOP IF THE ASSIGNED PROJECT SUPERINTENDENT IS NOT ON THE SITE.
17. ALL EXISTING STREET SIGNAGE CONFLICTING WITH CONSTRUCTION SHALL BE REMOVED DURING CONSTRUCTION. REPLACED AFTER CONSTRUCTION AND SHALL BE CONSIDERED THE PROPERTY OF THE CONTRACTOR.
18. ALL EXISTING UTILITIES SHALL BE USED ON ALL CONSTRUCTION AND TRAFFIC SLOPS EXCEPT FOR THOSE DESIGNATED IN PLANS TO BE BLACK LEGEND AND BARRIER ON WHITE BACKGROUND.
19. CEMENT SHALL BE HARROW PROFILE WITH A MINIMUM HEIGHT OF 3/8 INCHES AND A MINIMUM WIDTH OF 1/2 INCHES. THE CEMENT SHALL BE HARROW PROFILE WITH A MINIMUM HEIGHT OF 3/8 INCHES AND A MINIMUM WIDTH OF 1/2 INCHES. THE CEMENT SHALL BE HARROW PROFILE WITH A MINIMUM HEIGHT OF 3/8 INCHES AND A MINIMUM WIDTH OF 1/2 INCHES.
20. ALL DISTURBED AREAS SHALL BE TREATED WITH SOLO 500 (CENTRE).
21. EXISTING UNDERGROUND UTILITY LINES ARE SHOWN ON THE DRAWINGS BASED UPON THE BEST INFORMATION PROVIDED TO THE ENGINEER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL COORDINATE DIRECTLY WITH THE INVOLVED UTILITY OWNERS TO HAVE UNDERGROUND UTILITY LINES FIELD LOCATED IN ADVANCE OF CONSTRUCTION.
22. ANY DAMAGE TO PAVED ROADS OR DRIVEWAYS, WHICH ARE OUTSIDE OF THE PROJECT, SHALL BE REPAIRED IN ACC. AT THE CONTRACTOR'S EXPENSE.
23. THE CONTRACTOR SHALL REMOVE EXISTING PAVEMENT STRUCTURES, SOILS, AND OTHER MATERIALS THAT ARE NOT REQUIRED FOR THE PROJECT. ALL EXISTING PAVEMENT SHALL BE SCORED AND SHALL BE DISPOSED OF OFF SITE AT THE CONTRACTOR'S EXPENSE.
24. PRIOR TO BEGINNING OF ANY EXCAVATION, ALL EXISTING PAVEMENT SHALL BE SCORED OR SAW CUT TO A DEPTH SUCH THAT A STRAIGHT AND UNIFORM VERTICAL EDGE IS OBTAINED. THEN A SECOND CUT SHALL BE REQUIRED PRIOR TO ASPHALT OR CONCRETE PAVING. ALL ASPHALT OR CONCRETE SHALL BE REMOVED FROM THE EXCAVATION AREA.
25. WORK FOR THE PROJECT REQUIRES EXCAVATION IN THE IMMEDIATE VICINITY OF TRAFFIC AND ADJACENT PROPERTIES. THEREFORE, THE RISK OF A FAILURE OCCURRING DURING EXCAVATION REQUIRES THAT EXTREME CAUTION BE EXERCISED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING ADJACENT PROPERTIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING ADJACENT PROPERTIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING ADJACENT PROPERTIES.
26. PRIOR TO COMPLETION OF THE PROJECT, THE CONTRACTOR SHALL REMOVE ALL EXCAVATION, SOIL, AND DEBRIS FROM PAVEMENT OR CURBS WITHIN THE PROJECT UNITS.
27. CONCRETE MIX DESIGN SHALL BE SUBMITTED FOR THE ENGINEER'S APPROVAL.
28. ALL MATERIALS FOR THIS PROJECT SHALL BE A PRODUCT OF THE USA.
29. THE CONTRACTOR SHALL HAVE A COMPETENT AND EXPERIENCED SUPERINTENDENT ON THE SITE AT ALL TIMES. THE SUPERINTENDENT SHALL NOT OPERATE EQUIPMENT WHILE THE SITE AT ALL TIMES THE SUPERINTENDENT SHALL STOP IF THE ASSIGNED PROJECT SUPERINTENDENT IS NOT ON THE SITE.

PEDESTRIAN BRIDGE REPAIRS
CITY OF HATTIESBURG, MISSISSIPPI



SCALE: 1"=10' H, 1"=4' V
SHEET 1 OF 1

CITY OF HATTIESBURG
UNADVERTISED BID RESULTS

OQ# 226470

ITEM: CYLANCE RENEWAL

BID #1

WINNING BID

COMPANY METRIX SOLUTIONS

BID

AMOUNT \$6,718.25

BID #2

COMPANY UNIFIED CONNEXIONS INC

BID

AMOUNT \$9,423.00

BID #3

COMPANY _____

BID

AMOUNT: _____

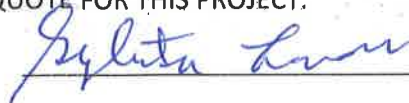
BID #4

COMPANY _____

BID

AMOUNT _____

THANK YOU FOR SENDING A QUOTE FOR THIS PROJECT.



Sylvester London, DIVISION MANAGER



City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

Bill To 1001
City of Hattiesburg
P.O. BOX 1898
Hattiesburg, MS 39401

Ship To 1002
200 Forrest St - 1st Floor
Hattiesburg, MS 39401

Vendor 3583
METRIX SOLUTIONS
1888 MAIN STREET, STE C #117
MADISON, MS 39110

Purchase Order

Fiscal Year 2022

Page 1 of 1

Purchase Order Number **00226470**
Purchase Order Date **01/26/2022**
Department **INFORMATION TECHNOLOGY**

FID 64-6000432

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
	HARRISONPARTRIDGE@PILEUM.COM	3583	226507	Sherry Brown	

NOTES

TWO QUOTE - CYLANCE RENEWAL - IT DEPT

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	R PROMSP100 - CYLANCE PROTECT: 200 TO 499 ENDPOINTS GL #: 001091 - 603500	349.0000	EACH	\$19.2500	\$6,718.25

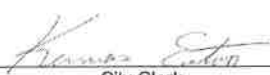
SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE. THE PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

Total Ext. Price

\$6,718.25

Purchase Order Total

\$6,718.25


City Clerk

COH - Cylance Renewal: 1 Year - 2021-12-8

Prepared by:

Metrix Solutions

Harrison Partridge

601-863-0086

Fax 601-510-9718

harrisonpartridge@pileum.com

Prepared for:

City of Hattiesburg

200 Forrest Street

Hattiesburg, MS 39401

Robert Friend

rfriend@hattiesburgms.com

(601) 545-4561

Quote Information:

Quote #: 051048

Version: 1

Delivery Date: 12/08/2021

Expiration Date: 01/07/2022

Quote Summary

Description	Amount
Cylance Recurring Cost (Gov / Edu / Non-Profit Pricing)	\$6,718.25
Total:	\$6,718.25

Recurring Expenses Summary

Description	Amount
Cylance Recurring Cost (Gov / Edu / Non-Profit Pricing)	\$6,718.25
Recurring Total:	\$6,718.25

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Signature _____

Date _____



Cylance Recurring Cost (Gov / Edu / Non-Profit Pricing)

Item	Description	Recurring	Price	Qty	Ext. Recurring	Ext. Price
	Cylance - Annual Pricing					
RPROMSP100	CylancePROTECT: 200 to 499 endpoints - Price Per Device Per Year	\$19.25	\$19.25	349	\$6,718.25	\$6,718.25

Recurring Subtotal: **\$6,718.25**

Subtotal: **\$6,718.25**





Unified ConneXions, Inc.
100 Executive Court Suite 3
Waxahachie TX 75165
United States

Quote

#1606

1/21/2022

Bill To Robert Friend
City of Hattiesburg
200 Forrest Street
Hattiesburg, MS
39401

TOTAL

\$ 9,423.00

Expires		Payment Terms	Title	Sales Rep	
2/25/2022		NET30	City of Hattiesburg - BlackBerry PROTECT - 1 YR	Sales Team	
Qty	Item	Description		Rate	Amount
349	CYL-MSSP-B-1-SLE	BlackBerry PROTECT MSSP 1,001-2,500-SLED/GOV - 1 YR		\$27.00	\$ 9,423.00

Subtotal \$ 9,423.00

Tax Total (0%) \$0.00

Total \$ 9,423.00

HVE/UCX is a TIPS authorized vendor. TIPS Contract #200105.



1606



Unified ConneXions, Inc.
100 Executive Court Suite 3
Waxahachie TX 75165
United States

Quote

#1606

12/10/2021

Unified ConneXions / HVE ConneXions Sales Terms & Conditions

AGREEMENT. These Sales Terms and Conditions apply to any proposal or quotation rendered to a buyer ("Buyer") by HVE Inc., dba Unified ConneXions Inc. or HVE ConneXions LLC, as applicable ("UCX/HVE") and any purchase order (a "P.O.") for products and/or services, unless the parties expressly agree in writing to the contrary. Any terms or conditions stated by Buyer in any order or other document that are different from, or in addition to, these terms and conditions will be of no force and effect and are expressly rejected. UCX/HVE is not obligated to accept any P.O. from Buyer. Once a P.O. is accepted in writing by UCX/HVE, Buyer's order cannot be canceled or amended without the written consent of UCX/HVE.

DELIVERY, TITLE AND RISK OF LOSS. Shipping dates provided by UCX/HVE are estimates only. Delivery terms for all products will be FOB ExWorks UCX/HVE's warehouse or designated delivery point. Title and risk of loss or damage to the product will pass from UCX/HVE to Buyer when the products are released to a carrier at UCX/HVE's warehouse or designated delivery point. Notwithstanding the above, Buyer receives a license only to any software included in the products pursuant to any applicable license agreement, and the title and ownership to any such software will remain with UCX/HVE or its licensors and will not transfer to Buyer.

INSPECTION; Buyer will inspect and reject all items of defective products within 10 days after the date of Buyer's receipt thereof. If Buyer fails to effectively reject any defective product in a written document delivered to UCX/HVE within such 10-day period, Buyer will be deemed conclusively to have accepted such product. Any rejected products must remain in the boxes in which they were shipped and Buyer must notify UCX/HVE immediately to arrange a product return.

NO RETURNS. Buyer acknowledges that products are not returnable for any reason, except at the sole discretion of UCX/HVE.

PRICE AND PAYMENT TERMS. The prices do not include any applicable sales, use, value-added, excise and/or withholding taxes or any customs duties; fees; or import fees. UCX/HVE may invoice Buyer for products purchased upon their release to a carrier at UCX/HVE's warehouse or designated delivery point and whether a whole or partial delivery. Unless other terms are agreed to in UCX/HVE's Sales Order Acknowledgement, Buyer will pay no later than 30 days from the invoice date. Buyer will pay to UCX/HVE a late charge on any past due amounts at the rate of 1.5% per month or part thereof or the maximum amount permitted by law, whichever is less. Buyer hereby waives any existing and future claims and offsets against payments due for the purchase of any and all product and agrees to pay all amounts due regardless of any such offset or claim. Buyer represents that Buyer is solvent and able to pay its obligations as they become due. In the event of Buyer's default on any payment when due, or death, bankruptcy, attachment or levy against Buyer or Buyer's property, UCX/HVE shall without notice be entitled to the entire amount then due, and such entire amount shall become immediately due and payable.

SECURITY INTEREST. Buyer hereby grants UCX/HVE, and UCX/HVE hereby retains, a purchase money security interest and lien on the products, wherever located, and all replacements, parts or proceeds of the products, until the invoice for the applicable products is paid in full, including any late charges and costs of collection. Buyer consents to UCX/HVE's use of this Agreement, as well as product invoices, as financing statements for protecting this security interest and appoints UCX/HVE as Buyer's agent for service of process.

WARRANTY & DISCLAIMER. UCX/HVE'S EXPRESS WARRANTY OBLIGATIONS ARE ONLY AS SET FORTH IN ITS STANDARD LIMITED WARRANTY TO END USERS. UCX/HVE HEREBY DISCLAIMS ANY IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR AGAINST INFRINGEMENT. IN NO EVENT WILL UCX/HVE BE LIABLE TO BUYER FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS, LOST SAVINGS, OR OTHER INCIDENTAL DAMAGES. THE ENTIRE LIABILITY OF UCX/HVE TO BUYER, AND THE SOLE AND EXCLUSIVE REMEDY OF BUYER, FOR ANY CLAIM OR CAUSE OF ACTION ARISING HEREUNDER (WHETHER IN CONTRACT, TORT, OR OTHERWISE) WILL NOT EXCEED THE PURCHASE PRICE PAID FOR THE PRODUCT WHICH IS THE SUBJECT OF SUCH CLAIM OR CAUSE OF ACTION.

INDEPENDENT CONTRACTORS. Buyer and UCX/HVE are independent contractors. Neither party will make any warranties or representations or assume any obligations on the other party's behalf. Neither party is, nor will claim to be, a legal representative, partner, franchisee, agent or employee of the other party.

INTELLECTUAL PROPERTY. Except for any Software included as part of the products, which remains subject to the terms of any license agreement related thereto, UCX/HVE does not convey to Buyer any license or any other intellectual property rights in such products, including but not limited to any rights under any patent, trademark, copyright, or trade secret. Buyer will not, directly or indirectly, disassemble, decompile, reverse engineer, or analyze the physical construction of, any of the products for any purpose.

EXPORT LAWS. Buyer will at all times comply with all applicable laws, including the export laws of the United States. Buyer acknowledges that the products are subject to U.S. export control laws. Buyer therefore represents and agrees that it will not, export, re-export any such products to any destination, person or entity prohibited or restricted under all applicable law.

DISPUTES. The Agreement will be governed by the laws of the State of Texas, U.S.A., without regard to conflict of law principles. Buyer will pay any of UCX/HVE's attorneys' fees incurred in the enforcement of this Agreement, including collecting any amounts owed by Buyer. The parties hereby consent to the exclusive jurisdiction and venue of the state or federal courts in Santa Clara County, California.

MISCELLANEOUS PROVISIONS. If any provision of this Agreement is void or unenforceable, the remainder of this Agreement will remain in full force and will not be terminated. UCX/HVE will not be liable for any delays resulting from circumstances or causes beyond its reasonable control. No addition to or modification of this Agreement will be effective unless made in writing and executed by the parties hereto. Any delay or failure to enforce at any time any provision of the Agreement will not constitute a waiver. The rights and remedies expressly provided to UCX/HVE herein are not exclusive, but are cumulative. Buyer will not assign this Agreement or any right or interest under this Agreement without UCX/HVE's prior written consent. Any attempted assignment without consent will be void. All notices must be in writing and delivered by certified mail (return receipt requested), overnight, courier, or facsimile with confirmation.





Memorandum

To: Mayor Toby Barker and Members of City Council
From: Kermas Eaton, City Clerk, Jennifer Shows, Grants Coordinator
cc: Kermas Eaton, City Clerk
Date: Tuesday, February 8, 2022
Re: Acknowledge publication of Notice of Public Hearing for the 2021 Consolidated Annual Performance and Evaluation Report (CAPER).
File Number: 2022-72
Minute Book #

Summary

Acknowledge publication of Notice of Public Hearing for the 2021 Consolidated Annual Performance and Evaluation Report (CAPER)

Recommendation Statement

I recommend approval of this item.

Please place this on the February 8, 2022 City Council meeting for consideration.

**NOTICE OF AVAILABILITY, PUBLIC HEARING, AND
PUBLIC COMMENT PERIOD REGARDING:
2021 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT FOR
HOUSING AND COMMUNITY DEVELOPMENT PROGRAMS**

ATTENTION: ALL HATTIESBURG, MISSISSIPPI RESIDENTS

The City of Hattiesburg, Mississippi, as required by the U.S. Department of Housing and Urban Development, has prepared a DRAFT 2021 Consolidated Annual Performance and Evaluation Report (CAPER). The report provides details on the activities proposed and completed during the 2021 program year using Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME) entitlement funds.

Beginning February 10, 2022, a draft report will be available for review at:
www.hattiesburgms.com/community-development and between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, through March 9, 2022 at the following locations:

City Hall
200 Forrest Street
City Clerk's Office
Hattiesburg, MS 39401

Hattiesburg Public Library
329 Hardy Street
Hattiesburg, MS 39401

Forrest County Court House
641 Main Street
Hattiesburg, MS 39401

Jackie Dole Sherrill
Community Center
220 W. Front Street
Hattiesburg, MS 39401

C.E. Roy Community Center
300 East 5th Street
Hattiesburg, MS 39401

NOTICE is hereby given that A Public Hearing will be held Wednesday, March 9, 2022 at 5:30 p.m. at the Train Depot, 308 Newman Street, to afford an opportunity for stakeholders and residents to provide feedback and comments related to the proposed plan.

Additionally, comments related to the performance report may be mailed to the attention of Petra Wingo at the City of Hattiesburg, Community Development Division, P.O. Box 1898, Hattiesburg, Mississippi 39403-1898, or delivered to City Hall, First Floor, Community Development Division, 200 Forrest Street. Written comments may also be emailed to pwingo@hattiesburgms.com. Related comments should be delivered by February 16, 2022.

Questions may be directed to the Department of Urban Development at (601) 545-4558. To ensure compliance with the Americans with Disabilities Act (ADA), persons with disabilities that require aids or services to participate may contact the Department of Urban Development at (601) 554-1006; or e-mail cdbg@hattiesburgms.com in advance of meetings to for arrangements.

PUBLISH in the Legal Section: Thursday, February 10, 2022



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, February 8, 2022

Re: Acknowledge receipt of fully executed and recorded warranty deed for property identified as Forrest County Tax Parcel No. 2-029P-10-301.00 (PPIN 019193) acquired for the Hall Avenue East Overpass Project.
File Number: 2022-64
Minute Book #

Summary

Acknowledge receipt of fully executed and recorded warranty deed for property identified as Forrest County Tax Parcel No. 2-029P-10-301.00 (PPIN 019193) acquired for the Hall Avenue East Overpass Project.

Recommendation Statement

I recommend approval of this item.

Please place this on the February 8, 2022 City Council meeting for consideration.



DEED

Bk:1383 Page:190-192

RCD: 12/14/2021 @ 1:34:27:PM

FORREST COUNTY, MS

LANCE C. REID CHANCERY CLERK

Prepared by and Return to:

Joseph R. Tullos, MSB 102664
Jackson, Tullos & Rogers, PLLC
Post Office Box 15517
Hattiesburg, MS 39404-5517
(601) 264-3309

Grantee Address:

City of Hattiesburg
Dept of Engineering
P. O. Box 1898
Hattiesburg, MS 39403-1898
Phone: (601) 545-4540

Grantor Address:

Stone Properties, LLC
720 James Street
Hattiesburg, MS 39401
Phone: 513-509-1635

WARRANTY DEED

STATE OF MISSISSIPPI
COUNTY OF FORREST

INDEXING INSTRUCTIONS: Lots 9 and 10 of Block 122 of the Kamper and Whinery Subdivision No. 2, Hattiesburg, Forrest County, Mississippi

FOR AND IN CONSIDERATION of the sum of Twenty Thousand and 00/100 Dollars (\$20,000.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby irrevocably acknowledged, I, the undersigned, hereby grant, bargain, sell, convey and warrant unto the City of Hattiesburg, Mississippi, a municipal corporation, the following described land:

SEE EXHIBIT "A" WHICH IS ATTACHED HERETO AND MADE A PART HEREOF AS IF FULLY COPIED AND SET OUT AT LENGTH IN WORDS AND FIGURES HEREIN.

Initial *JRT JWS*

Project No. 108639-801000 / FBLD-8769-00(001)
County Tax Parcel No: 2-029P-10-301.00

This conveyance is less and except all oil, gas and other minerals which may be produced through a well bore in accordance with Section 11-27-85 of the Mississippi Code.

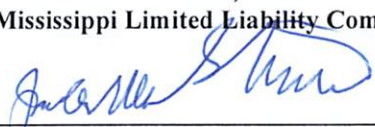
It is further understood and agreed that the consideration herein named is in full, complete and final payment and settlement of any claims or demands for damage accrued, accruing, or to accrue to the Grantor herein, his heirs, assigns, or legal representatives, for or on account of the construction of the proposed project, change of grade, water damage, and/or any other damage, right or claim whatsoever.

It is further understood and agreed that this instrument constitutes the entire agreement between the Grantor and the Grantee, there being no oral agreements or representations of any kind.

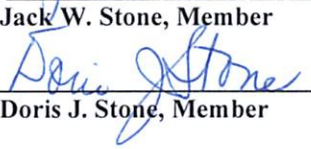
WITNESS THE SIGNATURE of the Grantor on this, the 14th day of December, A.D., 2021.

GRANTOR:

STONE PROPERTIES, LLC
A Mississippi Limited Liability Company by



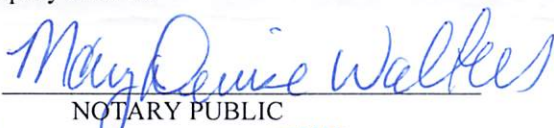
Jack W. Stone, Member



Doris J. Stone, Member

STATE OF MISSISSIPPI
COUNTY OF LAMAR

Personally appeared before me, the undersigned authority in and for the said county and state, on this 14th day of December, 2021, within my jurisdiction, the within named, Jack W. Stone and Doris J. Stone, who acknowledged that he/she is each a member of STONE PROPERTIES, LLC, a Mississippi member-managed limited liability company, and that for and on behalf of the said company, and as its act and deed, he/she executed the above and foregoing instrument, after first having been duly authorized by said company so to do.



NOTARY PUBLIC

My commission expires: July 15, 2022



Initial DJS gws

Project No. 108639-801000 / FBLD-8769-00(001)
County Tax Parcel No: 2-029P-10-301.00

EXHIBIT "A"

LEGAL DESCRIPTION

Stone Properties, LLC

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

Lot 10 and the South 35 feet of Lot 9 of Block 122 of the Kamper and Whinnery Survey of the City of Hattiesburg, Forrest County, Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, being the same property as that described as Parcel No. 2-029P-10-301.00 on the Forrest County Land Assessment Roll, the property conveyed hereby being also sometimes described as beginning at the Southwest corner of said block, which is the point of intersection of the Eastern side of Bay Street with the Northern side of Hall Avenue and run North along Bay Street 100 feet, thence run East parallel with Hall Avenue 210 feet, thence run South parallel with Bay Street 100 feet, thence run West 210 feet to the Point of Beginning.

Together with any improvements thereon and appurtenances thereunto belonging.

LESS AND EXCEPT any of the oil, gas, and other minerals of like kind and character in, on, and under the above described property which have been heretofore excepted, reserved, or conveyed by prior owners in the chain of title.

Initial

LSH JWS

Project No. 108639-801000 / FBLD-8769-00(001)
County Tax Parcel No: 2-029P-10-301.00

PPIN 019193



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Lamar Rutland
cc:
Date: Tuesday, February 8, 2022
Re: Acknowledge receipt of Drainage Easement from Cascades Homeowners Association, Inc. for all of Lot K of Cascades Subdivision, Phase I.
File Number: 2022-71
Minute Book #

Summary

Acknowledge receipt of Drainage Easement from Cascades Homeowners Association, Inc. for all of Lot K of Cascades Subdivision Phase I.

Recommendation Statement

I recommend approval of this item.

Please place this on the February 8, 2022 City Council meeting for consideration.

Grantee, prepared by and return to:

City of Hattiesburg

Department of Engineering

Post Office Box 1898

Hattiesburg, Mississippi 39403-1898

Phone: (601) 545-4540

Account No.:**Grantor's Address:**

Cascades Homeowners Association, Inc.

Post Office Box 422

Hattiesburg, Mississippi 39403

Phone:

Account No.:

DRAINAGE EASEMENT**INDEXING INSTRUCTIONS:**

All of Lot K of Cascades Subdivision, Phase I, as shown in the plat thereof on file and of record in the Office of the Chancery Clerk of Forrest County, Mississippi

STATE OF MISSISSIPPI
COUNTY OF FORREST
CITY OF HATTIESBURG

DRAINAGE EASEMENT

For and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, including the benefits to be derived herefrom **CASCADES HOMEOWNERS ASSOCIATION, INC.**, does hereby grant and convey unto the **CITY OF HATTIESBURG**, a municipal corporation, an easement over, across and upon a parcel of real property, for the construction and maintenance of drainage facilities over and across the following described property located in the City of Hattiesburg, Forrest County,

All of Lot K of Cascades Subdivision, Phase I, as shown in the plat thereof on file and of record in the Office of the Chancery Clerk of Forrest County, Mississippi, at Plat Hook B, Slide 85.

AND

All that part of the North 25 feet of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, Section 19, Township 4 North, Range 13 West, located within the boundary of Cascades Subdivision, Phase I, as shown as "Common Area and Buffer" on the plat thereof on file and of record in the Office of the Chancery Clerk of Forrest County, Mississippi, at Plat Hook B, Slide 85.

We fully understand that we have the right to receive just compensation for the real property herein described based on an appraisal of said property. We hereby waive our right to just compensation and donate the use of real property herein described to the City of Hattiesburg. We further understand that we have the right to request that a fair market value appraisal of the property be made and we hereby waive that right.

The Grantee herein is given the right to do whatever may be necessary on property for the enjoyment of the rights herein granted, including the right of ingress and egress and the right

to clear said right-of-way so selected of such shrubs, trees and other vegetation as may be necessary.

WITNESS (MY) (OUR) SIGNATURE(S) on this the 6th day of Jan.,
A.D., 2022.



Signature

1-6-22

Date



Signature

1-6-22

Date

Signature

Date

STATE OF MISSISSIPPI
COUNTY OF Forrest

Personally appeared before me, the undersigned authority in and for the said county and state, on this 6th day of January, 2022, within my jurisdiction, the within named, Ryan Moore
Jennifer Weismann and _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed in the above and foregoing instrument and acknowledged that (he) (she) (they) executed the same in (his) (her) (their) representative capacity(ies), and that by (his) (her) (their) signature(s) on the instrument, and as the act and deed of the person(s) or entity(ies) upon behalf of which (he) (she) (they) acted, executed the above and foregoing instrument, after first having been duly authorized so to do.



SEAL

Given Wills By: Rebecca Price
NOTARY PUBLIC

My commission expires 1/6/24.



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Peggy Sealy, Chief of Police

cc: Kermas Eaton, City Clerk, Lisa Hanson

Date: Tuesday, February 8, 2022

Re: Acknowledge receipt of a donation from the Hattiesburg Moose Lodge #1804 of One (1) Anafi Thermal USA Drone to the Hattiesburg Police Department with a value of \$5000.00.
File Number: 2022-51
Minute Book #

Summary

This memo is to request Council approval for the donation of an Anafi Thermal USA Drone for a total cost of \$5,000.00. This drone will be purchased by the Hattiesburg Moose Lodge #1804 for the Hattiesburg Police Department.

Recommendation Statement

I am recommending approval of this donation

Please place this on the February 8, 2022 City Council meeting for consideration.



THE CITY OF HATTIESBURG

One of America's Great Small Cities!

MEMORANDUM

TO: Mayor and Council

FROM: Chief Peggy Sealy 

DATE: January 24, 2022

RE: Hattiesburg Moose Lodge #1804 donation

This memo is to request Council approval for the donation of an Anafi Thermal USA Drone for a total cost of \$5,000.00. This drone will be purchased by Hattiesburg Moose Lodge #1804 for the Hattiesburg Police Department.

PS/tl

Attachment

Hattiesburg Moose Lodge# 1804

308 West Hills Dr
Hattiesburg, MS. 39402

Phone: 601-264-7069

Fax: 601-264-2815

1/22/2022

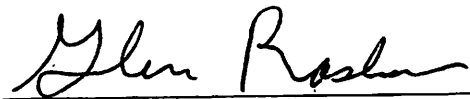
To whom it may concern:

Hattiesburg Police Department
Chief Peggy Sealy
RE: Drone Donation

This is to state that the Hattiesburg Moose Lodge #1804, would like to donate an Anafi Thermal USA Drone, being the value of \$5,000, purchased from Earl Dudley LLC, to the Hattiesburg Police Department.

We appreciate all the work you all do for us and the community, and are happy to make this donation to the department.

Sincerely,



Glenn Rasberry / Administrator

Hattiesburg Moose Lodge #1804

Security features are included. Details on back.

Hattiesburg Moose Lodge # 1804
308 W Hills Drive
Hattiesburg, MS 39402
601-264-7069

FIRST SOUTHERN BANK
85-7091/2653

011778

01/17/2022

*Pay to the
Order of*

Earl Dudley LLC

\$ **5,000.00

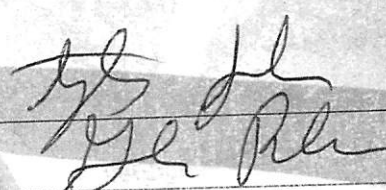
Five thousand and 00/100*****

Dollars

Earl Dudley LLC

Memo

Donation for Drone



⑈011778⑈ ⑆265370915⑆ 610 673 6⑈

Hattiesburg Moose Lodge # 1804/308 W Hills Drive

011778

01/17/2022

Earl Dudley LLC

Donation for Drone

5,000.00

Cash:General Checking - Cash

Donation for Drone

5,000.00

ANAFI USA

WHITE PAPER

V1.5.2



JULY 27, 2020
PARROT DRONES

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ANAFI USA in a glance

- 32x zoom
- 2 21Mp cameras (wide, telephoto)
- FLIR Boson® 320x256 IR camera
- 5-axes hybrid stabilization
- Compact: 228x101x76 mm
- Lightweight: 501 grams
- 32 minutes flying time
- IP53: dust and water resistant
- Discreet: 79 dB at 1 m height
- Speed: 14,7 m/s
- Operating temperature range: -35 °C à 43 °C
- Service ceiling: 6 000 m
- Video: 4K
- Deployed in less than a minute
- Hand-launch
- Hand landing



Conception

Key characteristics

- Ultra-lightweight: 501 g
- Folded (228x101x76 mm), ANAFI USA is ultraportable
- Functions in IP53 conditions for at least 32 minutes, a full battery flight



Unfolded (L x l x h)	282x373x84 mm
Folded (L x l x h)	246x104x82 mm
Weight	501 g
Unfolding	55 seconds
Operating temperature range	-35 °C/43 °C
Protection against solids/liquids	IP53

Compactness

Compact and lightweight, ANAFI USA weighs in 501 g for a 1.7-liter volume. ANAFI USA can be transported in a backpack or a case.

Fig. 1: Illustration of the compactness of ANAFI USA

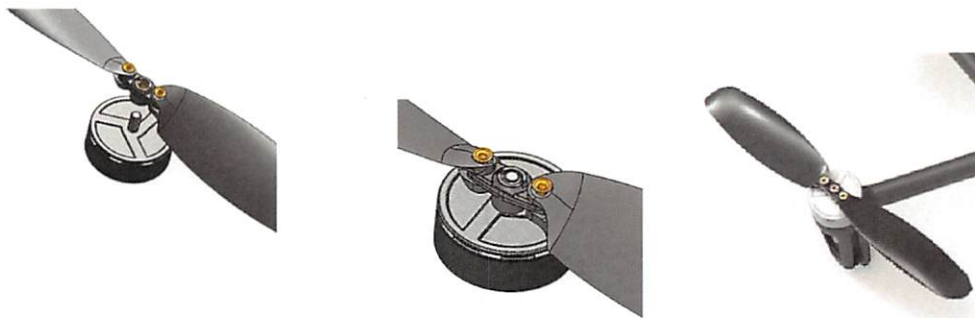


ANAFI USA is the most compact drone of its category on the enterprise and military segments.

ANAFI USA unfolds in 3 seconds (Fig. 2: . Its propeller blades system reduces its clutter, contrary to fixed pitch propellers.

Fig. 2: Unfolding cinematic

Propeller replacement requires no tool: they just screw in the direction opposite to that of the rotation of motors, without risk of losing small mobile parts.

Fig. 3: Quick propeller install

Ruggedness

The mechanical structure of ANAFI USA is mainly made of polyamid, reinforced with carbon fiber and streamlined using hollow glass beads.

ANAFI USA motors are protected from dust, sand and rain by lateral vent-equipped covers, that enable the dispelling of heat.

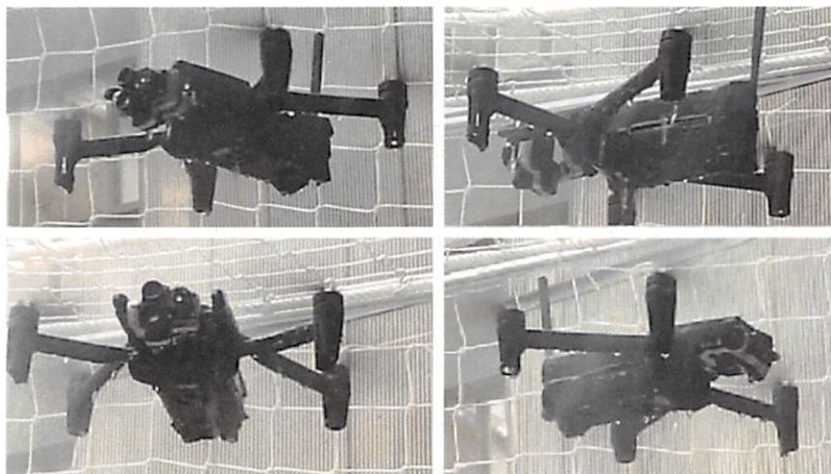
Fig. 4: Motor covers

ANAFI USA's vertical camera and ultrasonar are protected from the rain by a collar which shelters both sensors.

Fig. 5: Vertical sensors protective collar

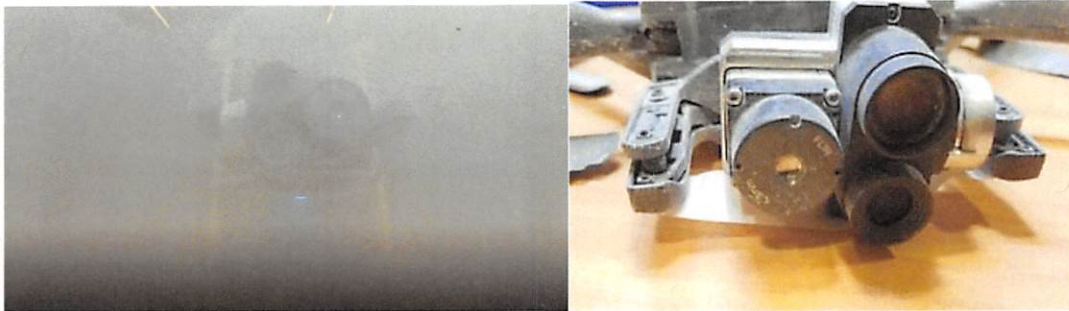
ANAFI USA has passed the following tests:

- IPX3 (CEI 60529 norm): rain resistant in IPX3 (10 liters/min) for the time of one battery charge (32 minutes) at least.

Fig. 6: IPX3 test (spraying 10 liters by minute)

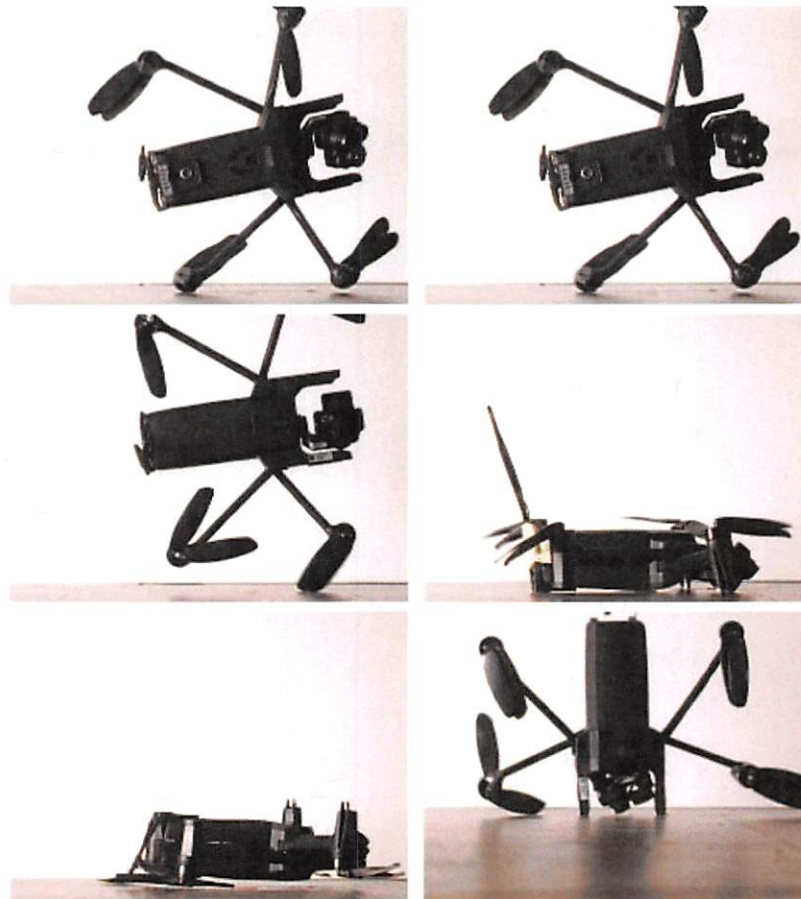
- IP5X: dust resistant for at least 32 minutes (CEI 60529).

Fig. 7: IP5X test (sand)



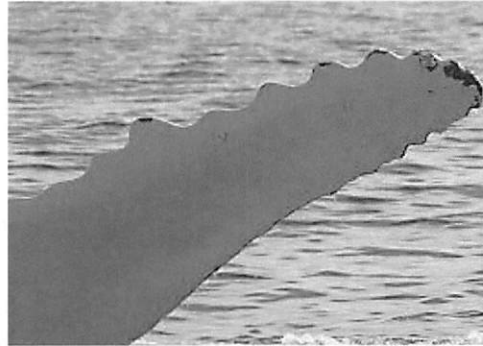
- Damp heat (+40 °C and 93 % hygrometry) for 16 h (NF EN 60068-2-78)
- Dry heat (+50 °C) for 16h (NF EN 60068-2-2)
- Thermal shock: 20 1-hour cycles at -36 °C and +43 °C (NF EN 60068-2-14)
- Extreme temperatures: -20 °C and +70 °C for 4 h (NF EN 60068-2-1 & NF EN 60068-2-2)
- Low temperatures: -36 °C for 16 h (NF EN 60068-2-1)
- 92 flight continuous flight hours at ambient temperature, without mechanical wear
- ANAFI USA is functional after 18 falls (3 on each side) on concrete, from 1 meter high

Fig. 8: Falling test



Aerodynamics

Fig. 9: Humpback whale fin



Propulsion system

- The blades of ANAFI USA's propellers have been conceived by biomimicry: they are inspired by the knobs of the anterior edge of the pectoral fins of humpback whales.
- Each propeller, consisting in two blades, is simply screwed on.
- From a flight perspective, ANAFI USA outperforms drones which are 1.5 times heavier and twice as cumbersome.

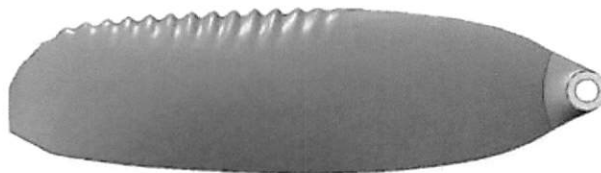
The advantages of "humpback whale blades"

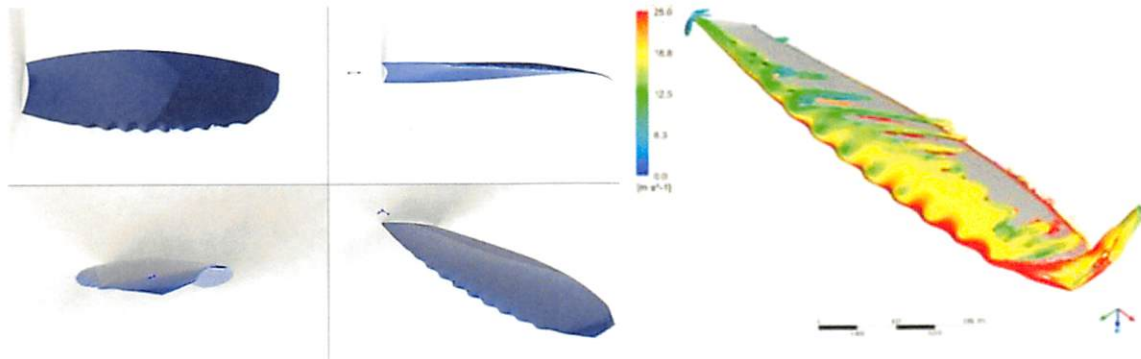
- 1. The conception of the blade minimizes the transitory separation of the boundary-layer for each blade, to:*
 - a. recover thrust at constant motor rotation speed (rpm) – or alternatively to keep thrust while lowering the motor speed;*
 - b. minimize the sensitivity of the raising of mechanical power when blades twist.*

Therefore, with a lower rotation speed for a higher engine torque, ANAFI USA emulates a rotor whose power is higher than the theoretical capacity of its diameter.

- 2. The tonal sound power of the anterior edge of the blade, is minimized, lowering the noise of the flight.*

Fig. 10: ANAFI USA propeller blades





- ANAFI USA motors are powerful (46 W) with a 70 % yield (mechanical power divided by electrical power) when hovering; they have been conceived to optimize the blades' characteristics on the whole flight range.
- ANAFI USA has the best weight/flight time ratio of the industry: its 32 minutes flight time, its low weight (501 g) and the high yield of its conversion chain enable the drone to fly fast (54 km/h) and far (theoretical outreach: 17,4 km at 40,6 km/h).
- Wind resistance: 54 km/h
- Sound power: 79 dB

Performances

Aerodynamic performances	
Speed	14,7 m/s
Wind resistance	14,7 m/s
Flight time	32 min
Max climb rate	4 m/s
Max rate of descent	4 m/s
Service ceiling	6 000 m (MSL)
Theoretical outreach	17,4 km
Max angular speed	300 °/s

Quality

- Parrot is ISO9001 certified.
- Every drone is controlled on a production bench (FVT).
- Bench #2: IMU thermal calibration plus barometer and magnetometer test.
- Bench #3: IMU & magnetometer dynamic calibration.
- Bench #4: motor disturbance measure on the magnetometer.
- Bench #5: ultrasound test.
- Flight test: every drone performs a flight test at the end of the production process: takeoff, hovering, landing.
- Numerous durability tests are performed in the course of our development cycles. These take the form of a quest for the optimal drone size.

Imaging

Triple camera module

ANAFI USA's gimbal shelters 3 gyrostabilized cameras: a wide angle EO 4K camera, a 32x telephoto EO 4K camera and a Long-Wave IR thermographic FLIR Boson® camera.

Fig. 11: Triple camera module



Key characteristics of the 3 cameras

- Wide angle EO camera
 - SONY IMX230 1/2.4"
 - RGB: 4K HDR (24 fps)
 - Photo: 21 Mp
 - Angular resolution: 0.016°/pixel
 - MTF > 45 % at 160 lp/mm
 - Zoom: 1x => 5x in 1080 p
 - F2.4 aperture
- Telephoto EO camera
 - SONY IMX230 1/2.4"
 - RGB: 4K HDR (24 fps)
 - Photo: 21 Mp
 - Angular resolution: 0.004°/pixel
 - MTF > 45 % à 160 lp/mm
 - Zoom: 5x => 32x in 1080 p
 - F2.4 aperture
- IR camera
 - FLIR Boson 320x256
 - Horizontal field of view: 50°

Continuous 1x to 32x zoom

The focal leap between the wide camera (1x to 5x) and the telephoto camera (5x to 32x) is automatic, which guarantees a continuous zoom.

The concept of ANAFI USA's optical unit enable the drone to achieve 5x lossless zoom in 4K-UHD (3840x2160 px), 10x lossless zoom in Full HD (1920x1080 px) and 15x lossless zoom in HD (1280x720 px). Finally, at 27x zoom, ANAFI USA images still reach DVD quality (720x480 px).

Lossless zoom capabilities

The lens of the tele camera covers the full diagonal of the sensor with a 26° DFOV. It brings a 16° HFOV for the standard video mode, and a 16° HFOV for the standard photo mode.

The lens of the wide camera covers the full diagonal of the sensor with a 110° DFOV. It brings a 69° HFOV for the standard video mode, and a 75° HFOV for the standard photo mode.

Diagonal (DFOV) and Horizontal (HFOV) fields of view

We are using low dispersion aspheric lens architectures (110° and 26° diagonal fields of view, respectively for the wide and tele lenses). The optical units are composed of six lenses optimized to minimize the level of parasitic light while providing a high-resolution image across a vast temperature range (-43 °C to 45 °C).

Optical unit

The ISP defines exposure times depending on the scene as well as final image optimization (contrast, color, noise reduction).

The HDR algorithm restores up to 14 EV. The sensor exposes half of the pixels over a long period while the other half are exposed for a shorter period, avoiding artefacts due to movement. Both exposures are then fused to produce an image of the same definition as that native to the sensor (21MP) while optimizing contrast and reducing resolution loss in the finer details of the image.

HDR

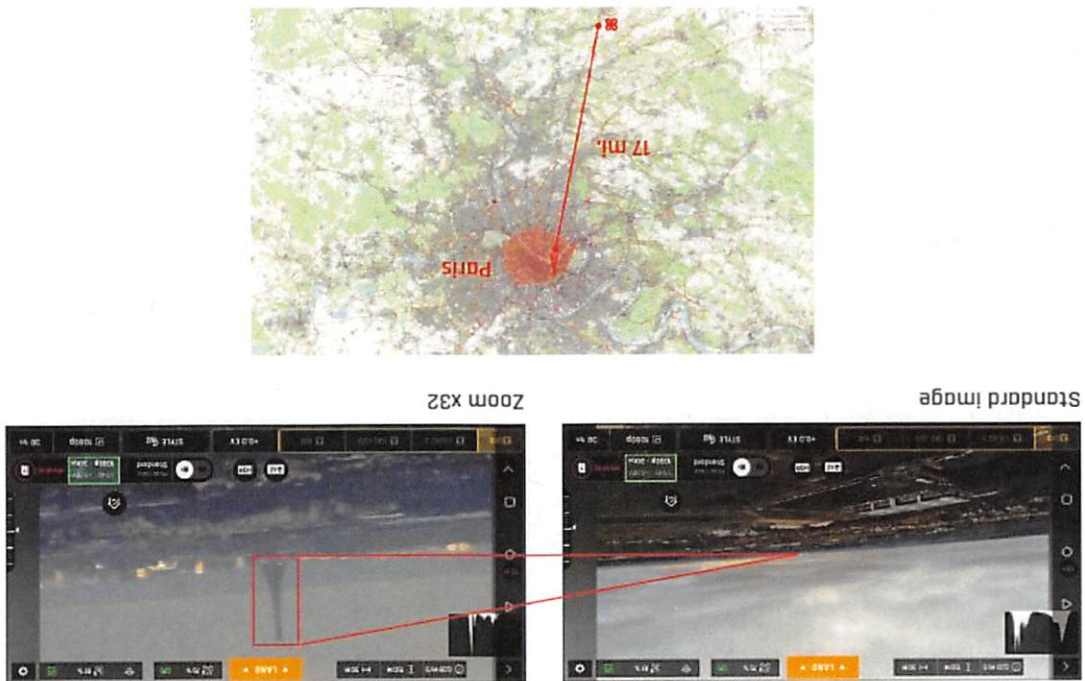


Fig. 12: Zoom capability

Angular resolution and discernable details

The angular resolution of a lens expresses the angular separation between two pixels of the associated sensor. With the angular resolution of 0.004° on its telephoto lens, ANAFI USA enables its users to discern 10 cm (about 4") details at a distance of 1,500 m (about 0.93 miles), or 1 cm (about 0.4") details at 150 m (about 164 yards).

Fig. 13: Architecture of an ANAFI USA optical unit



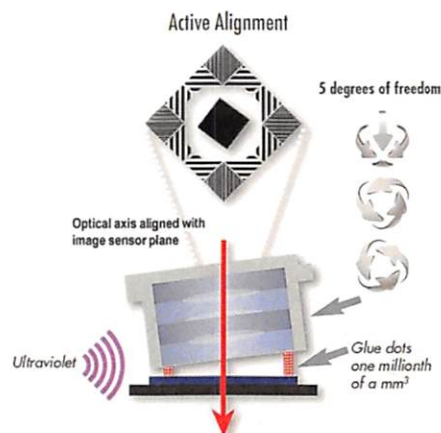
Optical unit manufacturing: Active alignment

The optical unit is assembled with the Sony sensor using an Active alignment technique. The optical block is positioned and held in place using a robotic arm, to achieve the following performance:

- the optical block is positioned above the sensor to ensure the desired focus at a set temperature ($23^\circ\text{C} \pm 2^\circ\text{C}$) and to guarantee resolution specifications in the scene;
- in yaw, roll and pitch, the optical block is position respecting the optical axis to obtain a uniform resolution on the edge of images;
- the sensor is aligned with the optical block axis to get the best performance at the center of the image;
- the optical center is finally aligned with the sensor center (± 20 pixels or 22 micrometer).

To guarantee the ISP's image quality specifications, the factory performs an image calibration. In its internal memory, each optical unit carries the optical center, a dead pixel mapping, a lens shading mapping (luminance and color) and white balance.

Fig. 14: Active alignment



Quality

Several optical tests are performed in the course of the production process:

- MTF checks on the image center
- MTF checks on the image borders
- Camera module checks while in production:
 - Center MTF
 - MTF at 40 % of the field
 - MTF at 70 % of the field
 - Light blemishes (dark or light areas on the image, dust suspicions)
 - Dead pixels (checking the total number)
 - Optical center
 - Uniformity of brightness and color in the field
- Cosmetic defects (stains, scratches, etc.)

IR camera unit

IR camera performances	
Spectrum	Longwave infrared : 8 to 14 micrometers
Resolution	320x256 pixels
Pixel pitch	12 micrometers
Sensitivity	0.05 °C
Focal length	4.3 mm
HFOV	50°
Frequency	20 Hz
Measurable temperature range	-40°C à 180°C
Correction of discrepancies	Mechanical shutter

FLIR Boson performances

ANAFI USA carries a 60 Hz FLIR Boson micro-bolometer. This module is equipped with a mechanical shutter which enable automatic recalibration of the sensor as often as possible, for a complete consistence of each thermal pixel's response. The lens of the FLIR Boson has a 50° HFOV.

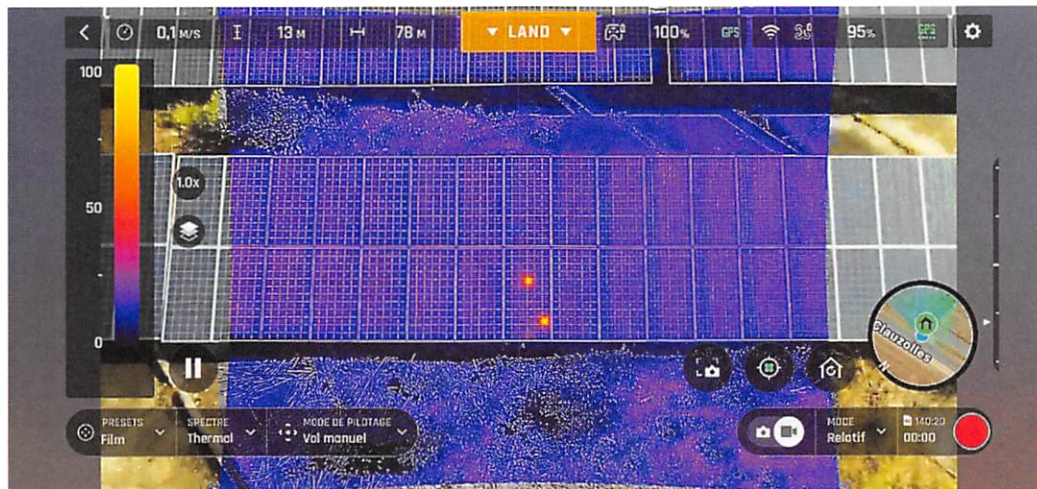
Coloring modes

ANAFI USA's thermographic camera presents two complementary coloring modes, which enables the drone to adapt to every mission.

Relative mode

The relative mode displays a general view of the thermographic of a scene, on a colored scale, graduated from 0 (dark blue) to 100 (bright yellow).

Fig. 15: Freeflight 6.7 screen capture: "relative mode"



Spot mode

Only coldest or hottest spots of the image are colorized, depending on the user's needs.

Fig. 16: Freeflight 6.7 screen capture: "Spot mode"



Media formats

ANAFI USA produces the following media formats:

- Photo:
 - Format: JPEG
 - Resolution: 1280x720
 - Modes: single / Timelapse / GPS-lapse
- Video:
 - Format: MP4 (H264)
 - Resolution: 1280x720, 9 fps

IR/Visible blending

To compensate the lower resolution of the thermographic image, by comparison with the visible image, and to add information that are not available through the thermal spectrum, ANAFI USA displays a fusion of the information of the two cameras. The data of the visible image is injected in the outcome footage, by luminance and to highlight the scene's contours.

The fusion of images consists in:

- acquisition of visible image;
- acquisition of thermographic data;
- reprojection of thermographic data;
- colorization of thermographic image;
- extraction of visible images contours;
- mixing.

Security

ANAFI USA protects the data stored on the drone or sent to the networks and shelters the drone against malevolent software modification attempts.

Integrity of the software and protection of the drone

ANAFI USA's software is digitally signed, which ensures that each update indeed comes from Parrot.

The access to ANAFI USA's operating system is protected. No mechanism, neither local nor distant, give access to the drone's embedded system.

Network connections cyphering

The network links between the drone and its controller are authenticated and cyphered with a WPA2 (802.1x norm) protection. WPA2 is based on an AES CCMP cyphering, including a 128 bits encryption key. AES CCMP includes a CBC-MAC mechanism which ensure the authentication and the integrity of the network's links.

A unique encryption key is generated for each drone/controller couple. In addition, users can define their own key.

The protection of the 802.1x management framework is activated to prevent all known disassociation attacks, which could cause service interruption.

SD card encryption

The encryption of the SD card protects the confidentiality of data stored on the drone, even if it is lost or stolen.

Once the encryption is activated, the videos and photos are stored in an AES-XTS 512 bits-encrypted LUKS2 volume. The use of a unique identifier for each container enables the management of a fleet of SD cards which can be used on several drones.

Once the SD card is encrypted, it can never be accessed without the encryption key. It is carried by FreeFlight 6 and is never stored permanently on the drone.

Data management

By default, ANAFI USA, the controller and FreeFlight 6 leak no data whatsoever, neither toward Parrot, nor anywhere else. Each user must decide to activate the sharing of its data to store his flight logs online, facilitate the support of his drones and help Parrot product and services improvement. To share his data anonymously or to link them to his Parrot account, the user must activate the sharing of his data, that is deactivated by default.

Video streaming

Key characteristics

- H264 encoding with RTSP and RTP transmission protocols
- The video stream is compatible with RTP-compatible players, like VLC or mplayer
- 720p, 30 fps, 5 Mbit/s
- Advanced video and streaming functions, for an improved error resilience
- Compatible with the following standards: ISO/IEC 14496-10 AVC / ITU-T H.264, RFC 3550, RFC 2326
- Reduced latency (< 300 ms glass-to-glass)
- Metadata transmission: telemetry, video metrics

Stream performance

ANAFI USA Video stream performance	
Resolution	720p
Frames per second	24/25/30
Bitrate	Up to 5 Mbit/s
Video encoding	H.264 main profile
Protocols	RTSP and RTP (VLC compatible)
Latency	< 300 ms glass-to-glass
Metadata	Drone telemetry and video metrics

Video stream optimization algorithms used

Advanced encoding for Error resilience

The H264 stream is designed to minimize the impact of packet losses and to dilute errors.

- The algorithm combines slice-encoding and a periodic intra-refresh. It encodes images as 45 slices of 16 pixels height, then refreshes them by batch of 5, every 3 images (the refresh is complete every 29 images).

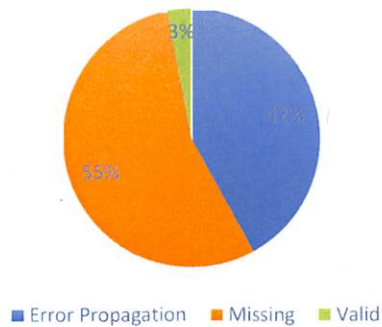
Error concealment

This algorithm reduces the visual impact of losses on the network and it enables the interoperability of all decoders, while ensuring a syntactically complete stream: missing images parts are reconstructed as skipped portions, identical to those of the reference image.

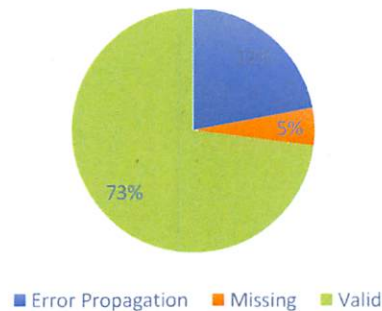
The glitches are therefore contained within zones impacted by losses, and do not spread to the entire image.

The following graphs illustrate the rate of success in decoding macroblocks, for a network loss rate of 5% - with and without ANAFI USA's advanced streaming functions. The algorithm ensures a correct decoding for 75% of the macroblocks. Those enable the user to carry on with his missing without screen freeze or streaming loss.

Overall macroblocks NO CORRECTION



Overall macroblocks WITH CORRECTION



Congestion control

The algorithm consistently scans radio and Wi-Fi bands to avoid losses and packet congestion and to reduce latency.

Metadata

Metadata are transmitted with the video stream. They notably contain drone telemetry elements (position, altitude, speed, battery level, etc.) and video metrics (angle of the camera, exposure value, field of view, etc.).

The synchronization of the images and the metadata open functions as precise map positioning, flight instrument tracing within the HUD or augmented reality elements inclusion.

The inclusion of metadata is using standard methods (RTP header extension); the format of the data, defined by Parrot, is public: it is available within ANAFI USA's SDK.

Video SDK

The streaming tools and algorithms used by ANAFI USA are publicly available within Parrot's Ground SDK, supported by mobile devices (Android and iOS) and computers (Linux, Mac OS).

The "error concealment" algorithm notably opens the possibility to develop new software, taking profit of and improved video quality - by comparison to standard video players.

Smart battery

Key characteristics

- 3 High Density cells (265 Wh/kg)
- Smart Power Management
- Smart Charging: inbuilt USB-C charger
- Wintering mode: automatic discharge and inactivation to prolong the battery life
- Black Box: inbuilt battery history
- IP53 protection

Performances

Weight	195 g
Density	205 Wh/kg
Charging time	112 minutes (USB-PD - Power Delivery - charger)
Type	High density, high voltage; 4,4 V
Cells	3 x LiPo
Capacity	3400 mAh
Charger	USB-C
Cycle Life	96 % capacity remaining after 300 charge/discharge cycles
Storage temperature	-20 °C / 40 °C
Minimal take-off temperature	-20 °C
Maximal take-off temperature	60 °C

Functions

Smart power management

ANAFI USA's battery integrates a ~~battery-fuel-power~~ gauge which accurately monitors ~~every 250 ms~~, the ~~the~~ battery voltage, the charge and discharge currents, and the battery temperature ~~every 250ms~~. The battery ~~is able to~~ determines the available charge, battery run time, and battery state-of-charge (SOC) using the gauge parameters, the age of the battery, as well as its state-of-health. The state-of-health of a battery is a figure of merit of its current condition relative to its nominal capacity -3400 mAh.

The accurate control of battery parameters allows the integration of the Smart RTH feature: ANAFI USA calculates in real time the amount of energy necessary (critical threshold) to return to its take-off position. ANAFI automatically returns to its take-off point when the battery reaches the critical threshold.

Smart charging

ANAFI USA's battery charges easily and quickly with any USB-C adapter, thanks to its industry-first 26 W inbuilt charger. It is compatible with USB Power Delivery (PD) 3.0 protocol. This protocol enables a very fast 112 minutes charge with an USB-PD 3.0 charger (5 V, 9 V, 12 V, 15 V and 20 V profiles). ANAFI USA comes with a 5-port charger, to charge 3 batteries, the Skycontroller 3 and a device (smartphone or tablet) at the same time.

Wintering

After 10 days of inactivity, the battery automatically enters wintering mode, which keeps the battery at an optimal state-of-charge (60 % of the nominal charge) in order to extend its lifetime.

This mode ensures the best possible preservation when batteries are stored. It eliminates leakage current by isolating the cells from the motherboard, thus avoiding a weak voltage level to be drawn (3 V) that would damage the battery.

Stockage

The battery can be stored for 12 months as is, by maintaining the voltage across the cell terminals at a higher voltage level (3 V) than the deterioration voltage.

On-the-Go (OTG) USB-C Interface

The battery's USB-C port can provide power (3 A maximum) to an external peripheral such as a 4G key, a CO² detector or any type of USB-C connected electronic board.

Power bank

The battery can be used as a power bank for many types of devices (smartphone, tablet, etc.).

Charge indicator

The 4 LED of the battery indicate its charge level in the following situations:

- when the battery is charging;
- when its power button is activated;
- when it is installed on a powered-on ANAFI USA.

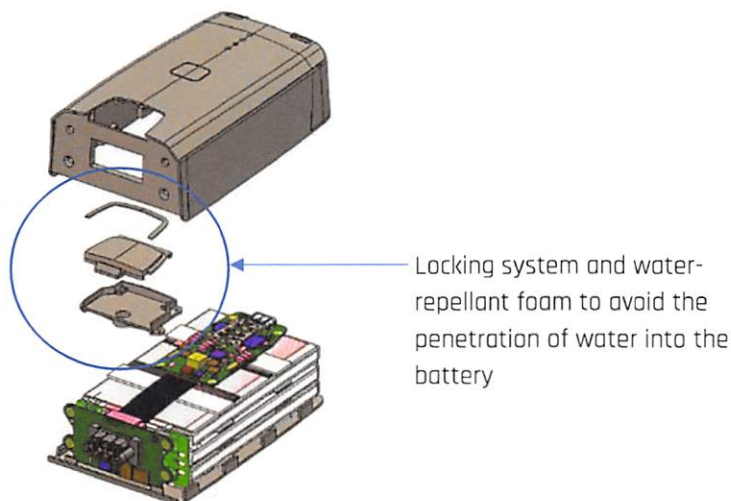
The charge level is an illustration of the remaining available power, expressed as a percentage of the total power the battery can store.

IP53

ANAFI USA's battery was designed to sustain IP53 conditions: mechanical waterproof cover and electronic board coating to avoid oxidation.

Mechanical

Fig. 17: Waterproof mechanical cover



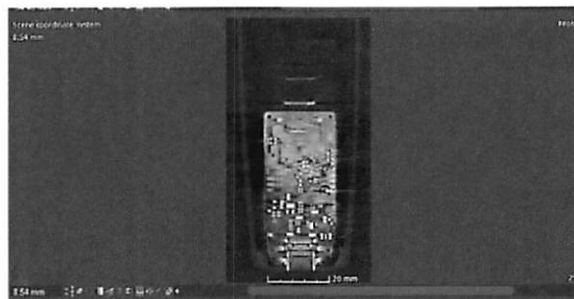
Electronic board coating

ANAFI USA's battery's motherboard is coated with a fine layer of urethane which protects the components from weather and corrosion, prolong their life and improve their safety.

Quality

- Parrot is ISO9001 certified
- The batteries are CE and FCC certified
- The batteries are UM383 certified (transport certification)
- Quality control at the battery supplier facility: Parrot has imposed a reinforced quality control on battery production (supplier audit, QC controls), including test benches which monitor the assembly at each production stage.
- Manufacturing control: Parrot performs quality checks at the drone manufacturer facility. Every battery is checked on a test bench during production, on a wide series of parameters: voltage, current, impedance, smart battery and wintering functions.
- Parrot performs random sampling to check cell quality (folding, assembly and connectors), using X-ray and tomography.

Fig. 18: X-ray image of ANAFI USA's battery



- Storage checks: the state of batteries (state-of-charge) stored by Parrot is controlled every 4 months.
- Firmware update: the battery's firmware is updated over the air (OTA) to provide the latest improvements and the bug corrections.
- Wintering mode prevents the battery from degrading while reducing storage risks.
- FreeFlight 6.7 notifies the user in case of battery defect.

Flight control and flight modes

Key characteristics

ANAFI's flight controller offers an intuitive and easy flight experience: no training is required to fly. The flight controller allows the automation of numerous flight modes and functions (Flight Plan, Follow Me, Cameraman, Hand take-off, Smart RTH).

Flight controller

Components

ANAFI USA's flight controller uses an Ambarella H22 processor, an MPU-6000 InvenSense IMU, an AK8963 AKM magnetometer, an UBX-M8030U-BLOX GPS, an ultrasonar, a barometer and a vertical camera. The Parrot flight software gathers data from all sensors to estimate the altitude, the position and the speed of the drone.

Sensor performance

InvenSense MPU-6000 IMU

3-axis gyroscope

- Range: $\pm 2000^\circ/\text{s}$
- Resolution: $0,03^\circ/\text{s}$
- Bias/accuracy: $\pm 7^\circ/\text{s}$ (after compensation)
- Stabilization at temperature (50 °C)

3-axis accelerometer

- Range: $\pm 16\text{ g}$
- Resolution: $0,2\text{ mg}$
- Bias/accuracy: $\pm 15\text{ mg}$ (X-Y) $\pm 67\text{ mg}$ (Z) (after compensation)
- Thermal calibration and stabilization at temperature: 50 °C to $\pm 0,1^\circ\text{C}$
- Measured frequency: 1 KHz

ST Microelectronics LIS2MDL magnetometer

- Range: $\pm 49\text{ gauss}$
- Resolution: $0,006\text{ gauss}$

ST Microelectronics LPS22HB barometer

- Range: 260-1260 hPa
- Resolution: $0,0002\text{ hPa}$
- Bias/accuracy: $\pm 0,1\text{ hPa}$
- Measuring frequency: 75 Hz
- Measure noise: 20 cm RMS

U-BLOX UBX-M8030 GPS

- Sensitivity: cold start = -148 dBm / tracking & navigation = -167 dBm
- Time-To-First-Fix: 35 seconds
- Position: 1,2 m standard deviation
- Speed: 0,5 m/s standard deviation

Ultrasonar (height measurement)

- Sonic frequency: 40 KHz
- Measuring frequency: 17 Hz
- Max range on concrete: 5 m
- Max range on grass: 2 m

Vertical camera (measuring horizontal speed and height using optical flow)

- Sensor: MX388
- Resolution: 640x480
- Global shutter
- Black & white
- FOV: 53,7°
- V FOV: 41,5°
- f:2.8
- Optical flow at 60 Hz to calculate ground speed
- During hovering and precise landing, points of interest are measured at 15 Hz
- Speed estimation: 160x120 pixels - 60 fps
- Precise hovering: 160x120 pixels - 15 fps

Motherboard coating

ANAFI USA's motherboard is coated with a fine layer of urethane which protects the components from weather and corrosion, prolong their life and improve their safety.

Estimation algorithm

It estimates the states of the drone. An extended Kalman filter collects all sensors data to monitor 18 physical states:

- speed on all 3 axes (x, y, z)
- attitude ($\Phi\Theta\Psi$: pitch, roll, yaw)
- accelerometer bias (x, y, z)
- gyroscope bias
- barometer bias
- x, y, z position in the North-East-Down (NED) plane
- wind on x, y in the NED plane

The magnetometer bias on x, y, and z is estimated by merging data from the gyroscope and magnetometer.

Ground distance is estimated by merging the Kalman filter estimated vertical speed and the optical flow from the vertical camera.

The thrust model's correction factor is calculated from the delta between the acceleration predicted by the drone's dynamic equation on z-axis and the accelerometer sensed value. This factor allows the calculation of the drone's balance control in order to compensate for its own weight.

Control loop

The control loop runs at 200 Hz. It manages all instructions sent to the motors, including all commands linked to altitude, positioning, attitude and control blending.

Altitude instructions

- Trajectory and feedforward generation uses an ideal model: it dissociates trajectory dynamics from disturbance rejection while reducing altitude control errors
- PID type altitude control

Position control loop

- Trajectory and feedforward generation using an ideal model: it dissociates trajectory dynamics from disturbance rejection while reducing positioning control errors
- PID type position control
- Wind correction

Attitude instructions

- Trajectory and feedforward generation using an ideal model: it dissociates trajectory dynamics from disturbance rejection while reducing attitude control errors
- PID type attitude control
- Aerodynamic torque compensation
- Estimation of external torques

Commands blending

- Blending of altitude and attitude commands allow to derive motor instructions and their saturation
- Commands are prioritized in the following order:
 - Pitch
 - Roll
 - Altitude feedforward
 - Yaw
 - Altitude

Flight modes

Precise Hovering

While hovering, the drone's vertical camera captures a reference frame. It is then compared to subsequent shots taken at 15 Hz. The algorithm calculates the camera movement that would minimize the reprojection error between the reference photo and more recent one. This movement is then used as an instruction for the autopilot.

ANAFI is stable within a 1.5 cm radius-sphere at 1 m height.

The algorithm also allows for yaw stabilization and contributes to the overall image stabilization performance.

Precise Return Home (RTH)

At the end of the take-off sequence, the vertical camera takes a picture. When the drone lands, or hovers above the RTH target, the algorithm takes a new picture. The algorithm then measures the reprojection error between the two pictures, which serves as an instruction for the autopilot.

Smart RTH

The drone keeps track of the amount of energy needed to return to its take-off position. It analyzes the distance already flown as well as the wind resistance encountered and compares these values with the remaining energy of the battery. When only a thin safety margin is left, the RTH function is automatically initiated – which can be cancelled by the user.

Automated take-off

The drone stabilizes at 1 m height, hovering. It uses its GPS and vertical camera to hold its position, even despite strong winds.

Hand take-off

The drone's motors start rotating at minimal speed and wait to detect the launch. It then stabilizes at the same height at which it was launched.

Low altitude flight

The drone can fly as low as 50 cm from the ground without experiencing ground effect.

Automated landing

Regardless of the drone's altitude, when the remaining energy of the battery is close to that needed to land safely, the emergency automated landing sequence initiates. The user can still control the drone horizontally to reach a convenient landing spot, but he cannot cancel the landing.

Flying Modes

Manual:

The Parrot Skycontroller 3 allows you to fly in four different control modes.

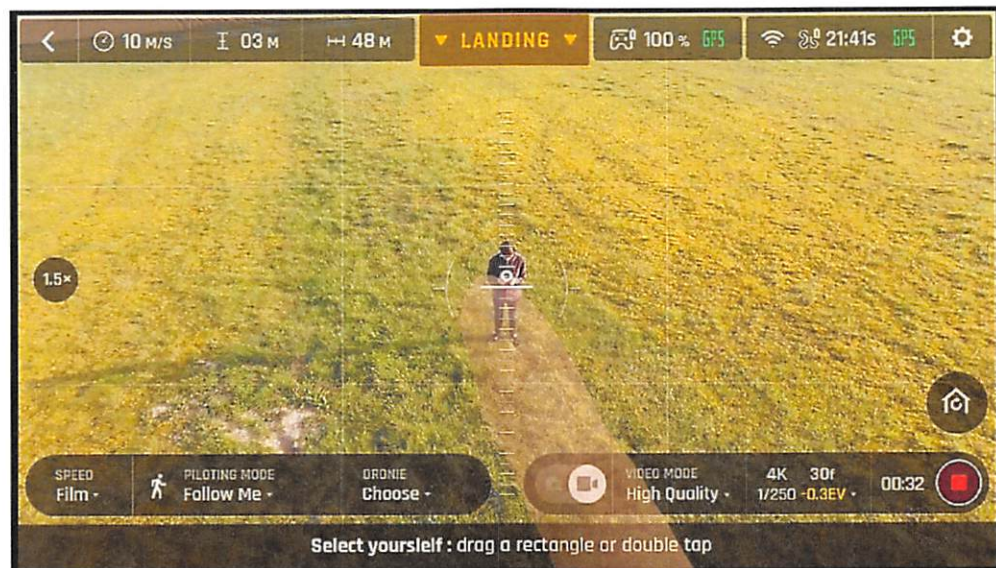
	Left joystick	Right joystick
Mode 1	Elevation & rotation	Direction
Mode 2	Direction	Elevation & rotation
Mode 3	Acceleration & rotation	Elevation & rotation
Mode 4	Elevation & rotation	Acceleration & rotation

Automated

Follow Me

The user selects himself on the screen (double tap or tap & drag). ANAFI follows the user from up to 30 m away.

Fig. 19: Follow Me screenshot



The Follow Me mode combines visual and GPS tracking algorithms.

Visual tracking combines:

- 1) a motion model of the target's position in relation to the drone's position;
- 2) a visual tracking algorithm (optical flow and online learning based on SVM);
- 3) a target segmentation algorithm.

The SVM algorithm initiates tracking with a single shot and keeps updating target recognition. The algorithm can manage changes in the silhouette of the target – for example, the algorithm follows the directional changes of a moving vehicle (side view followed by rear view).

The algorithm is robust: the convolutional neural network identifies objects within the scene regardless of the orientation of the tracked silhouette. Its use is optimized for portable devices.

This convolutional neural network is trained on public VOC and COCO databases and fine-tuned on a Parrot drone images database, ensuring the highest level of reliability.

This neural network can detect cars and pedestrians:

- Target height > 1/3 the image: 100 % detection level
- Target height > 1/8 the image: 66 % detection level
- Target height > 1/15 the image: 50 % detection level

Finally, a Kalman filter performs the GPS/Vision merging.

Camerman

This mode implies selecting a target (person, vehicle, building, animal, etc.) on the screen (double tap / tap & drag). When activated, the camera keeps the target framed (roughly 30 m range, depending on the size of the target).

The visual tracking is based on the same algorithm as the Follow Me mode.

The algorithm (neural network and proprietary AI) adapts to the evolution of the shape and directional changes of the target.

The pilot concentrates on the flight while the camera automatically adapts its framing (pitch and yaw) to keep the target in its frame.

Touch & Fly

The Touch & Fly flight mode enables the user to define the destination of the drone with a simple touch on the screen. The GPS coordinates of the selected location are transmitted to the drone.

Fig. 20: Touch & Fly screenshot

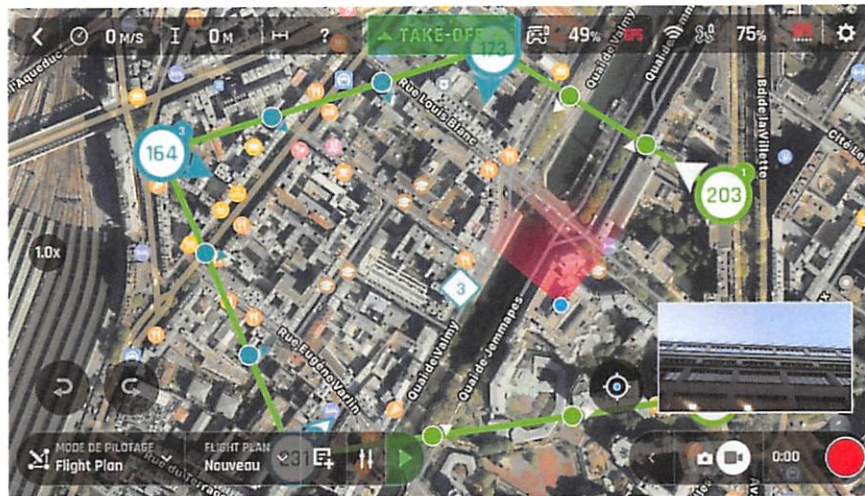


Flight Plan

The Flight Plan function of FreeFlight 6 enables users to prepare their missions offline, directly on their screen of their device by selecting waypoints, altitude and camera axis. Parrot has simplified the ergonomics of mission planning, which is usually a complex task. Each flight plan can be saved and edited without limitation.

A flight plan is possible even without radio connection.

Fig. 21 Flight Plan screenshot



Automated flight

The Cineshot function of FreeFlight 6.7 carries 4 automated shots (360, Reveal, Spiral, Epic). Parrot can also program and automate specific flight sequence-shots upon request.

FreeFlight 6.7

Key characteristics

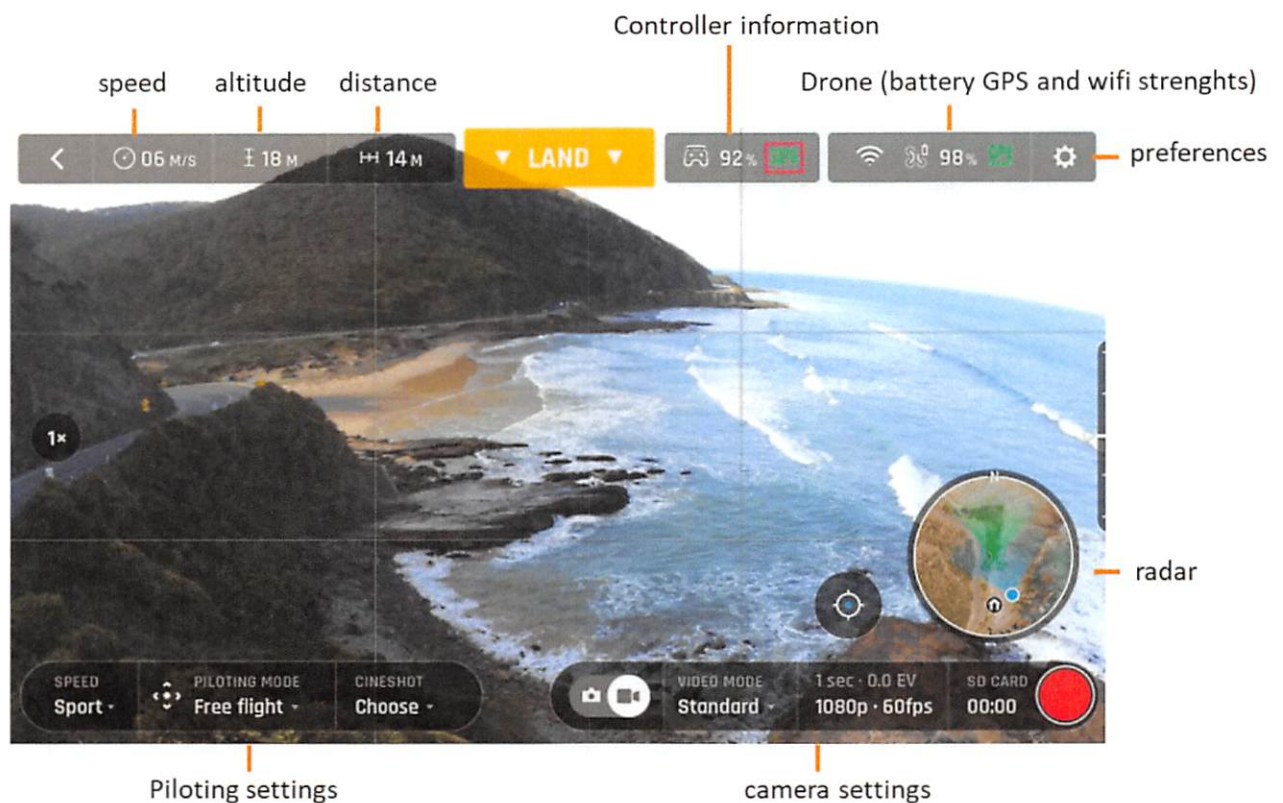
- FreeFlight 6.7 is not only a drone piloting application, but a complete interface from which users select all their flight, photo and video settings. It can be used in conjunction with the Parrot Skycontroller 3 controller or without, in a device only set-up.
- ANAFI USA is ready for flight in 55 seconds, an industry-best for a drone of this category

HUD

The HUD (Head-Up Display) is the ergonomic interface of FreeFlight 6, presenting flight controls, settings and telemetry on a single screen:

- Altitude
- Distance
- GPS
- Drone battery level
- Controller battery level
- Radar

Fig. 11: FreeFlight 6.7 interface



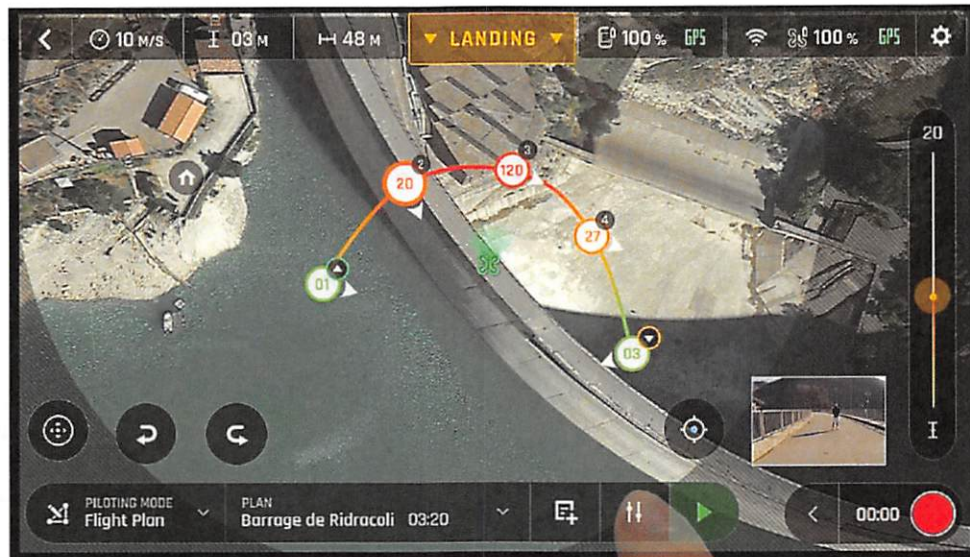
Flight Plan user interface

Each Flight Plan is programmed using waypoints.

The altitude and camera axis of each waypoint is customizable. The drone speed can be modified between each waypoint. The camera axis can be oriented toward a Point of Interest (POI), forcing the drone to focus on the POI during the flight.

Note: there is no software limitation on the number of Flight Plans that can be recorded.

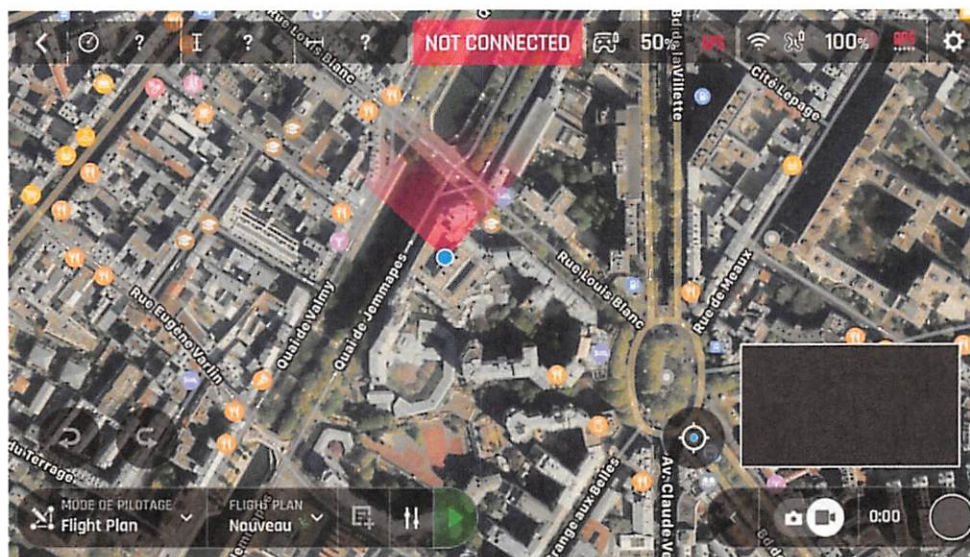
Fig. 23: Flight Plan screenshot



Map backgrounds

Available cartographies: iOS or Android - other cartographies are available upon request.

Fig. 12: iOS map



Visualizing media

Media transfer is available directly from ANAFI USA without extracting the microSD card, using an USB cable. Media transfer is also possible directly from the FreeFlight 6.7 gallery to a device. The double gallery of FreeFlight 6.7 separates media stored on ANAFI USA's microSD card and ANAFI USA media downloaded on the device.

Automated updates

FreeFlight 6 updates may also carry one or more of the following updates:

- Drone firmware
- Battery firmware
- GPS
- WIFI chipset firmware
- Parrot Skycontroller 3 controller firmware

GSDK

ANAFI USA's Software development kit (SDK) is available to the public. It contains:

GroundSDK: available for iOS (Swift et Objective C) and Android (JAVA)

The GroundSDK framework allows the user to develop his own mobile applications, based on the controls or the video stream of ANAFI, for example. GroundSDK, including its entire libraries, is available as an open source package, ready to compile – as well as in CocoaPods (iOS) and ARR (Android).

The code is published under BSD-3 license and comes with an installation guide, API documentation, as well as a demo application.

PDrAW: Available on Unix systems (Linux and MacOS)

PDrAW and its suite are a set of software libraries and tools allowing the user to exploit live video stream (RTP) as well as recorded ones (MP4).

PDrAW is used by GroundSDK on Android and iOS and it can be used independently on Linux and MacOS environments.

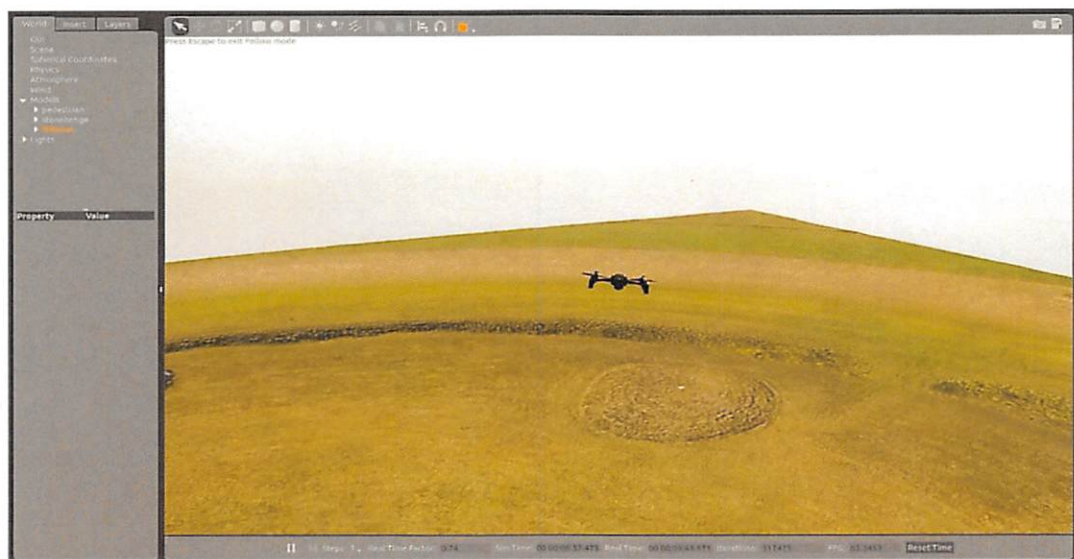
PDrAW and its suite are available in open source code. The code is published under license BSD-3 and comes with an installation guide and API documentation.

Sphinx Simulator

This software-in-the-loop simulator allows us to simulate ANAFI in 3D in real time. Sphinx is based on the open source robotic simulation framework Gazebo.

Fig. 13: Sphinx simulator rendering

ANAFI USA's firmware, as simulated on an emulated hardware (camera, sensors and actuators), is identical to ANAFI's actual software. The simulator allows automated testing (headless) and alteration of a hardware peripheral, in real time.

Fig. 14: Sphinx simulator screen capture

MAVLink compatibility

The ANAFI USA platform is compatible with the open source protocol MAVLink v1, that allows real time data exchange between the drone and a control station. ANAFI can be piloted manually or through an automatic flight plan from any MAVLink V1 station, such as QGroundControl.

Fig. 15: MAVLink protocol

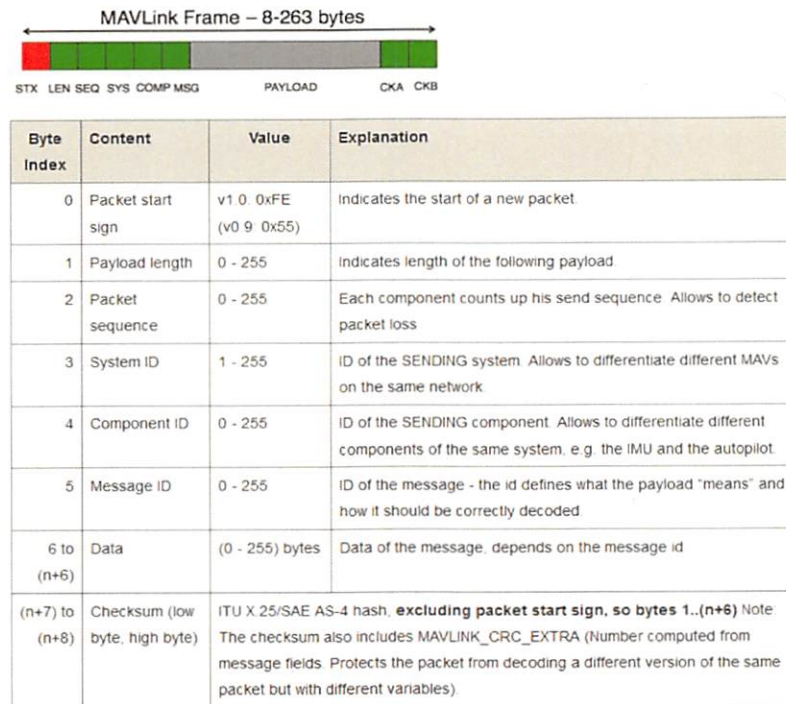
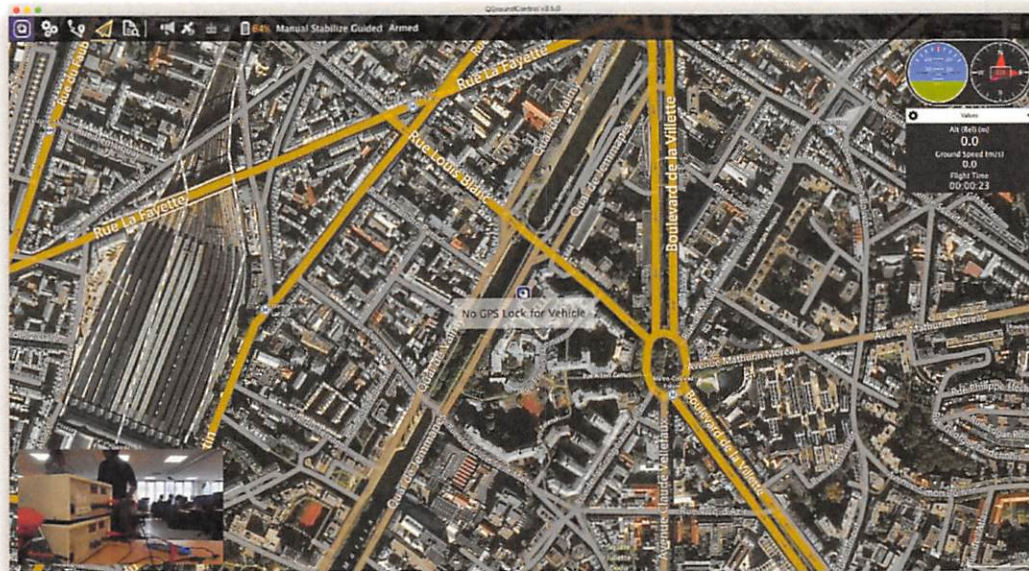


Fig. 16: QGroundControl interface



ANAFI USA compatible tools

ANAFI USA is compatible with the following tools.

Pix4Dreact

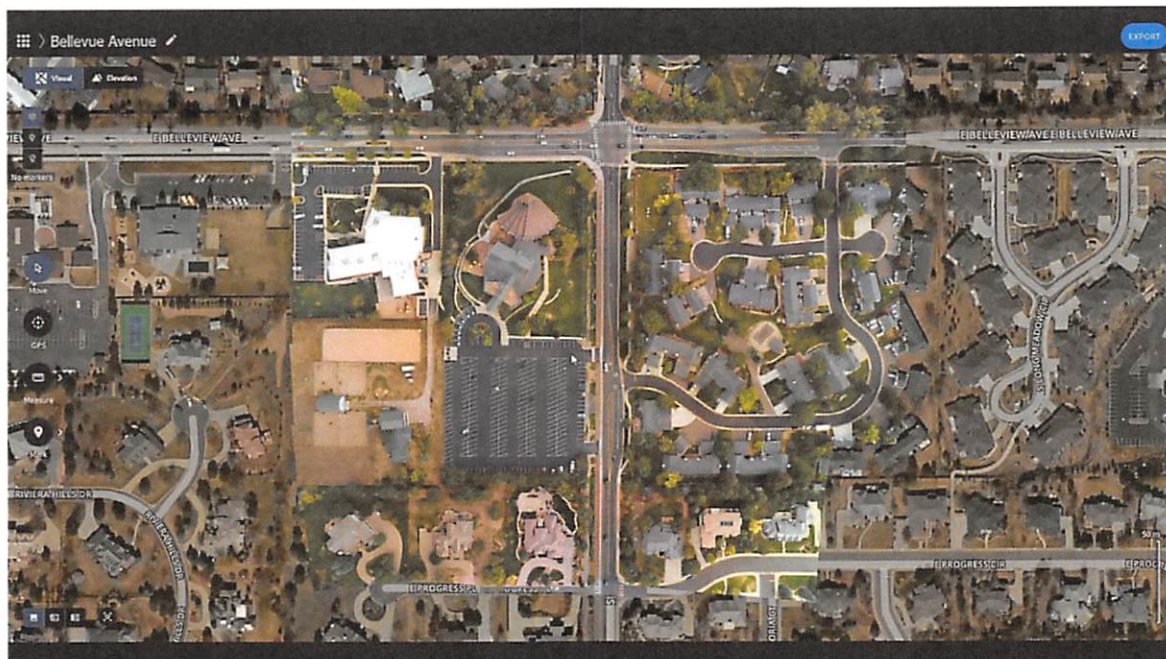


Key characteristics

- Pix4Dreact uses ANAFI USA pictures to generate high-resolution, up-to-date and accurate 2D maps, in emergency situations.
- The 2D map is generated on a laptop computer in a few minutes only.
- No Internet connection required.

Pix4Dcapture generates the automatic flight plan which enables ANAFI USA to take the series of captures which compose the map. The images downloaded to the computer are processed automatically to generate the map. When the map is created, users can position markers on it and easily share points of interest. Pix 4Dreact additionally enables the user to measure distances and areas, for the most accurate tactical mission planification.

Fig. 17: Example of 2D map generated by Pix4Dreact



Kittyhawk



Kittyhawk unifies the mission, aircraft, and data to empower safe and effective enterprise drone operations.

Survae



Survae provides a unified way to manage, find and visualize massive sets of video, imagery and data, using maps and timelines as the basis for organization. Use powerful relational, geospatial, temporal, and spatio-hierarchical search to find events, places, and objects from multiple viewpoints.

Planck Aerosystems



Planck Aerosystems believes that autonomous robotic technologies offer revolutionary benefits to many industries. Planck is dedicated to bringing the benefits of drone technology to new applications and markets by making drones simpler, safer, and smarter.

DroneSense



DroneSense is a comprehensive solution that empowers your public safety organization to build, manage, and scale its drone program.

DroneLogbook



Drone data management and flight analysis: DroneLogbook provides a digital document library with custom checklists and risk assessment forms.

Skyward



Skyward's software, services, training, and connectivity provide the next level of operational control for drone programs at every stage. Skyward is a Verizon company.

Hoverseen



Hoverseen is specialized in the deployment of automatic drone-in-a-box solutions.



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Lamar Rutland
cc:
Date: Tuesday, February 8, 2022
Re: Approve specifications for the Bobby L. Chain Airport Hangar Door 6 Replacement project and authorize advertisement for bids.
File Number: 2022-69
Minute Book #

Summary

Approve specifications for the Bobby L. Chain Airport Hangar Door 6 Replacement project and authorize advertisement for bids.

Recommendation Statement

I recommend approval of this item.

Please place this on the February 8, 2022 City Council meeting for consideration.



Engineering Progress

SPECIFICATIONS AND CONTRACT DOCUMENTS

FOR

HANGAR 6 DOOR REPLACEMENT

FOR THE

CITY OF HATTIESBURG



JANUARY 2022

PREPARED BY:

**SHOWS, DEARMAN & WAITS, INC.
CONSULTING ENGINEERS**

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ADVERTISEMENT FOR BIDS:

NOTICE is hereby given that the City Clerk of the **City of Hattiesburg, MISSISSIPPI**, will receive sealed bids until **10:00 A.M. on March 24, 2022** in the City Council Chambers at City Hall, 200 Forrest Street, Hattiesburg, MS 39401, and then at said location opened and read aloud for furnishing the City's requirements for the following:

**HANGAR 6 DOOR REPLACEMENT
BOBBY L. CHAIN AIRPORT
HATTIESBURG, MISSISSIPPI**

Official bid documents can be downloaded from www.sd-wprojects.com. Electronic bids can be submitted at www.sd-wprojects.com. For any questions relating to the electronic bidding process, please call Plan House at 662-407-0193. All bids must be accompanied by bid security equal to 5% of the amount of the bid, in the form of a certified check, cashier's check or a bid bond written by a company properly licensed in Mississippi.

Each BID must be received sealed and marked EXACTLY as follows:

**BID:
HANGAR 6 DOOR REPLACEMENT
BOBBY L. CHAIN AIRPORT
HATTIESBURG, MISSISSIPPI**

No bid may be withdrawn for a period of sixty (60) days. The lowest and best proposal received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated and Amended, and other applicable State law; but the Council reserves the right to reject any or all proposals received and to waive informalities.

PUBLISHED by Order of the Council on the 8th day of February, 2022.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
Kermas Eaton, City Clerk

Publish on February 16, 2022 and February 23, 2022
City of Hattiesburg
Return PROOF to SDW, Inc.
301 Second Avenue
Hattiesburg, MS 39401

INFORMATION FOR BIDDERS

BIDS will be received by City of Hattiesburg , MS herein called the "OWNER", at City Hall until 10:00 AM on March 24, 2022 , and then at said office publicly opened and read aloud.

Each BID must be submitted in sealed envelope, addressed to the City Clerk of said City. Each sealed envelope containing a BID must be plainly marked on the outside as BID for **HANGAR 6 DOOR REPLACEMENT, Hattiesburg, Mississippi** and the envelope should bear on the outside the BIDDER'S name, address, and license number if applicable. If forwarded by mail, the sealed BID shall be included in a delivery package addressed to the Owner at 200 Forrest Street, Hattiesburg, MS 39401.

All BIDS must be made on the required BID form. All blank spaces for BID prices must be filled in, in ink or typewritten, and the BID form must be completed and executed when submitted. Only one copy of the BID form is required.

The OWNER may waive any informalities or minor defects or reject any and all BIDS. Any BID may be withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered. No BIDDER may withdraw a BID within 60 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the OWNER and the BIDDER.

BIDDERS must satisfy themselves of the accuracy of the estimated quantities in the BID Schedule by examination of the site and a review of the drawings and specifications including ADDENDA. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of WORK or of the nature of the WORK to be done.

The OWNER shall provide to BIDDERS prior to BIDDING, all information which is pertinent to, and delineates and describes, the land owned and rights-of-way acquired or to be acquired.

The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent, or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the contract.

Each BID must be accompanied by a BID BOND payable to the OWNER for five percent (5%) of the total amount of the BID. As soon as the BID prices have been compared, the OWNER will return the BONDS of all except the three lowest responsive, responsible BIDDERS upon request of the BIDDER. When the Agreement is executed the BONDS of

the two remaining unsuccessful BIDDERS will be returned upon request of the BIDDER. The BID BOND of the successful BIDDER will be retained until the PAYMENT BOND and PERFORMANCE BOND have been executed and approved, after which it will be returned upon request of the BIDDER. A certified check may be used in lieu of a BID BOND.

A PERFORMANCE BOND and a PAYMENT BOND, each in the amount of 100 percent (100%) of the CONTRACT PRICE, with a corporate surety approved by the OWNER, will be required for the faithful performance of the contract.

Attorneys-in-fact who sign BID BONDS or PAYMENT BONDS and PERFORMANCE BONDS must file with each BOND a certified and effective dates copy of their Power of Attorney.

The party to whom the contract is awarded will be required to execute the Agreement and obtain the PERFORMANCE BOND and PAYMENT BOND within ten (10) calendar days from the date when NOTICE OF AWARD shall be accompanied by the necessary Agreement and BOND forms. In case of failure of the BIDDER to execute the Agreement, the OWNER may consider the BIDDER in default, in which case the BID BOND accompanying the proposal shall become the property of the OWNER.

The OWNER within thirty (30) days of receipt of acceptable PERFORMANCE BOND, PAYMENT BOND and Agreement signed by the party to whom the Agreement was awarded, shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the OWNER not execute the Agreement within such period, the BIDDER may by WRITTEN NOTICE withdraw the signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER.

The NOTICE TO PROCEED shall be issued within thirty (30) days of the execution of the Agreement by the OWNER. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period; the time may be extended by mutual agreement between the OWNER and CONTRACTOR. If the NOTICE TO PROCEED has not been issued within the thirty (30) day period or within the period mutually agreed upon, the CONTRACTOR may terminate the Agreement without further liability on the part of either party.

The OWNER may make such investigations as deemed necessary to determine the ability of the BIDDER to perform the WORK, and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the Agreement and to complete the WORK contemplated therein.

A conditional or qualified BID will not be accepted.

Award will be made to the lowest and best responsive and responsible BIDDER.

All applicable Laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the contract throughout.

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to his BID.

FURTHER, the BIDDER agrees to abide by the requirements under Executive Order No. 11246, as amended, including specifically the provisions of the equal opportunity clause.

The BIDDER shall supply the names and addresses of major material SUPPLIERS and SUBCONTRACTORS when required to do so by the OWNER.

The ENGINEER is SHOWS, DEARMAN & WAITS, INC. The address of the ENGINEER is 301 2nd Avenue, HATTIESBURG, MISSISSIPPI.

PROPOSAL FORM

I (we) agree to begin work within (10) calendar days after the issuance of Notice to Proceed, and to complete the work within 60 calendar days thereafter.

It is understood that the quantities of work listed for unit prices bid are approximate and are intended to merely indicate the general scope of the various items entering into the complete work and for comparison of bids. It is further understood and agreed that the Owner may increase or decrease the quantities listed in the Proposal and that no change in the unit prices proposed shall be occasioned thereby.

The undersigned further agrees that the unit and lump sum prices quoted include all items of work required or necessary for the accomplishment of the projected work and that these items include all work indicated on the Plans and Specifications for which no specific pay items have been established.

The undersigned certifies that the bid prices contained herein have been carefully checked and are submitted as correct and final.

If within sixty (60) days the scheduled closing time for receipt of bids, this Proposal is accepted, the undersigned will execute a formal contract within ten (10) days after official notification thereof, will deliver a surety bond for the faithful performance of this contract, and will complete the work within the time specified from the date of execution of the contract.

Respectfully Submitted,

Authorized by:

ADDRESS

HANGAR 6 DOOR REPLACEMENT					
PROPOSAL FORM					
Item	Description	Unit	Quantity	Unit Price	Extension
1	Mobilization	LS	1.0		
2	Removal of Existing 18 x 80 Door	LS	1.0		
3	Installation & Modification of Existing Building	LS	1.0		
4	Installation of New Door	LS	1.0		
				BID TOTAL	

ALL ITEMS NOT LISTED AND REQUIRED FOR CONSTRUCTION BY THE PLANS AND SPECIFICATIONS SHALL BE ABSORBED INTO THE LISTED PROPOSAL ITEMS

Base Bid Respectfully Submitted, Name of Firm or Bidder: _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS: that we, the under signed, _____
_____ Principal, and _____
_____ as Surety, are hereby held and firmly bound unto the City of Hattiesburg as Owner in the penal sum of 5% (Five Percent) for payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this _____ day of _____, 20_____.

The Condition of the above obligation is such that whereas the Principal has submitted to a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the following project:

HANGAR 6 DOOR REPLACEMENT HATTIESBURG, MISSISSIPPI

NOW, THEREFORE,

(a) If said BID shall be rejected, or

(b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year set forth above.

PRINCIPAL

SURETY

BY: _____

IMPORTANT: Surety companies executing BONDS must appear on the Treasure Department's most current line (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 20____ by and between _____ hereinafter called the CONTRACTOR, the City of Hattiesburg hereinafter called the OWNER, Witnesseth that the CONTRACTOR and the OWNER, for the consideration hereafter named and agrees as follows.

ARTICLE 1: SCOPE OF WORK

The CONTRACTOR agrees to furnish all tools, labor, equipment, materials, and supplies required to be furnished, and perform all work required under and in accordance with the plans entitled:

HANGAR 6 DOOR REPLACEMENT HATTIESBURG, MISSISSIPPI

which are on file at the office of the OWNER, and the Specifications, Proposals, General and Special Conditions, attached hereto and made a part hereof as fully as though copied herein, under the direct supervision and to the entire satisfaction of the OWNER and in accordance with the Laws of the State of Mississippi.

ARTICLE 2: THE CONTRACT SUM

It is further agreed and understood by and between the parties hereunto that the OWNER agrees to pay and the CONTRACTOR agrees to accept full and final compensation for all work done under this agreement, the lump sum amount adjusted for variation of quantities at the unit prices named in the Proposal, which is hereto attached, such payment to be made in lawful money of the United States, at the time and in the manner hereinafter set forth.

ARTICLE 3: TIME OF COMPLETION

The CONTRACTOR agrees, for the consideration above expressed, to begin and complete the work within the time specified in the Proposal. If the CONTRACTOR fails to complete the work in the time specified, he shall pay the OWNER as **liquidated damages**, ascertained and agreed, and not in the nature of a penalty, the sum of **\$750.00** for each day delayed, which shall be deducted from the final amount to be paid under the contract; provided that the extension of time with the waiver of liquidation damages may be granted as provided for in the Specifications. The Contractor and the Contractor's Sureties shall be liable for all liquidated damaged in excess of money due the Contractor.

ARTICLE 4: PROGRESS PAYMENTS

The OWNER agrees to make progress payments during the construction as provided herein as follows:

The CONTRACTOR will on or before the tenth (10th) day of each month make an estimate of the value of the work done, based on contract prices, and submit to the ENGINEER, along with an affidavit by the CONTRACTOR that progress payments theretofore received from OWNER have discharged in full all the CONTRACTOR's obligations stated in prior progress payments. ENGINEER will recommend partial payment to the OWNER within a reasonable time of receipt of CONTRACTOR's estimate based on the ENGINEER's estimated quantities.

The OWNER agrees to pay the CONTRACTOR one hundred percent (100%) of the value of the work done each month, less retainage in accordance with MS Code of 1972 Section 31-5-33 until final acceptance of the work has been made. If defective and/or materials are discovered or reasonable doubt arises to the integrity of any part of the work for which partial payment has been allowed, a deduction from subsequent estimates in the amount equal to the work in question will be made until the defects have been remedied or the cause for doubt removed.

ARTICLE 5: ACCEPTANCE AND FINAL PAYMENT

Upon receipt of written notice that the work is ready for final acceptance and inspection, the ENGINEER shall promptly make such inspection, and when he finds the work acceptable under the contract, and the contract fully performed, he shall promptly issue a final certificate, over his own signature, stating that the work provided for in this Contract has been completed and is accepted by him under the terms and conditions thereof. Then, the entire balance shall be due the CONTRACTOR within forty-five (45) days the date of said final acceptance and receipt of the closeout documents required per the Supplement to General Conditions and recommendation of the same to the OWNER.

Before issuance of final certificate, the CONTRACTOR shall submit evidence satisfactory to the ENGINEER that all payrolls, materials, bills, and other indebtedness connected with the work have been paid.

The making and acceptance of the final payment shall constitute a waiver of all claims by the OWNER, other than those arising from unsettled liens, from faulty work or materials appearing within one (1) year after payment, or claims previously made and still unsettled.

If, after the work has been substantially completed, full completion thereof is materially delayed through no fault of the CONTRACTOR, and the ENGINEER, so certifies, the OWNER shall, upon certificate of the ENGINEER and without terminating the Contract, make payment of the balance due for that portion of the work fully completed and

accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

ARTICLE 6: THE PERFORMANCE BOND

The CONTRACTOR agrees to furnish a bond, with an approved surety thereon guaranteeing the performance of this contract, in no less than one hundred percent (100%) of the amount of the Contract. Said Bond shall be conditioned on full and complete performance of the Contract, and for the payment of all labor and materials for a period of one (1) year after completion. The Surety on said Bond shall be a surety company of financial resources satisfactory to the OWNER and authorized to do business in the State of Mississippi.

ARTICLE 7 INSURANCE

The CONTRACTOR agrees to also carry public liability insurance, property damage insurance, and workman's compensation insurance in amounts as required by the specifications.

WITNESSETH: that for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of the project specified herein.
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the project described herein.
3. The CONTRACTOR will commence the work required by the "Contract Documents" and complete the project on or before the completion date unless the period for completion is extended otherwise by the "Contract Documents."
4. The CONTRACTOR agrees to perform all of the work described in the "Contract Documents" and comply with the terms therein for the sum as shown in the bid schedule.
5. The term "Contract Documents" means and includes the following:

Advertisement for Bids	Notice of Award
Instructions to Bidders	Notice to Proceed
Bid	Change Order
Bid Bond	General Conditions
Contract Agreement	Supplemental General Conditions
Payment Bond	Technical Specifications

6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the "General Conditions" such amounts as required by the "Contract Documents."
7. This "Contract Agreement" shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

OWNERS:

SEAL

City of Hattiesburg

Authorized by:

DATE

(Printed Name & Title)

ATTEST _____

CONTRACTOR:

SEAL

DATE

ATTEST _____

IMPORTANT NOTE: Surety companies executing bonds must appear on the US Treasury Department's most current list (Circular 570, as amended) and be authorized to transact business in the state where the project is located.

PAYMENT AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: THAT WE, the Undersigned _____ (hereinafter called the Principal), a corporation, partnership or individual duly unauthorized by law to do business as a construction contractor in the State of Mississippi, and _____ of _____ (herein called the Surety), a corporation duly authorized to do surety business under the laws of the State of Mississippi, are held and firmly bound unto the City of Hattiesburg, MS (hereinafter called the Obligee), a Municipality existing under the laws of the State of Mississippi, in the penal sum of _____ Dollars (_____) lawful money of the United States, for the payment of which well and truly to be made, the said Principal and the said Surety do hereby bind ourselves, our heirs, executors, administrators and assigns, jointly and severally, by these presents, as follows:

The Condition of this obligation is such that; whereas Principal by an instrument in writing attached hereto and bearing date of _____ has agreed with said Obligee to do all work necessary and to furnish labor, materials, tools, supplies and services to construct HANGAR 6 DOOR REPLACEMENT, HATTIESBURG, MISSISSIPPI as shown on Plans and specified thereby in the Specifications, Proposal and other Contract Documents hereto attached.

NOW THEREFORE, if said Principal shall well and truly in good, sufficient and workmanlike manner, and to the satisfaction of Obligee perform and complete the work required, and shall defend, indemnify and save harmless said Obligee against all damages, claims, demands, expense and charge of every kind (including claims of patent infringement) arising out of injury or damage to persons or property by reason or arising from any act, omission or neglect of said Principal, his agent, servants or employees with relation to said work; and shall pay all cost, charges, rentals and expenses for labor, material, supplies and equipment and deliver the said improvement to Obligee completed and ready for occupancy or operation, and free from all liens, encumbrances or claims for labor, material or otherwise; and shall pay all other expenses lawfully chargeable to Obligee by reason of any default or neglect of the said Principal in the relation of said agreement and said work, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED FURTHER, that the said surety for value received hereby stipulates and agrees that no charge, extension of time, alteration or addition to the terms of the Contract, or the work to be performed thereunder, or the Specifications accompanying the same, shall in any way affect its obligation on this bond and does hereby waive notice of any change, extension of time, alteration or addition to the terms of the Contract, or to the work, or to the Specifications.

PROVIDED FURTHER, that if Principal, or his, or its subcontractor or subcontractors fail to duly pay for any labor, materials, team hire, sustenance provisions or any other supplies or materials used or consumed by such Principal or his, their or its subcontractors in performance of the work contracted to be done, the Surety will pay the same in any amount not exceeding the sum specified in the bond, together with interest as provided by law.

IN WITNESS THEREOF: Said Principal and Surety have hereunto set their hands and seals at _____ this _____ day of _____, 20__.

(SEAL)

WITNESSES:

PRINCIPAL

ADDRESS

Name of person executing for Principal

TITLE

SURETY

ADDRESS

WITNESSES:

Name of person executing for Surety

TITLE

GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS

Wherever used in these General Conditions or in the other Contract Documents, the following terms shall have the meaning indicated which shall be applicable to both the singular and plural thereof.

ACCEPTANCE: By the OWNER of the Work as being fully complete in accordance with the Contract Documents.

AGREEMENT: The written agreement between the OWNER and the CONTRACTOR covering the Work to be performed: The Contract Documents are attached to and made a part of the Agreement. Also designated as the Contract.

ADDENDA: Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the Contract Documents, Drawings and Specifications, by addition, deletions, clarifications or corrections.

APPLICATION FOR PAYMENT: The form furnished by the ENGINEER which is to be used by the CONTRACTOR in requesting progress payments and an affidavit of the CONTRACTOR that progress payments theretofore received from the OWNER on account of the WORK have been applied by the CONTRACTOR to discharge in full all of the CONTRACTOR'S obligations stated in prior Applications for Payment.

APPROVAL: Accept as satisfactory.

BID: The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

BIDDER: Any person, firm or corporation submitting a Bid for the Work.

BONDS: Bid, performance and payment bonds and other instruments of security furnished by the CONTRACTOR and his surety in accordance with the Contract Documents and in accordance with the law of the place of the project.

CHANGE ORDER: A written order to the CONTRACTOR signed by the OWNER authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time issued after execution of the Agreement.

CONTRACT DOCUMENTS: The Agreement, Addenda, Instruction's to Bidders, CONTRACTOR'S BID, the Bonds, the Notice of Award, these General Conditions,

the Supplementary conditions, Special Conditions, Technical Conditions, the Specifications, Drawings and Modifications, and Notice to Proceed.

CONTRACT PRICE: The total moneys payable to the CONTRACTOR under the Contract Documents.

CONTRACT TIME: The number of calendar days stated in the Agreement for the completion of the Work.

CONTRACTING OFFICER: The OWNER (Grantee) - The individual who is authorized to sign the contract documents on behalf of the OWNER'S governing body.

CONTRACTOR: The person, firm or corporation with whom the OWNER has executed the Agreement.

DAY: A calendar day of twenty-four hours measured from midnight to the next midnight.

DRAWINGS: The drawings which show the character and scope of the Work to be performed and which have been prepared or approved by the ENGINEER and are referred to in the Contract Documents.

ENGINEER: The person, firm or corporation named as such in the Contract Documents.

FIELD ORDER: A written order issued by the ENGINEER which clarifies or interprets the Contract Documents in accordance with Paragraph 9.3 or orders minor changes in the Work in accordance with paragraph 10.2.

HE, HIS, AND HIM: These are several pronouns that shall represent both male and female genders.

MODIFICATION: (a) A written amendment of the Contract Documents signed by both parties, (b) a Change Order (c) a written clarification or interpretation issued by the ENGINEER in accordance with paragraph 9.3 or (d) a written order for a minor change or alteration in the Work issued by the ENGINEER pursuant to paragraph 10.2. A modification may only be issued after execution of the Agreement.

NOTICE OF AWARD: The written notice by OWNER to the apparent successful Bidder stating that upon compliance with the conditions precedent to be fulfilled by him within the time specified, OWNER will execute and deliver the Agreement to him.

NOTICE TO PROCEED: A written notice given by OWNER to CONTRACTOR (with a copy to ENGINEER) fixing the date on which the Contract Time will commence to run and on which CONTRACTOR shall start to perform his obligations under the Contract Documents.

OWNER: A public body or authority, corporation, association, partnership, or individual for whom the Work is to be performed.

PROJECT: The entire construction to be performed as provided in the Contract Documents.

CONSTRUCTION OBSERVER, RESIDENT INSPECTOR, CONSTRUCTION INSPECTOR, PROJECT REPRESENTATIVE: An authorized representative of the ENGINEER assigned to observe the Work performed and materials furnished by the CONTRACTOR or such other person as may be appointed by the OWNER as his representative. The CONTRACTOR shall be notified in writing of the identity of this representative.

SHOP DRAWINGS: All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the CONTRACTOR, a Subcontractor, manufacturer, supplier or distributor and which illustrate the equipment, material or some portion of the Work and as required by the Contract Documents.

SAMPLES: Physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

SPECIFICATIONS: Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work.

SUBCONTRACTOR: An individual, firm or corporation having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the site.

SUBSTANTIAL COMPLETION: Substantial completion may be granted for all or portions of the work prior to final completion and stopping of contract time. Substantial completion is defined as the date when the construction is sufficiently completed in accordance with the contract documents so that the project or specified part of the project can be utilized for the purpose for which it was intended. The contract provides that the retainer may be reduced for that portion of the work which substantial completion is granted, but the granting of substantial completion will not stop contract time or liquidated damages.

SUPPLEMENTARY GENERAL CONDITIONS: Federal and State conditions in effect at time of submission of Bid in addition to those Supplementary General Conditions attached here to.

SUPPLIER: Any person or organization who supplies materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the site.

SPECIAL CONDITIONS: When included as a part of the Contract Documents, Special Conditions refer only to the Work under this Contract.

SURETY: The corporate body which is bound with the CONTRACTOR and which engages to be responsible for the CONTRACTOR and his acceptable performance of the Work.

WORK: Any and all obligations, duties and responsibilities necessary to the successful completion of the Project assigned to or undertaken by CONTRACTOR under the Contract Documents, including all labor, materials, equipment and other incidentals, and the furnishing thereof.

WRITTEN NOTICE: The term "Notice" as used herein shall mean and include all written notices, demands, instructions, claims, approvals, and disapprovals required to obtain compliance with Contract requirements. Written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or to an authorized representative of such individual, firm or corporation, or if delivered at or sent by registered mail to the last business address known to him who gives the notice. Unless otherwise stated in writing, any notice to or demand upon the OWNER under this Contract shall be delivered to the OWNER through the ENGINEER.

ARTICLE 2 - PRELIMINARY MATTERS:

AWARD:

2.1 The award of the Contract, if it is awarded, will be to the lowest and best responsible, responsive Bidder. No Notice of Award will be given until the OWNER has concluded such investigations as he deems necessary to establish the responsibility, qualifications, and financial ability of the Bidders to do the Work in accordance with the Contract Documents to the satisfaction of the OWNER within the time prescribed. The OWNER reserves the right to reject the BID of any Bidder who does not pass such investigation to the OWNER'S satisfaction. In analyzing Bids, the OWNER may take into consideration alternates and unit prices, if requested by the Bid Form. If the Contract is awarded, the OWNER will issue the NOTICE of AWARD and give the successful Bidder a contract for execution with sixty (60) days after opening of Bids.

EXECUTION OF AGREEMENT:

2.2 At least three counterparts of the Agreement and such other Contract Documents will be executed and delivered by CONTRACTOR to the ENGINEER within 10 days of receipt from the OWNER.

FORFEITURE OF BID SECURITY:

2.3 Failure of the successful Bidder to execute and deliver the Agreement and deliver the required Bonds as stipulated in paragraph 2.3 shall be just cause for the OWNER to annul the Notice of Award and declare the Bid and any security therefore forfeited.

The quantities appearing in the bid schedule are approximate and have been prepared for comparison of bids. The OWNER does not guarantee or assume any responsibility that quantities shown on the plans will not vary during actual construction of the contract. The CONTRACTOR further acknowledges the possibility of variation of quantities, shall be precluded from claiming in the construction of the project, and the CONTRACTOR shall not claim deception or misunderstanding because of any variation in quantities, location, character of work, or any other condition. Payment will be made only for actual quantities of work performed.

The OWNER makes no guarantees regarding the character or extent of water levels, soil, rock, utilities, or any other subsurface condition the BIDDER may encounter during work. The OWNER requires BIDDERS to make their own evaluation of subsurface soil conditions and to determine how these conditions may affect methods of construction.

CONTRACTOR'S PRE-BID REPRESENTATIONS:

2.4 CONTRACTOR represents that he has familiarized himself with, and assumes full responsibility for having familiarized himself with, the nature and extent of the Contract Documents, Work, Locality, and local conditions and will obey all federal, state, and local laws, ordinances, rules and regulations that may in any manner affect performance of the Work, and represents that he has correlated his study and observations with the requirements of the Contract Documents. CONTRACTOR also represents that he has studied all surveys and investigation reports of subsurface and latent physical conditions referred to in the Specifications and made such additional surveys and investigations as he deems necessary for the performance of the Work at the Contract Price in accordance with the requirements of the Contract Documents and that he has correlated the results of all such data with the requirements of the Contract Documents.

COMMENCEMENT OF CONTRACT TIME:

2.5 The Contract Time will commence to run in accordance with the Notice to Proceed.

STARTING THE PROJECT:

2.6 CONTRACTOR shall start to perform his obligations under the Contract Documents on the date when the Contract Time commences to run. No Work shall be done at the site prior to the date on which the Contract Time commences to run, except with the written consent of the OWNER.

BEFORE STARTING CONSTRUCTION:

2.7 Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. He shall at once report in writing to ENGINEER any conflict, error or discrepancy which he may discover; however, he shall not be liable to OWNER or ENGINEER for his failure to discover any conflict, error or discrepancy in the Drawings or Specifications. CONTRACTOR shall pot-hole existing utilities to ascertain exact location throughout the entire project. CONTRACTOR shall notify the ENGINEER any such locations of utilities which will prevent the work from being performed as designed, any work performed in which conflicts with an existing utility shall be remedied by the CONTRACTOR at his sole expense.

SCHEDULE OF COMPLETION:

2.8 Within ten (10) days after delivery of the Notice to Proceed by OWNER to CONTRACTOR, CONTRACTOR shall submit to ENGINEER an estimated progress schedule with earnings indicating the starting and completion dates of the various stages of the Work, and a preliminary schedule of Shop Drawing submissions. (See paragraphs 6.22 through 6.26.) The ENGINEER shall review and return this schedule or require revisions thereto within 14 days of its submittal. If there is more than one CONTRACTOR involved in a project, the responsibility for coordinating the Work of all CONTRACTORS shall be as provided in the Special Conditions.

2.9 At a time deemed appropriate by the OWNER to but before starting the Work at the site, a preconstruction conference may be held to review the above schedules, to establish procedures for handling shop drawings and other submissions and for processing Applications for Payment, and to establish a working understanding between the parties as to the project. Present at the conference will be the OWNER or his representative, ENGINEER, Resident Project Representatives, CONTRACTOR and his Superintendent.

QUALIFICATION OF SUBCONTRACTORS MATERIALMEN AND SUPPLIERS:

2.10 Within ten (10) working days after bid opening, the CONTRACTOR will (if required) submit to the OWNER and the ENGINEER, for acceptance, a list of the names of Subcontractors and such other persons and organizations (including those who are to furnish principal items of material or equipment) proposed for those portions of the Work as to which the identity of the Subcontractors and other person and organizations must be submitted as specified in the Contract Documents. Within thirty (30) working days after receiving the list, the ENGINEER will notify the CONTRACTOR in writing if either the OWNER or the ENGINEER, after due investigation, has reasonable objection to any Subcontractor, person or organization on such list. The failure of the OWNER or the ENGINEER to make objection to any Subcontractor, person or organization on the list within thirty days of receipt shall constitute an acceptance of such Subcontractor, person or organization. Acceptance of any such Subcontractor, person or organization shall not constitute a waiver of any right of the OWNER or the ENGINEER to reject defective Work, material or equipment, or Work, material or equipment not in conformance with the requirements of the Contract Documents.

ARTICLE 3 - CORRELATION, INTERPRETATION AND INTENT OF CONTRACT DOCUMENTS:

3.1 It is the intent of the Specifications and Drawings to describe a complete Project to be constructed in accordance with the Contract Documents. The Contract Documents comprise the entire Agreement between the OWNER and the CONTRACTOR. They may be altered only by a Modification.

3.2 The Contract Documents are complementary; what is called for by one is as binding as if called for by all. If CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, he shall call it to the ENGINEER'S attention in writing at once and before proceeding with the Work affected thereby; however, he shall not be liable to OWNER or ENGINEER for his failure to discover any conflict, error or discrepancy in the Specifications or Drawings. The various Contract Documents shall be given precedence, in case of conflict, error or discrepancy, as follows: Agreement Modifications, Addenda, Special Conditions, and Instruction's to Bidders, General Conditions, Technical Specifications and Drawings. If the requirements of one are more stringent than the other, the more stringent requirements shall apply.

3.3 The words "furnish", "furnish and install", "install", and "provide" or words with similar meaning shall be interpreted, unless otherwise specifically stated, to mean "furnish and install complete in place and ready for service."

3.4 Miscellaneous items and accessories which are not specifically mentioned, but which are essential to produce a complete and properly operating installation, or usable structure or plant providing the indicated function, shall be furnished and installed without change in the Contract Price. Such miscellaneous items and accessories shall be of the same quality standards including material, style, finish, strength, class, weight and other applicable characteristics, as specified for the major component of which the miscellaneous item or accessory is an essential part, and shall be approved by the ENGINEER before installation. The above requirement is not intended to include major components not covered by or inferable from the Drawings and Specifications.

3.5 The Work of all trades under this Contract shall be coordinated by the CONTRACTOR in such a manner as to obtain the best workmanship possible for the entire Project, and all components of Work shall be installed or erected in accordance with the best practices of the particular trade.

3.6 Manufacturer's literature, when referenced, shall be dated and numbered and is intended to establish the minimum requirements acceptable. Whenever reference is given to codes or standard specifications or other data published by regulating agencies or accepted organizations, including but not limited to National Electrical Code, applicable State Building Code, Federal Specifications, ASTM Specifications, various institute specifications, and the like, it shall be understood that such reference is to the latest edition including addenda in effect on the date of Bid.

3.7 Brand names where used in the Technical Specifications, are intended to denote the standard of quality required for the particular material or product. The use of a brand name item is to set a standard of quality and is not intended to restrict the Contractor from offering an equal item from other source(s) of supply. The term "equal" or "equivalent" when used in connection with brand names, shall be interpreted to mean a material or product that is similar and equal in type, quality, size, capacity, composition, finish, color and other applicable characteristics to the material or product specified by trade name, and that is for the same use and capable of performing the same function, in the opinion of the ENGINEER, as the material or product so specified. Proposed equivalent items must be approved by ENGINEER before they are purchased or incorporated in the Work.

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE CONDITIONS; REFERENCE POINTS:

Availability of Lands

4.1 The OWNER will furnish, as indicated in Contract Documents, the lands upon which the Work is to be done, rights-of-way for access thereto, and such other

lands which are designated for use of the CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by the OWNER, unless otherwise specified in the Contract Documents. Other access to such lands or rights-of-way for the CONTRACTOR'S convenience shall be the responsibility of the CONTRACTOR. The CONTRACTOR will provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.2 The OWNER will, upon request, furnish to the BIDDERS copies of all available boundary surveys.

Subsurface Conditions:

4.3 The CONTRACTOR acknowledges that he has investigated prior to bidding and satisfied himself as to the conditions affecting the Work, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather, river stages, tides, water tables or similar physical conditions at the site, the conformation and conditions of the grounds, the character of equipment and facilities needed preliminary to and during prosecution of the Work. The CONTRACTOR further acknowledges that he has satisfied himself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done on behalf of the OWNER on the site or any contiguous site, as well as from information presented by the Drawings and Specifications made a part of this Contract, or any other information made available to him prior to receipt of Bids. Any failure by the CONTRACTOR to acquaint himself with the available information will not relieve him from responsibility for estimating properly the difficulty or cost of successfully performing the Work. Any additional information necessary to ascertain subsurface soil conditions, including test holes and soil borings, not provided by the OWNER shall be undertaken by the BIDDER prior to bidding at his cost. Such exploration shall be adequate to satisfy the BIDDER of the materials expected to be encountered on the project. The OWNER assumes no responsibility for any conclusions or interpretations made by the CONTRACTOR on the basis of the information made available by the OWNER.

Differing Site Conditions

4.4 (a) The CONTRACTOR shall promptly, and before such conditions are disturbed, notify the OWNER in writing of: (1) subsurface or latent physical conditions at the site differing materially from those indicated in this contract, or (2) unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract. The OWNER shall promptly

investigate the conditions, and if he finds that such conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed as a result of such conditions, an equitable adjustment shall be made and the contract modified in writing accordingly.

(b) No claim of the CONTRACTOR under this clause shall be allowed unless the CONTRACTOR has given the notice required in (a) above.

(c) No claim by the CONTRACTOR for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.

ARTICLE 5 - BONDS AND INSURANCE:

Performance and Payment Bonds:

5.1 The contractor's attention is directed to the Information for Bidders and Supplement to General Conditions.

Contractor's Liability Insurance:

5.2 The CONTRACTOR shall provide the OWNER with insurance certificates certifying that all required insurance is in force; and such insurance certificates shall include provisions that the insurance shall not be canceled, allowed to expire or be materially changed without giving the OWNER advance notice by registered mail.

5.3 The CONTRACTOR agrees that if any part of the Work under the contract is sublet, he will require the Subcontractor(s) to carry insurance as required, and that he will require the Subcontractor(s) to furnish to him insurance certificates similar to those required by the OWNER in 5.1 and 5.2 above.

5.4 The CONTRACTOR agrees to add ENGINEER to insurance policy as additional insured.

Owner's Liability Insurance

5.5 The OWNER will be responsible for purchasing and maintaining his own liability insurance and, at his option, may purchase and maintain such insurance as will protect him against claims which may arise from operations under the Contract Documents.

Fire and Extended Coverage Insurance (Builders' Risk):

5.6 The CONTRACTOR shall maintain, as applicable, in an Insurance Company or Insurance Companies acceptable to the OWNER, Fire, Extended Coverage and

Vandalism & Malicious Mischief Insurance on buildings and structures, while in the course of construction, including foundations, additions, attachments and all permanent fixtures belonging to and constituting a part of said buildings or structures. The policy or policies shall also cover machinery, if the cost of machinery is included in the Contract. The amount of insurance should at all times be at least equal to the actual cash value of the insured property. The policy shall be in the name of the OWNER and the CONTRACTOR, as their interests may appear, and shall also cover the interests of all Subcontractors performing work.

5.7 The CONTRACTOR shall provide the OWNER with satisfactory evidence certifying that the foregoing insurance is in force; and such evidence shall include provisions that the insurance shall not be canceled, allowed to expire or be materially changed without giving the OWNER advance notice by registered mail.

Cancellation and Re-Insurance:

5.8 If any insurance should be canceled or changed by the insurance company or should any insurance expire during the period of this Contract, the CONTRACTOR shall be responsible for securing other acceptable insurance to provide the coverage specified in this section to maintain continuous coverage during the life of this Contract.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES:

Supervision and Superintendence:

6.1 The CONTRACTOR will supervise and direct the Work. He will be solely responsible for the means, methods, techniques, safety, sequences and procedures of construction. The CONTRACTOR will employ and maintain on the Work a qualified supervisor or superintendent who shall have been designated in writing by the CONTRACTOR as the CONTRACTOR'S representative at the site. The supervisor shall have full authority to act on behalf of the CONTRACTOR and all communications given to the supervisor shall be as binding as if given to the CONTRACTOR. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the Work. (Copies of written communications given to the Superintendent shall be mailed to the Contractor's home or office.)

Labor, Materials and Equipment:

6.2 The CONTRACTOR will provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. He will at all times maintain good discipline and order at the site.

6.3 The CONTRACTOR will furnish all materials, equipment, labor, transportation,

construction equipment and machinery, tools, appliances, fuel, power, light, heat, local telephone, water and sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of the Work.

6.4 All materials and equipment will be new, except as otherwise provided in the Contract Documents. When special makes or grades of material which are normally packaged by the supplier or manufacturer are specified or approved, such materials shall be delivered to the site in their original packages or container with seals unbroken and labels intact.

6.5 All materials and equipment shall be applied, handled, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator or processors and industry standards, except as otherwise provided in the Contract Documents.

Materials, Equipment, Products and Substitutions:

6.6 Materials, equipment and products incorporated in the Work must be approved for use before being purchased by the CONTRACTOR. The CONTRACTOR shall submit to the ENGINEER a list of proposed materials, equipment or products, together with such samples as may be necessary for him to determine their acceptability and obtain his approval, within ninety (90) calendar days after award of Contract. No request for payment for "or equal" equipment will be approved until this list has been received and approved by the ENGINEER.

6.6.1 Whenever a material, article or piece of equipment is identified on the drawings or Specifications by reference to brand names or catalogue number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered. The CONTRACTOR may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the Contract Documents by reference to brand names or catalog number, and if, in the opinion of the ENGINEER, such material, article, or piece of equipment is of equal substance and function to that specified, the ENGINEER may approve its substitution and use by the CONTRACTOR. Incidental charges or extra component parts required to accommodate the substitute will be made by the CONTRACTOR without a change in the Contract Price, or Contract Time.

6.6.2 No substitute shall be ordered or installed without the written approval of the ENGINEER who shall be the judge of equality.

6.6.3 Delay caused by obtaining approvals for substitute materials will not be considered justifiable grounds for an extension of construction time.

6.6.4 Should any work or materials, equipment or products not conform to requirements of the Drawings and Specifications or become damaged during the process of the Work, such Work or materials shall be removed and replaced, together with any work disarranged by such alterations, at any time before completion and acceptance of the Project. All such work shall be done at the expense of the CONTRACTOR. (See paragraph 7.10)

6.6.5 No materials or supplies for the Work shall be purchased by the CONTRACTOR or by any Subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the Seller. The CONTRACTOR warrants that he has good title to all materials and supplies used by him in the Work.

Concerning Subcontractors:

6.7 The CONTRACTOR will not employ any Subcontractor, other person or organization of the types referred to in paragraph 2.10 (whether initially or as a substitute) against whom the OWNER or the ENGINEER may have reasonable objection, nor will the CONTRACTOR be required to employ any Subcontractor against whom he has reasonable objection. The CONTRACTOR will not make any substitution for any Subcontractor who has been accepted by the OWNER and the ENGINEER, unless the ENGINEER determines that there is good cause for doing so.

6.8 The CONTRACTOR shall be fully responsible for all acts and omissions of his Subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that he is responsible for the acts and omissions of persons directly employed by him. Nothing in the Contract Documents shall create any contractual relationship between OWNER or ENGINEER and any Subcontractor or other person or organization having a direct contract with CONTRACTOR, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any moneys due any Subcontractor or other person or organization, except as may otherwise be required by law. OWNER or ENGINEER may furnish to any Subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to CONTRACTOR on account of specific Work done in accordance with the schedule of values.

6.9 The divisions and sections of the Specifications and the identifications of any drawings shall not control the CONTRACTOR in dividing the work among Subcontractors or delineating the Work to be performed by any specific trade.

6.10 The CONTRACTOR agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the OWNER.

6.11 All Work performed for the CONTRACTOR by a Subcontractor shall be pursuant to an appropriate agreement between the CONTRACTOR and the Subcontractor.

6.12 The CONTRACTOR shall be responsible for the coordination of the trades, Subcontractors and material men engaged upon his Work.

6.12.1 The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the CONTRACTOR by the terms of these General Conditions and other Contract Documents insofar as applicable to the Work of Subcontractors, and to give the CONTRACTOR the same power as regards terminating any subcontract that the OWNER may exercise over the CONTRACTOR under any provisions of the Contract Documents.

6.12.2 The OWNER or ENGINEER will not undertake to settle any differences between the CONTRACTOR and his Subcontractors or between Subcontractors.

6.12.3 If in the opinion of the ENGINEER, any Subcontractor on the project proves to be incompetent or otherwise unsatisfactory, he shall be replaced if and when directed in writing.

Patent Fees and Royalties:

6.13 The CONTRACTOR will pay all license fees and royalties and assume all costs incident to the use of any invention, design, process or device which is the subject of patent rights or copyrights held by others. He will indemnify and hold harmless the OWNER and ENGINEER and anyone directly or indirectly employed by either of them from and against all claims, damages, losses, and expenses (including attorneys' fees) arising out of any infringement of such rights during or after completion of the Work and shall defend all such claims in connection with any alleged infringement of such rights.

6.14 The CONTRACTOR shall be responsible for determining the application of patent rights and royalties on materials, appliances, articles or systems prior to bidding. However, he shall not be responsible for such determination on systems which do not involve purchase by him of materials, appliances, and articles.

Permits:

6.15 The CONTRACTOR will secure and pay for all construction permits and licenses and will pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of his Bid. When such charges are normally made by the OWNER, there will be no charges to the CONTRACTOR. The OWNER shall assist the CONTRACTOR, when necessary, in obtaining such permits and licenses. The CONTRACTOR will also pay all public

utility charges.

Laws and Regulations:

6.16 The CONTRACTOR will give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If the CONTRACTOR observes that the Specifications or Drawings are at variance therewith, he will give the ENGINEER prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate Modification. If the CONTRACTOR performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the ENGINEER, he will bear all costs arising wherefrom; however, it shall not be his primary responsibility to make certain that the Drawings and Specifications are in accordance with such laws, ordinances, rules and regulations.

Taxes:

6.17 Cost of all sales and other taxes for which the CONTRACTOR is liable under the Contract shall be included in the Contract Price stated by the CONTRACTOR.

Record Drawings:

6.18 The CONTRACTOR will keep one record copy of all Specifications, Drawings, Addenda, Modifications, and Shop Drawings at the site in good order and annotated to show all changes made during the construction process. These shall be available to the Engineer and shall be delivered to him for the OWNER upon completion of the Project. It shall be used for this purpose only.

Safety and Protection:

6.19 The CONTRACTOR will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to:

6.19.1 All employees on the work and other persons who may be affected thereby.

6.19.2 All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site.

6.19.3 Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

6.20 The CONTRACTOR will designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the CONTRACTOR'S superintendent unless otherwise designated in writing by the CONTRACTOR to the OWNER.

Emergencies:

6.21 In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the ENGINEER or OWNER, is obligated to act, at his discretion, to prevent threatened damage, injury or loss. He will give the ENGINEER prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby, and a Change Order shall be issued covering the changes and deviations involved. If the CONTRACTOR believes that additional work done by him in an emergency which arose from causes beyond his control entitles him to an increase in the Contract Price or an extension of the Contract Time, he may make a claim therefore as provided in Articles 11 & 12.

Shop Drawing and Samples:

6.22 After checking and verifying all field measurements, the CONTRACTOR will submit to the ENGINEER for review, in accordance with the accepted schedule of Shop Drawing submissions (see paragraph 2.9) three (3) copies (or at the ENGINEER'S option, one reproducible copy) of all Shop Drawings, which shall have been checked by and stamped with the approval of the CONTRACTOR. The data shown on the Shop Drawings will be complete with respect to dimensions, design criteria, materials of construction and the like to enable the ENGINEER to review the information as required.

6.23 The CONTRACTOR will also submit to the ENGINEER for review, with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples will have been checked by and stamped with the approval of the CONTRACTOR, identified clearly as to material, manufacturer, any pertinent catalog numbers and the use for which intended.

6.24 At the time of each submission, the CONTRACTOR will in writing call the ENGINEER'S attention to any deviations that the Shop Drawings or sample may have from the requirements of the Contract Documents.

6.25 The ENGINEER will review with reasonable promptness Shop Drawings and samples, but his review shall be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents. The review of a separate item as such will not indicate review of the assembly in which the item functions. The CONTRACTOR will make any corrections required by the ENGINEER and will return the required number of

corrected copies of Shop Drawings and resubmit new samples until the review is satisfactory to the ENGINEER. The CONTRACTOR shall direct specific attention in writing or on resubmitted Shop Drawings to revisions other than the corrections called for by the ENGINEER on previous submissions. The CONTRACTOR'S stamp of approval on any Shop Drawings or sample shall constitute a representative to the OWNER and the ENGINEER that the CONTRACTOR has either determined and verified all quantities, dimensions, field construction criteria, materials, catalogue numbers and similar data or he assumes full responsibility for doing so, and that he has reviewed or coordinated each Shop Drawings or sample with the requirements of the Work and the Contract Documents.

6.26 No Work requiring a Shop Drawing or sample submission shall be commenced until the submission has been reviewed by the ENGINEER. A copy of each Shop Drawing and each approved sample shall be kept in good order by the CONTRACTOR at the site and shall be available to the ENGINEER.

6.27 The ENGINEER'S review of Shop Drawings or samples shall not relieve the CONTRACTOR from his responsibility for any deviations from the requirements of the Contract Documents unless the CONTRACTOR has in writing called the ENGINEER'S attention to such deviation at the time of submission and the ENGINEER has given written approval to the specific deviation, nor shall any review by the ENGINEER relieve the CONTRACTOR from responsibility for errors or omission in the Shop Drawings.

Cleaning Up:

6.28 The CONTRACTOR shall clean up behind the Work as much as is reasonably possible as the Work progresses. Upon completion of the Work, and before acceptance of and final payment for the Project by the OWNER, the CONTRACTOR shall remove all his surplus and discarded materials excavated material and rubbish from the roadways, sidewalks, parking areas, lawns and all adjacent property; shall clean his portion of Work involved in any building under this Contract, so that no further cleaning by the OWNER is necessary prior to his occupancy; shall restore all property, both public and private, which has been disturbed or damaged during the prosecution of the Work; and shall leave the whole in a neat and presentable condition.

6.29 Clean-up operations shall consistently be carried on by the CONTRACTOR at all times to keep the premises free from accumulation of waste materials and rubbish. Upon completion of the Work he shall remove all rubbish, tools, scaffolding, surplus materials, etc., and shall leave his work "broom clean", or its equivalent, unless more exactly specified elsewhere in the Contract. The CONTRACTOR shall do the cleaning for all trades upon completion of the Work.

6.30 General. In case of dispute, the OWNER may remove the rubbish and charge the cost to the CONTRACTOR as the ENGINEER shall determine to be just.

Public Convenience and Safety:

6.31 The CONTRACTOR shall, at all times, conduct the Work in such a manner as to insure the least practicable obstruction to public travel. The convenience of the general public and of the residents along and adjacent to the area of the Work shall be provided for in a satisfactory manner, consistent with the operation and local conditions. "Street Closed" signs shall be placed immediately adjacent to the Work, in a conspicuous position at such locations as traffic demands in accordance with the MUTCD. At any time that streets are required to be closed, the CONTRACTOR shall notify law enforcement agencies, fire departments, and parties operating emergency vehicles before the street is closed and again as soon as it is opened. Access to fire hydrants and other fire extinguishing equipment shall be provided and maintained at all times. The CONTRACTOR shall keep the portion of the project being used by the public in satisfactory condition. It may become necessary for the CONTRACTOR to sweep the roadway surface to completely remove debris.

Sanitary Provisions:

6.32 The CONTRACTOR shall furnish necessary toilet conveniences, secluded from public observation, for use of all personnel on the Work, whether or not in his employ. They shall be kept in a clean and sanitary condition and shall comply with the requirements and regulations of the Public Authorities having jurisdiction. He shall commit no public nuisance. Temporary sanitary facilities shall be removed upon completion of the Work and the premises shall be left clean.

Indemnification:

6.33 The CONTRACTOR will indemnify and hold harmless the OWNER and the ENGINEER and their agents and employees from and against all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss, or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than Work itself) including the loss of use resulting wherefrom and (b) is caused in whole or in part by any negligent act or omission of the CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

6.34 In any and all claims against the OWNER or the ENGINEER or any of their agents or employees, by any employee of the CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.33 shall

not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any Subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.

6.35 The obligations of the CONTRACTOR under paragraph 6.33 shall not extend to the liability of the Engineer's negligent acts, errors or omissions or those of his employees or agents.

Responsibility for Connecting to Existing Work:

6.36 It shall be the express responsibility of the CONTRACTOR to connect his Work to each part of the existing work or work previously installed as required by the Drawings and Specifications to provide a complete installation.

Work in Street, Highway and Other Rights-of-Way:

6.37 Excavation, grading, fill, storm drainage, paving and any other construction or installations in rights-of-way of streets, highways, public carrier lines, utility lines (either aerial, surface or subsurface), etc., shall be done in accordance with requirements of the Contract Documents. The CONTRACTOR will be responsible for obtaining all permits necessary for the work. Upon completion of the Work, CONTRACTOR shall present to ENGINEER certificates, in triplicate, from the proper authorities stating that the Work has been done in accordance with their requirements.

6.37.1 The OWNER will cooperate with the CONTRACTOR in obtaining action from any utilities or public authorities involved in the above requirements.

6.37.2 The ENGINEER shall be responsible for obtaining elevations of curbs and gutters, pavement, storm drainage structures, and other such items which must be established by governmental departments as soon as grading operations are begun on the site and, in any case, sufficiently early in the construction period to prevent any adverse effect on the Project.

Cooperation with Governmental Departments, Public Utilities, Etc.:

6.38 The OWNER shall be responsible for making all necessary arrangements with governmental departments, public utilities, public carriers, service companies and corporations owning or controlling roadways, railways, water, sewer, gas, electrical, telephone, and telegraph facilities such as pavements, tracks, piping, wires, cables, conduits, poles, guys, etc., including incidental structure connected therewith, that are encountered in the work in order that such items may be properly shored, supported and protected, or the CONTRACTOR may relocate them if he so desires. The CONTRACTOR shall give all proper notices, shall comply with requirements of

such parties in the performance of his Work, shall permit entrance of such parties on the Project in order that they may perform their necessary work, and shall pay all charges and fees made by such parties for this work.

6.38.1 The CONTRACTOR'S attention is called to the fact that there may be delays on the Project due to work to be done by governmental departments, public utilities, and others in repairing or moving poles, conduits, etc. The CONTRACTOR shall cooperate with the above parties, in every way possible, so that the construction can be completed in the least possible time.

6.38.2 The CONTRACTOR shall have made himself familiar with all codes, laws, ordinances and regulations which in any manner affect those engaged or employed in the Work, or materials and equipment used in or upon the Work, or in any way affect the conduct of the Work, and no plea of misunderstanding will be considered on account of his ignorance thereof.

Use of Premises:

6.39 CONTRACTOR shall confine his apparatus, storage of materials, and operations of his workmen to limits indicated by law, ordinances, permits, and directions of ENGINEER and OWNER, and shall not unnecessarily encumber any part of site.

6.39.1 CONTRACTOR shall not overload or permit any part of any structure to be loaded with such weight as will endanger its safety, nor shall he subject any part of the Work to stresses or pressures that will endanger it.

6.39.2 CONTRACTOR shall enforce OWNER'S instructions in connection with signs, advertisements, fires and smoking.

6.39.3 CONTRACTOR shall arrange and cooperate with OWNER in routing and parking of automobiles of his employees, subcontractors and other personnel and in routing material delivery trucks and other vehicles to the Project Site.

Protection of Existing Property Improvements:

6.40 Any existing surface or subsurface improvements, such as pavements, curbs, sidewalks, pipes or utilities, footings or structures (including portions thereof), trees, and shrubbery not indicated on the Drawings or noted in the Specifications as being removed or altered shall be protected from damage during construction of the Project. Any such improvements damaged during construction of the Project shall be restored to a condition equal to that existing at time of award of Contract.

Temporary Heat:

6.41 The General CONTRACTOR shall provide heat, fuel and services as necessary to protect all work and materials, within all habitable areas of permanent building construction, for all contracts against injury from dampness and cold until final acceptance of all work and materials for the Project, unless building is fully occupied by the OWNER prior to such acceptance, in which case the OWNER shall assume all expenses of heating from date of full occupancy. In areas outside those covered above, each prime contractor shall be responsible for providing such temporary heat, fuel and services as required to protect his work or shall make all necessary arrangements with the General CONTRACTOR for providing such temporary heat, fuel and services. Unless otherwise specifically permitted by Special Conditions, the permanent heating system shall not be used to provide temporary heat. CONTRACTOR'S proposed methods of heating shall be submitted for approval.

ARTICLE 7 - WORK BY OTHERS:

7.1 The OWNER may perform additional work related to the Project by himself, or he may let other direct contracts therefore which shall contain General Conditions similar to these. The CONTRACTOR will afford the other contractors who are parties to such direct contracts (or the OWNER, if he is performing the additional work himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of work and shall properly connect and coordinate his Work with theirs.

7.2 If any part of the CONTRACTOR'S work depends for proper execution or results upon the work of any such other CONTRACTOR (or the OWNER), the CONTRACTOR will promptly report to the ENGINEER in writing any defects or deficiencies in such work that render it unsuitable for such proper execution and results.

7.3 The CONTRACTOR will do all cutting, fitting, and patching of his Work that may be required to make its several parts come together properly and fit it to receive or be received by such other work. The CONTRACTOR will not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the ENGINEER and of the other contractors whose work will be affected.

7.4 If the performance of additional work by other contractors or the OWNER is not noted in the Contract Documents prior to the execution of the Contract, written notice thereof shall be given to the CONTRACTOR prior to starting any such additional work. If the CONTRACTOR believes that the performance of such additional work by the OWNER or others involves him in additional expense or entitles him to an extension of the Contract Time, he may make a claim therefore as

provide in Articles 11 and 12.

7.5 Where practicable, the CONTRACTOR shall build around the work of other separate contractors or shall leave chases, slots and holes as required to receive and to conceal within the general construction work the work of such other separate contractors as directed by them. Where such chases, slots, etc., are impracticable, the work shall require specific approval of the ENGINEER.

7.6 Necessary chases, slots and holes not built or left by the CONTRACTOR shall be cut by the separate contractor requiring such alterations after approval of the CONTRACTOR. The CONTRACTOR shall do all patching and finishing of his Work where cut by other contractors at the expense of such other contractors.

7.7 Cooperation is required in the use of site facilities and in the detailed execution of the Work. Each contractor shall coordinate his operations with those of the other contractors for the best interest of the Work in order to prevent delay in the execution thereof.

7.8 Each contractor shall keep himself informed of the progress of the work of other contractors. Should lack of progress or defective workmanship on the part of other contractors interfere with his operations, the CONTRACTOR shall notify the ENGINEER immediately. Lack of such notice to the ENGINEER will be construed as acceptance by the CONTRACTOR of the status of the work of other contractors as being satisfactory for proper coordination of his own work.

7.9 Each contractor shall give notices of the progress of his work so as to allow other contractors adequate opportunity to properly direct and coordinate their work. The CONTRACTOR shall give notices of the progress of his Work so that work of other contractors, when required to be concealed, may be placed before the general construction Work. All such notices shall be submitted to the ENGINEER with copies to other prime contractors on the Project sufficiently ahead of job progress to permit adequate time for the other prime contractors to coordinate their work.

7.10 The cost of extra work resulting from lack of notices, untimely notices, failure to respond to notices, defective work or lack of coordination shall be borne by the CONTRACTOR responsible for such lack of notices, etc.

ARTICLE 8 - OWNER'S RESPONSIBILITIES:

8.1 The OWNER will issue all communications to the CONTRACTOR through the ENGINEER.

8.2 In case of termination of the employment of the ENGINEER, the OWNER will appoint an engineer against whom the CONTRACTOR makes no reasonable

objection, whose status under the Contract Documents shall be that of the former ENGINEER. Any dispute in connection with such appointment shall be subject to arbitration, if mutually agreeable.

8.3 The OWNER will furnish the data required of him under the Contract Documents promptly and shall make payments to the CONTRACTOR promptly after they are due as provided in Article 14.

8.4 OWNER'S duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.1, 4.4 and the Special Conditions. Paragraphs 4.2 and 4.3 refer to OWNER'S identifying and making available to CONTRACTOR copies of surveys and investigation reports of subsurface and latent physical conditions at the site or otherwise affecting performance of the Work which have been relied upon by ENGINEER in preparing the Drawings and Specifications.

8.5 The OWNER'S responsibilities in respect of liability and property insurance are set forth in paragraph 5.4.

8.6 In addition to his rights to request changes in the Work in accordance with Article 10, the OWNER (especially in certain instances as provided in paragraph 10.4) will be obligated to execute Change Orders.

8.7 In connection with the OWNER'S right to stop Work or suspend Work; see paragraph 15.1. Paragraph 15.3 deals with the OWNER'S right to terminate services of the CONTRACTOR under certain circumstances.

8.8 The OWNER shall have the right to take possession of and use any completed or partially completed portions of the Work, notwithstanding the fact that the time for completing the entire Work or any portion thereof may not have expired; but such taking possession and use shall not be deemed an acceptance of any Work not completed in accordance with the Contract Documents. If such prior use increases the cost of or delays the Work, the CONTRACTOR shall be entitled to such extra compensation or extension of time or both, except by prior agreement, as the ENGINEER may determine. See paragraph 14.11.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION:

Owner's Representative:

9.1 The ENGINEER shall be the OWNER'S representative during the construction period. The duties and responsibilities and the limitations of authority of the ENGINEER as the OWNER'S representative during construction are set forth in Articles 1 through 17 of these General Conditions and shall not be extended without written consent of the OWNER and the ENGINEER.

9.1.1 The ENGINEER'S decision, in matters relating to aesthetics shall be final, if within the terms of the Contract Documents.

9.1.2 Except as may be otherwise provided in this contract all claims, counter-claims, disputes and other matters in question between the OWNER and the CONTRACTOR arising out of or relating to this agreement or the breach thereof will be decided by arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the State in which the OWNER is located.

Visits to Site:

9.2 The ENGINEER will make periodic visits to the site to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. He will not be required to make continuous on-site observations to check the quality or quantity of the Work. His efforts will be directed toward ascertaining on behalf of the OWNER that the completed Project will conform to the requirements of the Contract Documents. On the basis of his on-site observations as an experienced and qualified design professional, he will keep the OWNER informed of the progress of the Work and will endeavor to guard the OWNER against defects and deficiencies in the Work of contractors.

Clarifications and Interpretations:

9.3 The ENGINEER will issue with reasonable promptness such written clarification or interpretations of the Contract Documents (in the form of Drawings or otherwise) as he may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If the Contractor believes that a written clarification and interpretation entitles him to an increase in the Contract Price or extension of Contract Time, he may make a claim therefore as provided in Articles 11 and 12.

Measurement of Quantities:

9.4 All Work completed under the Contract will be measured by the CONTRACTOR according to the United States Standard Measures. All linear surface measurements will be made horizontally or vertically as required by the item measured.

Rejecting Defective Work:

9.5 The ENGINEER will have authority to disapprove or reject Work which is "defective" (which term is hereinafter used to describe Work that is unsatisfactory, faulty or defective, or does not meet the requirements of any inspection, test or

approval or has been damaged prior to final acceptance). He will also have authority to require special inspection or testing of the Work whether or not the Work is fabricated, installed or completed.

Shop Drawings, Change Orders and Payments:

9.6 In connection with the ENGINEER'S responsibility as to Shop Drawings and samples, see paragraphs 6.22 through 6.27, inclusive.

9.7 In connection with the ENGINEER'S responsibility for Change Orders; see Articles 10, 11, and 12.

9.8 In connection with the ENGINEER'S responsibilities in respect of Application for Payment, etc., see Article 14.

Resident Project Representative:

9.9 The OWNER or the ENGINEER will provide on-site representation sufficient to guarantee that construction is in general compliance with the construction drawings and the contract specifications.

Decisions on Disagreements:

9.10 The ENGINEER will be the initial interpreter of the terms and conditions of the Contract Documents and the judge of the performance hereunder. In his capacity as interpreter and judge, he will exercise his best efforts to insure faithful performance by both the OWNER and the CONTRACTOR. He will not show partiality to either and shall not be liable for the result of any interpretation or decision rendered in good faith. Claims, disputes and other matters relating to the execution and progress of the Work or the interpretation of or performance under the Contract Documents shall be referred initially to the ENGINEER for decision; which he shall render in writing within a reasonable time.

9.11 Either the OWNER or the CONTRACTOR, if the other agrees, may request legal action with respect to any such claim, dispute or other matter that has been referred to the ENGINEER, except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.11, such legal action to be in accordance with Article 16. However, no request for legal action of any such claim, dispute or other matter shall be made until the earlier of (a) the date on which the ENGINEER has rendered his decision or (b) the tenth day after the parties have presented their evidence to the ENGINEER if he has not rendered his written decision before that date. No request for legal action shall be made later than thirty (30) days after the date on which the ENGINEER rendered his written decision in respect of the claim, dispute or other matter as to which legal action is sought; and the failure to request legal action within said thirty (30) days period shall result in

the ENGINEER'S decision being final and binding upon the OWNER and the CONTRACTOR. If the ENGINEER renders a decision after legal proceedings have been initiated, such decision may be entered as evidence but shall not supersede the legal proceedings, except where the decision is acceptable to the parties concerned.

Limitations on Engineer's Responsibilities:

9.12 Neither the ENGINEER'S authority to act under this Article 9 nor any decision made by him in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of the ENGINEER to the CONTRACTOR, any Subcontractor, any of their agents or employees or any other person performing any of the Work.

9.13 The ENGINEER will not be responsible for the construction means, methods, techniques, sequences or procedures, or the safety precautions and programs incident thereto, and he will not be responsible for the CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

9.14 The ENGINEER will not be responsible for the acts or omissions of the CONTRACTOR, or any Subcontractors, or any of his or their agents or employees, or any other person performing any of the Work.

ARTICLE 10 - CHANGES IN THE WORK:

10.1 Without invalidating the Agreement, the OWNER may, at any time or from time to time, order additions, deletions or revisions in the Work; these will be authorized by Change Orders. Upon receipt of a Change Order, the CONTRACTOR will proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in Article 11 or Article 12. A Change Order signed by the CONTRACTOR indicates his agreement therewith.

10.2 The ENGINEER may authorize minor changes or alterations in the Work not involving extra cost and not inconsistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order. If the CONTRACTOR believes that any minor change or alteration authorized by the ENGINEER entitles him to an increase in the Contract Price or extension of Contract Time, he may make a claim therefore as provided in Articles 11 and 12.

10.3 Additional Work performed by the CONTRACTOR without authorization of a Change Order will not entitle him to an increase in the Contract Price or an extension of the Contract Time, except in the case of an emergency as provided in paragraph 6.21 and except as provided in paragraph 10.2.

10.4 The OWNER will execute appropriate Change Orders prepared by the ENGINEER covering changes in the Work to be performed as provided in paragraph 4.4, and Work performed in an emergency as provided in paragraph 6.21 and any other claim of the CONTRACTOR for a change in the Contract Time or the Contract Price which is approved by the ENGINEER.

10.5 It is the CONTRACTOR'S responsibility to notify his surety of any changes affecting the general scope of the Work or change in the Contract Price and the amount of the applicable bonds shall be adjusted accordingly. The CONTRACTOR will furnish proof of such adjustment to the OWNER.

ARTICLE 11 - CHANGE OF CONTRACT PRICE:

11.1 The Contract Price constitutes the total compensation payable to the CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the CONTRACTOR shall be at his expense without changing the Contract Price.

11.2 (a) The OWNER may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make any change in the Work within the general scope of the contract, including but not limited to changes:

- (1) In the specifications (including drawings and designs);
- (2) In the method or manner of performance of the work;
- (3) In the Owner-furnished facilities, equipment, materials, services, or site; or
- (4) Directing acceleration in the performance of the work.

(b) Any other written order or an oral order (which terms as used in this paragraph (b) shall include direction, instruction, interpretation or determination) from the OWNER, which causes any such change, shall be treated as a change order under this clause, provided that the CONTRACTOR gives the OWNER written notice stating the date, circumstances, and source of the order and that the CONTRACTOR regards the order as a change order.

(c) Except as herein provided, no order, statement, or conduct of the OWNER shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment hereunder.

(d) If any change under this clause causes an increase or decrease in the CONTRACTOR'S cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any order, an equitable adjustment shall be made and the contract modified in writing accordingly: PROVIDED, HOWEVER, that except for claims based on defective specifications, no claim for any change under (b) above shall be allowed for any costs incurred more

than 20 days before the CONTRACTOR gives written notice as therein required. And provided further, that in the case of defective specifications for which the OWNER is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the CONTRACTOR in attempting to comply with such defective specifications.

(e) If the CONTRACTOR intends to assert a claim for an equitable adjustment under this clause, he must, within 30 days after receipt of a written change order under (a) above or the furnishing of a written notice under (b) above, submit to the OWNER a written statement setting forth the general nature and monetary extent of such claim, unless this period is extended by the OWNER. The statement of claim hereunder may be included in the notice under (b) above.

(f) No claim by the CONTRACTOR for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.

11.3 The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

11.3.1 Where the Work involved is covered by unit prices contained in the Contract Documents by application of unit prices to the quantities of the items involved.

11.3.2 By negotiated lump sum.

11.3.3 The actual cost for labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the work plus a fixed amount to be agreed upon to cover the cost of general overhead and profit to be negotiated.

11.4 The term Cost of the Work means the sum of all costs necessarily incurred and paid by the CONTRACTOR in the proper performance of the Work. Except as otherwise maybe agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in paragraph 11.5:

11.4.1 Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to salaries and wages plus the costs of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing work after regular working hours, on Sunday or legal holidays shall be included in the

above to the extent authorized by OWNER.

11.4.2 Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and manufacturer's field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

11.4.3 Payments made by CONTRACTOR to the Subcontractors for Work performed by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from Subcontractors acceptable to him and shall deliver such Bids to OWNER who will then determine with the advice of ENGINEER, which Bids will be accepted. If a subcontract provides that the Subcontractor is to be paid on the basis of Cost of Work plus a Fee, the cost of the Work shall be determined in accordance with paragraphs 11.4 and 11.5.

11.4.4 Costs of special consultants (including but not limited to, engineers, architects, testing laboratories, surveyors, lawyers and accountants) employed for services specifically related to the Work.

11.4.5 Supplemental costs including the following:

11.4.5.1 The proportion of necessary transportation, travelling and subsistence expenses of CONTRACTOR'S employees incurred in discharge of duties connected with the Work.

11.4.5.2 Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workmen, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of CONTRACTOR.

11.4.5.3 Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or other in accordance with rental agreements approved by OWNER with the advice of ENGINEER, and the cost of transportation, loading, unloading, installation, dismantling and removal thereof--all in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall end when the use thereof is no longer necessary for the Work.

11.4.5.4 Sales, use or similar taxes related to the Work, and for which CONTRACTOR is liable imposed by any governmental authority.

11.4.5.5 Deposits lost for causes other than CONTRACTOR'S negligence, royalty payments and fees for permits and licenses. Costs for permits and licenses must be shown as a separate item.

11.4.5.6 Losses, damages and expenses, not compensated by insurance or otherwise, sustained by CONTRACTOR in connection with the execution of, and to, the Work, provided they have resulted from causes other than the negligence of CONTRACTOR, any Subcontractors, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages and expenses shall be included in the Cost of Work for the purpose of determining CONTRACTOR'S fee. If, however, any such loss or damage requires reconstruction and CONTRACTOR is placed in charge thereof, he shall be paid for his services a fee proportionate to that stated in paragraph 11.6.2.

11.4.5.7 The cost of utilities, fuel and sanitary facilities at the site.

11.4.5.8 Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.

11.4.5.9 Cost of premiums for additional Bonds and Insurance required because of changes in the Work.

11.5 The term cost of the Work shall not include any of the following:

11.5.1 Payroll costs and other compensation of CONTRACTOR'S officers, executives, principals, (of partnership and sole proprietorships), general managers, engineers, architects, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in his principal or a branch office for general administration of the Work and not specifically included in the schedule referred to in subparagraph 11.4.1 -- all of which are to be considered administrative costs covered by the CONTRACTOR'S Fee.

11.5.2 Expenses of CONTRACTOR'S principal and branch offices other than his office at the site.

11.5.3 Any part of CONTRACTOR'S capital expenses, including interest on CONTRACTOR'S capital employed for the Work and charges against CONTRACTOR'S for delinquent payments.

11.5.4 Cost of premiums for all bonds and for all insurance policies whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except as otherwise provide in subparagraph 11.4.5.9.)

11.5.5 Costs due to the negligence of CONTRACTOR, any Subcontractors, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable including but not limited to, the correction of defective work, disposal of materials or equipment wrongly supplied and making good any damage to property.

11.5.6 Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 11.4.

11.6 The CONTRACTOR'S Fee which shall be allowed to CONTRACTOR for his overhead and profit shall be determined as follows;

11.6.1 A mutually acceptable firm fixed price; or if none can be agreed upon,

11.6.2 A mutually acceptable fixed fee based on the estimate of the various portions of the Cost of the Work.

11.7 The amount of credit to be allowed by CONTRACTOR to OWNER for any such change which results in a net decrease in cost will be the amount of the actual net decrease. When both additions and credits are involved in any one change, the net shall be computed to include overhead and profit, identified separately, for both additions and credits.

11.8 Whenever the cost of any Work is to be determined pursuant to paragraphs 11.4 and 11.5, CONTRACTOR will submit in form prescribed by ENGINEER an itemized cost breakdown together with supporting data.

11.9 Allowances: It is understood that the CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be done by such material men, suppliers, or Subcontractors and for such sums within the limit of the allowances as the ENGINEER may approve. Upon final payment, the Contract Price shall be adjusted as required and an appropriate Change Order issued. The CONTRACTOR agrees that the original Contract Price includes such sums as he deems proper for costs and profit on account of cash allowances. No demand for additional cost or profit in connection therewith will be allowed.

11.9.1 These allowances shall cover the cost to the CONTRACTOR less any applicable trade discount, of the materials and equipment required by the allowance delivered at the site, and all applicable taxes.

11.9.2 The CONTRACTOR'S costs for unloading and handling on site, labor, installation costs, overhead, profit and other expenses contemplated for the original allowance shall be included in the Contract Price and not in the allowance.

11.9.3 Whenever the cost, as described in 11.9.1 above, is more than or less than the allowance, the Contract Price shall be adjusted accordingly by Change Order. The amount of the Change Order will recognize changes, if any, in handling costs on the site, labor, installation costs, overhead, profit and other expenses, except that whenever unit price allowances are stipulated for brick, the Change Order will not include any cost as described in 11.5 above.

ARTICLE 12 - CHANGE OF THE CONTRACT TIME:

12.1 The Contract Time may only be changed by a Change Order. Any claim for an extension in the Contract Time shall be based on written notice delivered to OWNER and ENGINEER within ten days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within forty-five days of such occurrence unless ENGINEER allows an additional period of time to ascertain more accurate data. All claims for adjustment in the Contract Time shall be determined by ENGINEER if OWNER and CONTRACTOR cannot otherwise agree. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order.

12.2 The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of CONTRACTOR if he makes a claim therefore as provided in paragraph 12.1. Such delays shall include, but not be restricted to, acts or neglect by any separate contractor employed by OWNER, fires, floods, labor disputes, epidemics, or acts of God.

12.3 All time limits stated in the Contract Documents are of the essence of the Agreement. The provisions of the Article 12 shall not exclude recovery for damages (including compensation for additional professional services) for delay by either party.

12.4 No claim for delay shall be allowed because of failure to furnish Drawings until two weeks after demand for such drawings and not then unless such claim be reasonable.

12.5 This article does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

ARTICLE 13 - GUARANTY:

13.1 The CONTRACTOR shall guarantee all materials and equipment furnished and Work performed for a period of one (1) year from the date of SUBSTANTIAL COMPLETION. The CONTRACTOR warrants and guarantees for a period of one (1) year from the date of SUBSTANTIAL COMPLETION of the system that the completed system is free from all defects due to faulty materials or workmanship

and the CONTRACTOR shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The OWNER will give notice of observed defects with reasonable promptness. In the event that the CONTRACTOR should fail to make such repairs or adjustments, in the Work that may be made necessary by such defects, the OWNER may do so and charge the CONTRACTOR the cost thereby incurred. The Performance Bond shall remain in full force and effect through the guarantee period.

ARTICLE 14 - PAYMENTS AND COMPLETION:

Payments to Contractors:

14.1 At least ten (10) days before each progress payment falls due (but not more often than once a month), the CONTRACTOR will submit to the ENGINEER a partial payment estimate filled out and signed by the CONTRACTOR covering the WORK performed during the period covered by the partial payment estimate and supported by such data as the ENGINEER may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the OWNER. The ENGINEER will, within ten (10) days after receipt of each partial payment estimate, either indicate in writing his approval of payment and present the partial payment estimate to the OWNER or revise the partial payment estimate provides the same to the CONTRACTOR indicating in writing his reasons for refusing or revising payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the partial payment estimate. The OWNER will, within forty-five (45) days of presentation to him of an approved partial payment estimate, pay the CONTRACTOR a progress payment on the basis of the approved partial payment estimate. The OWNER may retain a portion of the amount otherwise due the CONTRACTOR. Except as State law otherwise provides, the amount the OWNER retains shall be limited to the following:

14.1.1 Withholding of not more than 5 percent of the payment claimed until work is 50 percent complete;

14.1.2 When Work is 50 percent complete, reduction of the withholding to 2.5 percent of the dollar value of all Work satisfactorily completed to date, provided that the CONTRACTOR is making satisfactory progress and there is no specific cause for greater withholding and the same is requested by the CONTRACTOR in writing;

14.1.3 When the Work is substantially complete (operational or beneficial occupancy), the withheld amount shall be further reduced below 5 percent to only that amount necessary to assure completion.

14.1.4 The OWNER may reinstate up to 5 percent withholding if the OWNER determines, at its discretion, that the CONTRACTOR is not making satisfactory progress or there is other specific cause for such withholding.

Contractor's Warranty of Title:

14.2 The CONTRACTOR warrants and guarantees that title to all work, materials and equipment covered by an Application for Payment, whether incorporated in the Project or not, will have passed to the OWNER prior to the making of the Application for payment, free and clear of all liens, claims, security interests and encumbrances (hereafter in these General Conditions referred to as "Liens") and that no work, materials or equipment covered by an Application for Payment will have been acquired by the CONTRACTOR or by any other person performing the Work at the Site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by the CONTRACTOR or such other person.

Approval of Payments:

14.3 The ENGINEER'S approval of any payment requested in an Application for Payment shall constitute a representation by him to the OWNER, based on the ENGINEER'S on-site observations of the Work in progress as an experienced and qualified design professional and on his review of the Application of Payment and the supporting data, that the Work has progressed to the point indicated; That, to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and any qualifications stated in his approval), and that the CONTRACTOR is entitled to payment of the amount approved. However, by approving any such payment, the ENGINEER shall not thereby be deemed to have represented that he made exhaustive or continuous on-site observations to check the quality or the quantity of the Work, or that he has reviewed the means, methods, techniques, sequences, and procedures of construction or that he has made any examination to ascertain how or for what purpose the CONTRACTOR has used the moneys paid or to be paid to him on account of the Contract Price, or that title to any Work, materials, or equipment has passed to the OWNER free and clear of any Liens.

14.4 The CONTRACTOR shall make the following certification on each request for payment:

"I hereby certify that the labor and materials listed on this request for payment has been used in the construction of this work or that all materials included in this request for payment and not yet incorporated into the construction are now on the site or stored at an approved location; and payment received from the last request

for payment has been used to make payments to all first-tier subcontractors and suppliers except as listed below."

14.5 The ENGINEER'S approval of final payment shall constitute an additional representation by him to the OWNER that the conditions precedent to the CONTRACTOR'S being entitled to final payment as set forth in paragraph 14.11 have been fulfilled.

14.6 The ENGINEER may refuse to approve the whole or any part of any payment if, in his opinion, he is unable to make such representations to the OWNER. He may also refuse to approve any such payment, because of subsequently discovered evidence or the results of subsequent inspections or tests nullify any such payment previously approved, to such extent as may be necessary in his opinion to protect the OWNER from loss because:

14.6.1 The Work is defective, reasonable doubt exists to the integrity, or completed Work has been damaged requiring correction or replacement,

14.6.2 The Work for which payment is request cannot be verified,

14.6.3 Claims or Liens have been filed or there is reasonable evidence indicating the probable filing thereof,

14.6.4 The Contract Price has been reduced because of Modifications,

14.6.5 The OWNER has been required to correct defective Work or complete the Work in accordance with paragraph 13.1,

14.6.6. Of unsatisfactory prosecution of the Work, including failure to clean up as required by paragraphs 6.29 and 6.30,

14.6.7. Of persistent failure to cooperate with other contractors on the Project and persistent failure to carry out the Work in accordance with the Contract Documents,

14.6.8. Of liquidated damages payable by the CONTRACTOR or,

14.6.9. Of any other violation of, or failure to comply with, the provisions of the Contract Documents.

14.7 Prior to Substantial Completion, the OWNER, with the approval of the ENGINEER and with the concurrence of the CONTRACTOR, may use any completed or substantially completed portions of the Work. Such use shall not constitute and acceptance of such portions of the Work.

14.8 The OWNER shall have the right to enter the premises for the purpose of doing

work not covered by the Contract Documents. This provision shall not be construed as relieving the CONTRACTOR of the sole responsibility for the care and protection of the Work, or restoration of any damaged Work, except such as may be caused by agents or employees of the OWNER.

14.9 Upon completion and acceptance of the Work, the ENGINEER shall issue a certificate attached to the final payment request that the Work has been accepted by him under the conditions of the Contract Documents. The entire balance found to be due the CONTRACTOR, including the retained percentages, but except such sums as may be lawfully retained by the OWNER, shall be paid to the CONTRACTOR within forty-five (45) days of completion and acceptance of the Work.

14.10 The CONTRACTOR will indemnify and save the OWNER or the OWNER'S agents harmless from all claims growing out of the lawful demands of Subcontractors, laborers, workmen, mechanics, material men, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the Work. The CONTRACTOR shall, at the OWNER'S request, furnish satisfactory evidence that all obligations of nature designated above have been paid, discharged, or waived. If the CONTRACTOR fails to do so the OWNER may, after having notified the CONTRACTOR, either pay unpaid bills or withhold from the CONTRACTOR'S unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the CONTRACTOR shall be resumed, in accordance with the terms of the Contract Documents, but in no event shall the provisions of this sentence be construed to impose any obligations upon the OWNER to either the CONTRACTOR, any payment so made by the OWNER shall be considered as a payment made under the Contract Documents by the OWNER to the CONTRACTOR and the OWNER shall not be liable to the CONTRACTOR for any such payments made in good faith.

Acceptance of Final Payment as Release:

14.11 When all items of work are completed to the satisfaction of the ENGINEER and the ENGINEER has been advised by the CONTRACTOR that a final inspection is desired, time will be suspended until final inspection is conducted and for an additional 14 calendar days after the CONTRACTOR has been notified in writing of the results of the inspection. If after the end of the 14-day suspension all necessary items of work have not been completed, time changes will resume. If the specified completion date had not been reached at the time the CONTRACTOR called for a final inspection, the calendar day difference between the specified completion date and the date the CONTRACTOR called for a final inspection will be added after the 14-day period before starting liquidated damages. If a project is on liquidated damages at the time a final inspection is scheduled, liquidated damages will be

suspended until the final inspection is conducted and for seven (7) calendar days after the CONTRACTOR has been notified in writing of the results of the inspection. If after the end of the 7-day suspension all necessary items of work have not been completed, liquidated damages will resume. When final inspection has been made by the ENGINEER and all items of work have been completed, the daily time charge will cease.

14.12 The acceptance by the CONTRACTOR of final payment shall be and shall operate as a release to the OWNER of all claims and liability to the CONTRACTOR other than claims in stated amounts as may be specifically excepted by the CONTRACTOR for all things done or furnished in connection with this Work and for every act and neglect of the OWNER and others relating to or arising out of this Work. Any payment however, final or otherwise, shall not release the CONTRACTOR or his sureties from any obligations under the Contract Documents or the Performance Bond and Payment Bonds.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION:

Owner May Suspend Work:

15.1 The OWNER may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to the CONTRACTOR and the ENGINEER which shall fix the date on which Work shall be resumed. The CONTRACTOR will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if he makes a claim therefore as provided in Articles 11 and 12.

Work During Inclement Weather:

15.2 No Work shall be done under these Specifications except by permission of the OWNER when the weather is unfitting for good and careful work to be performed. Should the severity of the weather continue, the CONTRACTOR, upon the direction of the OWNER, shall suspend all work until instructed to resume operations by the OWNER and the Contract Time shall be extended to cover the duration of the order. Work damaged during periods of suspension due to inclement weather shall be repaired and/or replaced by the CONTRACTOR. Any compensation for repairs or replacements shall be subject to approval of the OWNER.

Owner May Terminate:

15.3 If the CONTRACTOR is adjudged bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the CONTRACTOR or for any of his property; or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable

materials or equipment, or if he repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment or he disregards laws, ordinances, rules regulations or orders of any public body having jurisdiction, or if he disregards the authority of the ENGINEER, or if he otherwise violates any provision of the Contract Documents, then the OWNER may without prejudice to any other right or remedy and after giving the CONTRACTOR and his surety seven days written notice, terminate the services of the CONTRACTOR and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the CONTRACTOR, and finish the Work by whatever method he may deem expedient. In such case the CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excess shall be paid to the CONTRACTOR. If such costs exceed such unpaid balance, the CONTRACTOR or the Surety will pay the difference to the OWNER. Such costs incurred by the OWNER will be determined by the ENGINEER and incorporated in a Change Order.

15.4 Where the CONTRACTOR'S services have been so terminated by the OWNER, said terminations shall not affect any rights of the OWNER against the CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys by the OWNER due the CONTRACTOR will not release the CONTRACTOR from liability.

15.5 Upon seven days written notice to the CONTRACTOR and the ENGINEER, the OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate the Agreement. In such case, the CONTRACTOR shall be paid for all Work executed and any expense sustained plus a reasonable profit.

Removal of Equipment:

15.6 In the case of termination of this Contract before completion, for any cause whatever, the CONTRACTOR if notified to do so by the OWNER, shall promptly remove any part or all of his equipment and supplies from the property of the OWNER. Should the CONTRACTOR not remove such equipment and supplies, the OWNER shall have the right to remove them at the expense of the CONTRACTOR. Equipment and supplies shall not be construed to include such items for which the CONTRACTOR has been paid in whole or in part.

Contractor May Stop Work or Terminate:

15.7 If, through no act or fault of the CONTRACTOR, the Work is suspended for a period of more than ninety (90) days by the OWNER or under an order of court or other public authority, or the ENGINEER fails to act on any Application for Payment within sixty (60) days after it is submitted, or the OWNER fails to pay the CONTRACTOR any sum approved by the ENGINEER or awarded by court ruling within forty-five (45) days of its approval and presentation, then the CONTRACTOR may, upon seven (7) days written notice to the OWNER and the ENGINEER, and if the OWNER or ENGINEER fails to reasonably respond in writing, terminate the Agreement and recover from the OWNER payment for all Work executed and any expense sustained plus a reasonable profit. In addition, and in lieu of terminating the Agreement, if the ENGINEER has failed to act on an Application for Payment or the OWNER has failed to make any payment as aforesaid, the CONTRACTOR may upon seven (7) days' notice to the OWNER and the ENGINEER stop the Work until he has been paid all amounts then due.

Owner Furnished Equipment:

15.8 In case the OWNER furnishes equipment to the CONTRACTOR to install but fails to deliver it to the CONTRACTOR as required and in case such failure causes the CONTRACTOR additional expense or need for extension of time, the CONTRACTOR may make such claims upon the OWNER and obtain adjustments as provided herein.

Liquidated Damages:

15.9 If the CONTRACTOR shall fail to complete the work within the contract time, or extension of time granted by the OWNER, then the CONTRACTOR will pay to the OWNER the amount for liquidated damages as specified in the Contract Documents for each calendar day that the CONTRACTOR shall be in default after the time stipulated in the Contract Documents.

ARTICLE 16 - DISPUTE SETTLEMENT:

16.1 All claims, disputes and other matters in question arising out of, or relating to, this Agreement or the breach thereof except for claims which have been waived by the making or acceptance of final payment as provided by paragraph 14.11, shall be decided in a court of competent jurisdiction.

ARTICLE 17 - MISCELLANEOUS:

17.1 Whenever any provision of the Contract Documents requires the giving of written notice it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to him who gives the notice.

17.2 If the OWNER fails to make payment forty-five (45) days after payment is due, in addition to other remedies available to the CONTRACTOR, there shall be added to each such progress payment, interest at 1% per month commencing on the first day after said payment is due and continuing until the payment is received by the CONTRACTOR.

17.3 All Specifications, Drawings and copies thereof furnished by the ENGINEER shall remain his property. They shall not be used on another Project, and, with the exception of those sets which have been signed in connection with the execution of the Agreement, shall be returned to him on request upon completion of the Project.

17.4 The duties and obligations imposed by these General Conditions, and the rights and remedies available hereunder, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR by paragraphs 6.36 and 14.3 and the rights and remedies available to OWNER and ENGINEER there under, shall be in addition to, and shall not be construed in any way as a limitation of, any rights and remedies available by law, by special guarantee or by other provisions of the CONTRACT DOCUMENTS.

17.5 Should the OWNER or the CONTRACTOR suffer injury or damage to its person or property because of any error, omission or act of the other or of any of his employee or agents or others for whose acts he is legally liable, claim shall be made in writing to the other party within a reasonable time of the first observance of such injury or damage.

17.6 The CONTRACT DOCUMENTS shall be governed by the law of the place of the Project.

Progress Charts and Requirements for Overtime Work

17.7 The CONTRACTOR shall within 5 days or within such time as determined by the OWNER after date of commencement of work prepare and submit to the OWNER for approval a practicable schedule, showing the order in which, the CONTRACTOR proposes to carry on the work, the date on which he will start the several salient features (including procurement of materials, plans and equipment) and the contemplated dates for completing the same. The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion at any time. The CONTRACTOR shall enter on the chart the actual progress at such intervals as directed by the OWNER and shall immediately deliver to the OWNER three (3) copies thereof. If the CONTRACTOR fails to submit a progress schedule within the time herein prescribed, the owner may withhold approval of progress payment estimates until such time as the CONTRACTOR submits the required progress schedule.

17.8 If, in the opinion of the OWNER, the CONTRACTOR falls behind the progress schedule, the CONTRACTOR shall take such steps as may be necessary to improve his progress and the OWNER may require him to increase the number of shifts, or overtime operations, days of work, or the amount of construction plant, or update the progress schedule to reflect increased production for meeting the completion date, or all of them, and to submit for approval such supplementary schedule or schedules in chart form as may be deemed necessary to demonstrate the manner in which the agreed rate of progress will be regained, all without additional cost to the OWNER.

17.9 Failure of the CONTRACTOR to comply with the requirements of the OWNER under this provision shall be grounds for determination by the OWNER that the CONTRACTOR is not prosecuting the work with such diligence as will insure completion within the time specified. Upon such determination the OWNER may terminate the CONTRACTOR'S right to proceed with the work or any separable part thereof in accordance with the clause of the contract entitled, "Termination for Default-Damages for Delay - Time Extensions.

17.10 Should the Contractor fail to complete the work within the specified time, or within any extra time allowed under these specifications, a sum of money, determined by the following schedule, shall be deducted from any funds due the Contractor, the Owner shall have the right recover the said sum or sums from the Contractor or from the surety, or from both. The amounts of these deductions are to cover the liquidated damages to the Owner incurred by additional or other expenses due to the failure of the Contractor to complete the work or any part of the work within the time specified, and such deductions are not to be considered penalties.

17.11 The damages indicated above shall be considered as liquidated damages for the loss to the OWNER on account of the expense due to the employment of Engineers and their assistants and to any others expenses incurred after the expiration of the Contract time as determined by the ENGINEER in section 14.11

17.12 Work requiring the presence or services of the ENGINEER, based-solely on the opinion of the ENGINEER, will not be permitted on Sunday or holidays observed by the State unless the ENGINEER determines that an emergency or necessity exists. Work on these days solely to complete the project within the contract time will not be considered a necessity or emergency.

17.13 The ENGINEER will prepare and submit to the CONTRACTOR one (1) preliminary punch list of items that do not meet the contract requirements after the final inspection and one (1) final punch list immediately before final completion and final payment.

SUPPLEMENTAL GENERAL CONDITIONS

ARTICLE 1 - SPECIAL CONDITIONS

SCOPE AND INTENT

Special conditions shall prevail over General Conditions in case of conflict. The Contractor shall furnish all labor, materials, equipment (including fuel), tools, appliances, transportation and perform all operations in connection with the construction of, alterations to, or repair of, the building, including utilities, complete, in strict accordance with the specifications and the plans governing the construction of, alterations to, or repair of, the project.

EXAMINATION OF PREMISES

Before submitting a proposal for his work, each bidder shall be held responsible to have examined the site and satisfied himself as to the conditions under which work is to be performed.

PERMITS, TAXES, AND ORDINANCES

The Contractor shall pay for all required permits, give legal notices, and pay taxes and assessments levied in connection with this contract. Building regulations shall be strictly adhered to and the contractor shall be responsible for knowledge thereof.

INSURANCES, ETC.

In addition to the requirements of the General Conditions, insurance coverage specified herein constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the **CONTRACTOR** under the terms of the Contract. The **CONTRACTOR** shall procure and maintain at his own expense any additional kinds and amounts of insurance that, in his own judgment, may be necessary for his proper protection in the prosecution of the Work.

The **CONTRACTOR** shall carry insurance as prescribed herein and all policies shall be with companies satisfactory to the **OWNER**.

If a part of this Contract is sublet, the **CONTRACTOR** shall require each Subcontractor to carry insurance of the same kinds and in like amounts as carried by the **CONTRACTOR**. Certificates of insurance shall state that 30 days written notice will be given to the **OWNER** before the policy is canceled or changed. No **CONTRACTOR** or Subcontractor will be allowed to start any construction work on this Contract until certificates of all insurance required herein are filed and approved by the **OWNER**. The certificates shall show the type, amount, class of operations covered, effective dates and the dates of expiration of policies.

The **CONTRACTOR** shall secure and maintain in effect for the period of the Contract and pay all premiums for the following kinds and amounts of insurance.

A. **Workers' Compensation and Employer's Liability Insurance**

This insurance shall protect the **CONTRACTOR** against all claims under applicable State Worker's Compensation Laws. The **CONTRACTOR** shall also be protected and shall cause each Subcontractor to be protected against claims for injury, disease, or death of employees which, for any reason, may not fall

within the provisions of a Worker's Compensation Law. The liability limits shall not be less than the required statutory limits for Worker's Compensation and Employer's Liability or the amount of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) for each person whichever is more. This policy shall include an all states endorsement.

B. **CONTRACTOR'S Comprehensive Public Liability and Property Damage Insurance**, covering all operations in connection with the performance of this Contract in amounts not less than the following:

Bodily injury liability in the amount of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for each person and ONE MILLION DOLLARS (\$1,000,000) for each accident and property damage liability in the amount of TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000) for all damages arising out of the injury or destruction of property in any one accident and subject to that limit per accident a total for aggregate limit of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for all damages arising out of injury to or destruction of property during the policy period.

The Comprehensive Public Liability and Property Damage policies carried by both the **CONTRACTOR** and the Subcontractors shall contain an endorsement to include the coverage of the following hazards:

- a. Explosion, collapse, and underground property damage to include any damage or destruction of property below the surface of the ground, such as wires, conduits, pipes, mains, sewers, etc., caused by the **CONTRACTOR'S** operations.
- b. The collapse of and structural injury to any building, structure or property on or adjacent to the **OWNER'S** premises or right-of-way caused by the **CONTRACTOR'S** operations in the removal of other buildings, structures, or supports, or by excavation below the surface of the ground.
- c. Contractual Liability Coverage for the Hold Harmless segments of the Contract Documents.

C. **CONTRACTOR'S Contingent or Protective Liability and Property Damage:**

In case part of this Contract is sublet, the **CONTRACTOR** shall secure contingent or protective liability and property damage insurance to protect him from any and all claims arising from the operation of his Subcontractors in the execution of Work included in the Contract. In no case shall the amount of such protection be less than the limits of \$500,000/\$1,000,000 for Public Liability Insurance and \$500,000/\$1,000,000 for Property Damage Insurance. The coverage in each case shall be acceptable to the **OWNER**.

D. Automotive Public Liability and Property Damage

The **CONTRACTOR** shall maintain automobile public liability insurance in the amount of not less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for injury to one person and ONE MILLION DOLLARS (\$1,000,000) for one accident; and automobile property damage insurance in the amount of not less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for one accident to protect him from any and all claims arising from the use of the following:

- a. **CONTRACTOR'S** own automobiles and trucks.
- b. Hired automobiles and trucks.
- c. Automobiles and trucks owned by Subcontractors.

The aforementioned is to cover use of automobiles and trucks on and off the site of the Project.

E. OWNER'S Protective Liability Policy

The **CONTRACTOR** shall maintain **OWNER'S** Protective Liability Insurance with the **OWNER** as the named insured, and the **ENGINEER**, and their servants, agents and employees as additional insureds in amounts not less than the following:

- a. Bodily Injury in the amount of ONE MILLION DOLLARS (\$1,000,000) for each person and ONE MILLION DOLLARS (\$1,000,000) for each accident and property damage liability in the amount of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for all damages arising out of an injury or destruction of property in any one accident and subject to that limit per accident a total (or aggregate) limit of ONE MILLION DOLLARS (\$1,000,000) for all damages arising out of injury to or destruction of property during the policy period.

CLEANING UP

The **CONTRACTOR** shall, at all times, keep the premises free from accumulations of waste materials and at the completion of the work, be shall remove all his rubbish, tools, temporary buildings, etc. from and about the site and shall leave his work "broom" clean unless more exactly specified elsewhere. All glass shall be washed and left free from stains of any nature.

ARTICLE 2 - SPECIAL INSTRUCTIONS

LIMITATIONS

During construction, care is to be taken to prevent damage to the work in place. As soon as work is completed, all work is to be thoroughly cleaned. Before completion, all damaged work is to be repaired and left in perfect condition. The CONTRACTOR will be responsible for all clean up of the premises. All trash, etc. will be hauled away from the site, and the site left in a clean and neat condition. Alcoholic beverages of any type will not be permitted on job site.

PRODUCT/MATERIALS SUBSTITUTION

CONTRACTOR will submit prior to starting work on project any changes to materials specified. CONTRACTOR will submit all specification data, company name, and supplier of material that he wishes to substitute. All material will be evaluated. CONTRACTOR will be given approval/disapproval by OWNER. No substitutes will be taken into consideration after work has begun, no substitutes will be allowed if CONTRACTOR does not submit specification data within time allowed.

INSPECTION

All work covered by these specifications shall be subject to inspection by OWNER or his authorized representative. CONTRACTOR will coordinate with OWNER for inspections as required during construction and furnish to the OWNER in writing a project schedule prior to mobilization of work at the job site.

SPECIFICATIONS AND DRAWINGS ARE RECIPROCAL

The specifications and drawings are intended mutually to explain each other and anything which is referred to in the specifications and not shown on the drawings shall be considered as being shown and mentioned and referred to in both of these documents. Such work shall be done and performed accordingly. Any drawing attached to this specification form is an integral part thereof and where such drawings, if any, differ from these specifications, the specifications shall govern.

AS-BUILT DRAWINGS

Occasionally, during the course of construction, modifications and changes may occur due to site conditions, unforeseen circumstances and problems encountered. This may result in a modification of construction as originally depicted on drawings. Contractor will furnish the OWNER a marked-up set of prints in red line of all changes and/or modifications that pertain to this contract. Drawings will be labeled. "AS-BUILT DRAWINGS".

ARTICLE 3 - GUARANTEES, WARRANTIES AND BONDS

1. All work will be guaranteed by the CONTRACTOR for a period of one (1) year from the date of substantial completion.
2. Wording for the notarized guarantee shall be as follows:
"We hereby guarantee all work performed by us on the above captioned project to be free from defective materials and workmanship for a period of one (1) year, or such longer period of time as may be called for in the Contract Documents for such portions of the work."

3. **Guarantee Compliance:**

Except as otherwise specified, all work shall be guaranteed by the CONTRACTOR and through him each sub-contractor against defects resulting from the use of inferior materials, equipment or workmanship for one (1) year from the date of substantial completion of the Contract. In case of work performed by his sub-contractors, the CONTRACTOR shall secure warranties from said sub-contractors and deliver copies of the same to the OWNER upon completion of the work. If, within any guarantee period, repairs or changes are required in connection with guaranteed work which, in the OWNER'S opinion, are rendered necessary as the result of use of materials, equipment or workmanship which are inferior, defective or not in accordance with terms of the Contract: CONTRACTOR shall promptly upon receipt of OWNER'S written notice, and without expense of the OWNER;

- a. Place in satisfactory condition in every particular all such guaranteed work, correct all defects therein.
- b. Make good all damage to the building, site, equipment or building contents which in the OWNER'S opinion is the result of the use of materials, equipment or workmanship which are inferior, defective, or not in accordance with terms of the Contract.
- c. Make good any work or material or the equipment and contents of building or site disturbed in fulfilling such guarantee.

In any case where fulfilling the requirements of the Contract, or any guarantee embraced in or required thereby, the CONTRACTOR disturbs any work guaranteed under another's Contract, he shall restore such disturbed work to condition satisfactory to the OWNER and guarantee such restored work to the same extent as it was guaranteed under such other contract. If the CONTRACTOR, after notice, fails to proceed promptly to comply with terms of the guarantee, the OWNER may have the defects corrected and the CONTRACTOR and his surety shall be liable for all expense incurred. All special guarantees applicable to definite parts of the work that may be stipulated in the specification or other Contract Documents shall be subject to the terms of this Specification Section during the first year of the life of such special guarantees. All guarantees and warranties shall be obtained in the OWNER'S name and evidence thereof shall be promptly delivered to the OWNER'S Representative for transfer to the OWNER.

ARTICLE 4 - CLOSE-OUT DOCUMENTS

In general documents for close out, to be submitted by the CONTRACTOR to the OWNER, prior to final payment, shall be; but not limited to the following:

1. APPLICATION FOR PAYMENT: AIA Document G-702
2. CERTIFICATE OF SUBSTANTIAL COMPLETION: AIA Document G-704
3. CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS:
AIA Documents G-706 and G-706A: The Contractor shall furnish these AIA Documents complete with attached notarized full release of liens, damages, and a guarantee that all materials and labor are paid in accordance with Contract Documents with the following wording:

"WE HEREBY CERTIFY THAT ALL BILLS FOR LABOR AND MATERIALS

INCORPORATED INTO THE ABOVE CAPTIONED PROJECT UNDER OUR CONTRACT HAVE BEEN PAID AND THAT THE OWNER IS RELEASED FROM ANY AND ALL CLAIMS AND/OR DAMAGES UNDER THIS CONTRACT."

4. CONSENT OF SURETY COMPANY TO FINAL PAYMENT: AIA Document G-707
To be completed in full by the Bonding Company.
5. CONTRACTOR'S NOTARIZED STATEMENT:
Notarized statement that project has been constructed in accordance with Contract Documents.
6. CONTRACTOR'S NOTARIZED STATEMENT OF GUARANTEE/S:
All work will be guaranteed by the Contractor for a period of one (1) year from the date of substantial completion. Wording will be as follows:
"WE HEREBY GUARANTEE ALL WORK PERFORMED BY US ON ABOVE CAPTIONED PROJECT TO BE FREE FROM DEFECTIVE MATERIALS AND WORKMANSHIP FOR A PERIOD OF ONE (1) YEAR, OR SUCH LONGER PERIOD OF TIME AS MAY BE CALLED FOR IN THE CONTRACT DOCUMENTS FOR SUCH PORTIONS OF THE WORK."
In the case of work performed by his sub-contractors, the Contractor shall secure warranties from said sub-contractors and deliver copies of same to the Owner upon completion of work.
7. OPERATING AND MAINTENANCE MANUALS:
All manufacturer's operating instructions and maintenance manuals will be compiled in a tabbed and labeled 3-ring binder. (Furnish Owner with two (2) sets).
8. FORM W-9, PAYER'S REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION (IRS):
Form W-9 is to be completed by non-corporation contractors. Non-applicable if Contractor's firm is Incorporated.
9. FINAL CLEANING:
At close out time clean and re-clean entire work to normal level for "FIRST CLASS" maintenance/cleaning.

MEASUREMENT AND PAYMENT

Measurement and payment for the following bid items shall be as described and shall include all material equipment, labor and testing to install and make operational a complete aircraft hangar door as detailed on the contract drawings and in these specifications.

MOBILIZATION

Mobilization shall be part of the project to mobile equipment to the site with the inclusion of any preliminary items including taxes, bonds, etc. The item shall be paid at 50% upon commencement of the project and the remaining 50% shall be due upon commencement of actual construction. The item shall be Lump Sum.

REMOVAL OF EXISTING 18X80 DOOR

Payment for Removal of Existing 18x80 Door shall include removal of the existing hydraulic door. Removal shall include the removal of the door, hinges, hydraulic system and any part of the hydraulic door system. The materials from the removal process shall become the property of the contractor and the contractor shall be responsible for disposal of the materials off site. The contractor shall assume full responsibility for the removal process and any damage as a result of the removal shall be corrected fully and the owner shall bear no financial or other responsibility. Payment shall be Lump Sum.

INSTALLATION & MODIFICATION OF EXISTING BUILDING

Payment for Installation & Modification of Existing Building shall include furnishing and installing all components necessary for accommodation of the proposed stack door system. This shall include painting of any surfaces scratched from the hydraulic door system, installation of steel framing, metal building flashing, concrete modification for door track system and other items necessary for accommodation of the stack door system. Item shall include forming, materials, placement, finishing, labor and equipment necessary to meet the plans and specifications. Payment shall be Lump Sum.

INSTALLATION OF NEW DOOR

Payment for Installation of New Door shall include furnishing and installing of an approximately 18x80 stack door system. Item shall include all materials, labor and equipment necessary to install the stack door system including hinges, trolleys, panels, etc to produce a fully functional stack door system. Payment shall be Lump Sum.

TECHNICAL SPECIFICATIONS

1. Applicable Specifications

The Technical Specifications entitled Mississippi Standard Specifications for Road and Bridge Construction, 2017 Edition, shall be the specifications applicable to this project except as for herein specified. Any testing required by those specifications for material submittal and approval shall be the responsibility of the CONTRACTOR. The testing laboratory used by the CONTRACTOR shall be a laboratory certified by the Mississippi Department of Transportation and shall be approved by the ENGINEER. Any reference to Unit Item for pay shall be modified and paid based on the Pay Items included in the proposal of the specifications.

2. References Amended to Mean Engineer

Any reference in the above-mentioned specifications to Commission, Director, Chief Engineer, Testing Engineer, or Project Engineer shall be amended in these specifications to mean the ENGINEER, or his duly authorized representative, of the City of Hattiesburg.

CONCRETE WORK

GENERAL

1.1 General contractor shall furnish all labor, materials, and equipment required for all concrete work called for on the drawings, as herein specified or as otherwise required for a complete job.

MATERIALS

2.1 Cement - Portland Cement, ASTM C-150, Type I.

2.2 Aggregate - ASTM C-33 with maximum size of 1".

2.3 Forms - for exposed concrete surfaces shall be $\frac{3}{4}$ " exterior plywood, "Plyform," undamaged, supported on studs or joists.

2.4 Water - from utility lines.

2.5 Hardener - "Lapidolith" manufactured by Sonneborn, "Demicon" manufactured by Hausman, "Saniseal 50" manufactured by Master Builders, or approved equal.

2.6 Form Oil - "nox-crete" or approved equal

2.7 Engineer shall have free access to all materials used, and the required samples are to be furnished by the Contractor as required.

LABORATORY TESTS AND CONTROL

3.1 The Contractor shall obtain and pay for the services of a testing laboratory, approved by the Engineer, to furnish the following: Tests on cement and aggregate, design and control of mixes, casting and testing of concrete cylinders and furnishing reports of all tests.

3.2 The required tests on cement and aggregates are covered by ASTM C-150 and C-33 respectively.

3.3 Design mix to be established to provide concrete of 10% higher strength than the specified job strength, and the proposed mix is to be submitted to the Engineer for review and approval prior to use on the job. Laboratory cylinders are to be made according to ASTM C-192 and compression tests according to ASTM C-39, using representative materials. Control of mixes is to be maintained at the ready-mix plant and on the job. When the mix is approved by the laboratory, no change shall be made without the written consent of the Engineer.

3.4 Cylinders are to be cast on the job according to ASTM C-31 and laboratory compression tests will follow ASTM C-39. For each pour, two cylinders will be cured in the laboratory. One cylinder will be tested at 7 days and the other at 28 days. Results from the cylinders will determine compliance with specifications.

3.5 Copies of all test reports shall be furnished as directed by the Engineer.

CONSTRUCTION

4.1 Forms

- A. Forms shall be properly aligned, adequately braced and mortar tight to produce concrete shapes required by the drawings. Forms shall be aligned so that the actual surface does not vary from true surfaces by more than $\frac{1}{8}$ ". The surface shall be clear, undamaged, and free of offsets and irregularities at the joints. Bracing and framing shall be fully adequate to retain true shapes under vibration and placing strains without leaks, bowing or deflection.
- B. Forms shall be lightly oiled prior to placing reinforcing. Oil will not be permitted on reinforcing.

4.2 Proportioning And Mixing

- A. All concrete shall have 4,000 psi strength at 28 days.
- B. Mixes shall be controlled as follows:
 - 4,000 - At least 5.5 sacks of cement per cubic yard and not over 7 gallons of water per sack. Slump 3-5 inches.
- C. Ready-mixed concrete shall be used and shall be mixed and delivered according to requirements of ASTM C-94. Proportions shall be by weight and shall be uniformly and accurately controlled.

4.3 Placing Concrete

- A. Concrete shall be placed so as to avoid segregation of materials and to prevent cold joints by avoiding rehandling, by keeping pours generally level, and by adequate vibration.
- B. Placing is not to be started during rain or snow, and if placing is underway when such conditions occur, continue operation only long enough to provide a suitable construction joint.
- C. During hot weather or periods of low humidity combined with a definite breeze, rapid loss of moisture shall be discouraged by thorough wetting of forms and by using a fine fog spray when finishing. At these times particular attention shall be given to providing an adequate number of finishers to expedite this operation.
- D. During cold weather fresh concrete shall be protected from freezing.

4.4 Construction Joints: Construction joints in slabs on grade in the building shall be as shown on the plans and concrete shall be allowed to set for 24 hours before an adjoining pour is started. Slabs across the joint shall be level and the surface shall not be feathered.

4.5 Finishes: Exterior paving shall receive a light brush finish after troweling, as directed by the Engineer. Provide joints as shown on the drawings, or as directed by the Engineer.

4.6 Curing: All concrete is to be kept moist for three (3) days after placing by covering with 4

mil Visquene, by leaving forms in place, or by covering with sand or burlap combined with regular wettings.

4.7 Replacement of Faulty Work: Concrete finish will be emphasized, and levels and grades will be checked. Any concrete placed and/or finished that does not meet specifications insofar as strength, grade, slope or finish shall be replaced as directed by the Engineer.

END OF SECTION

METAL HANGAR BUILDING

DESCRIPTION

1.1 The intent of these specifications is to cover the materials and the fabrication of a metal hangar door, which shall be designed by the manufacturer and erected by the Contractor in accordance with these specifications.

1.2 The Contractor shall furnish all materials, labor and tools to construct pre-engineered a metal building which shall include the structural framing, roof panels, braces, fasteners, valley gutters, flashing, anchor bolts and all items imbedded in concrete. The manufacturer shall be regularly engaged in the fabrication of pre-engineered metal buildings.

1.3 The building is of a clear span H-Section frame design.

1.4 Shop Drawings shall be submitted by the low bidder to the Engineer prior to award of the contract. No steel shall be ordered until the erection diagrams have been approved by the Engineer.

ABBREVIATIONS

2.1 The abbreviations listed below shall mean:

AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
ASTM	American Society for Testing and Materials
AWS	American Welding Society
BOCA	Building Officials & Code Administrators Intl., Inc.
MBMA	Metal Building Manufacturers Association
IBC	International Building Code
UBC	Uniform Building Code

CODES AND STANDARDS

3.1 The following codes and standards shall apply to the extent indicated herein:

AISC	Steel Construction Manual (Eighth Edition)
------	--

AISI	Cold-Formed Steel Design Manual (1986 Ed.)
AWS D1.1	Structural Welding Code (1983)
FS TT-P	Federal Specification for Primer Coating. 664C
BOCA	Building Officials & Code Administrators Intl., Inc. (1984 or 1987 Edition)
MBMA	Metal Building Systems Code of Standard Practice (1986 Edition)
IBC	International Building Code (2006 Edition)
UBC	Uniform Building Code (1985 or 1988 Edition)

DESIGN REQUIREMENTS

4.1 Building Structures

4.1.2 Design of structural steel sections and welded plate members shall be based upon the applicable specifications of AISC Specifications for the Design, Fabrication, and Erection of Structural Steel for Buildings as determined by the manufacturer.

4.1.3 Light-gage, cold-formed structural members and exterior coverings shall be designed based upon the applicable sections of AISI Specifications for the Design of Cold-Formed Steel Structural Members as determined by the manufacturer.

4.1.4 The design of primary and secondary structural framing as well as wall covering shall be per manufacturer's standard and shall be based upon the provisions of the specified code.

The primary and secondary structural framing as well as wall covering shall be designed for all applicable loads and combinations of these loads as set forth in the 1986 Edition of the MBMA Recommended Design Practices Manual.

4.1.5 Vertical wall bracing shall be round rods or angle bracing as determined by the building manufacturer. Bracing shall be located such that it does not interfere with window or door openings. In walls where cross bracing interferes with openings, portal braces or portal frames may be used.

4.1.6 Design Loads

- a. In accordance with IBC 2006 Edition
- b. Use Category: 1 (General Use)
- c. Wind Speed: 110 mph

4.1.7 Hangar Door: A stack door shall be mounted flush to the building, with an unobstructed clear opening. The door side columns and header shall be designed to withstand the forces from the stack door as the door opens and in all positions.

4.1.8 Exhaust Fan: N/A

4.1.9 Connections: Field connections, made with high strength bolts, shall be made in accordance with the AISC Specification for Structural Joints Using ASTM A325 or A490 bolts. Recommended method of installation: "Turn-of-Nut" method.

4.2 Metal Siding and Roofing

4.2.1 Metal siding shall be designed for loads in accordance with the specified code.

4.2.2 All metal siding shall be designed, fabricated and erected to withstand the loading conditions without loss of weathertightness, without permanent distortion and without damage to any part of the installation.

MATERIALS

5.1 Structural

5.1.1 Structural steel shall generally conform to ASTM A529, ASTM A572, and/or ASTM A36.

5.1.2 Cold-formed structural steel shall generally conform to ASTM A570 or A607 and shall have a minimum yield strength of 50 KSI.

5.1.3 **Bolts:** Bolts and nuts shall conform to ASTM A325 for high strength bolts, and ASTM A307 for common bolts.

5.1.4 **Frames:** Frames shall be a clear span H-section.

5.2. Metal Siding

5.2.1 **Flashing and Trim:** Exposed flashing and trim shall be minimum 26 gauge and shall be of the same finish as the walls. Trim colors shall be as selected from the manufacturer's standard colors.

5.2.2 **Fasteners:** Fasteners shall be self-drilling structural fasteners for panel to secondary connections. Panel to panel connections shall be self-tapping screws. Wall fasteners shall have colored heads to match the colors of the material fastened.

5.2.3 **Sealants, Mastics and Closures:**

- a. Tube sealant shall be a synthetic elastomer based material which becomes tack-free in less than 2 hours at 75 deg. F. but remain flexible. Service range shall be -30°F to 160°F.
- b. Tape mastic shall be preformed butyl rubber based compound. Service range shall be -30°F to 160°F.
- c. Panel closures shall be Ethylene-Propylene-Diene-Monomer or equivalent closed cell strips formed to match panel configuration.

Sealants, mastics and closures shall be applied in strict accordance with the manufacturer's drawings.

FABRICATION

6.1 Steel fabricators shall have been engaged in steel fabrication for the past 10 years, and shall have ICBO approval as a steel fabricator.

6.2 Fabrication shall be based on approved drawings in accordance with AISC Code of Standard Practice.

6.3 All steel members shall be prefabricated into subassemblies of the largest practical size suitable for transportation, handling and field erection. Field cutting, welding and drilling shall be kept to the minimum.

6.4 Light gage cold formed sections shall be manufactured by precision roll or brake forming.

6.5 Structural steel shall be detailed and fabricated in accordance with the MBMA Code of Standard Practice.

6.6 The detailing and fabrication of anchor bolt assemblies shall be in accordance with AISC.

6.7 All welders shall be AWS Certified in the positions and type of welding they will be performing during fabrication.

ASSEMBLY

7.1 **General:** Erection shall be done by a contractor who has a minimum of 5 years experience in the erection of pre-engineered buildings. The building shall be erected in accordance with the MBMA Code of Standard Practice and the manufacturer's erection drawings and instructions.

Field modifications will not be made to any primary structural member except as authorized and specified by the building manufacturer.

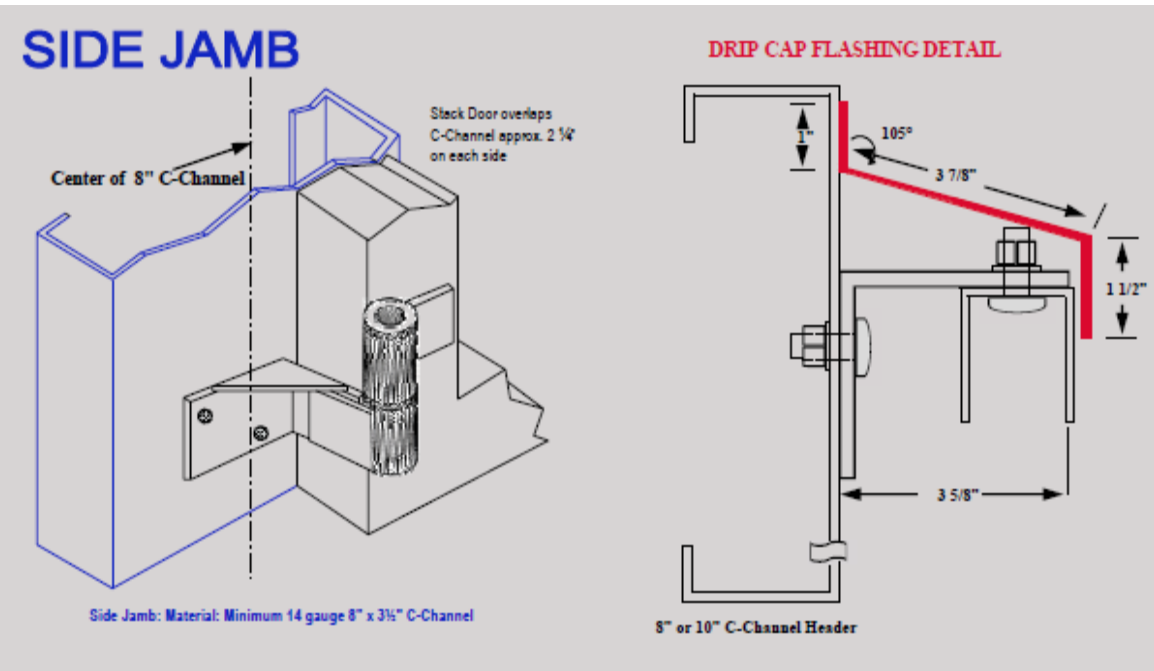
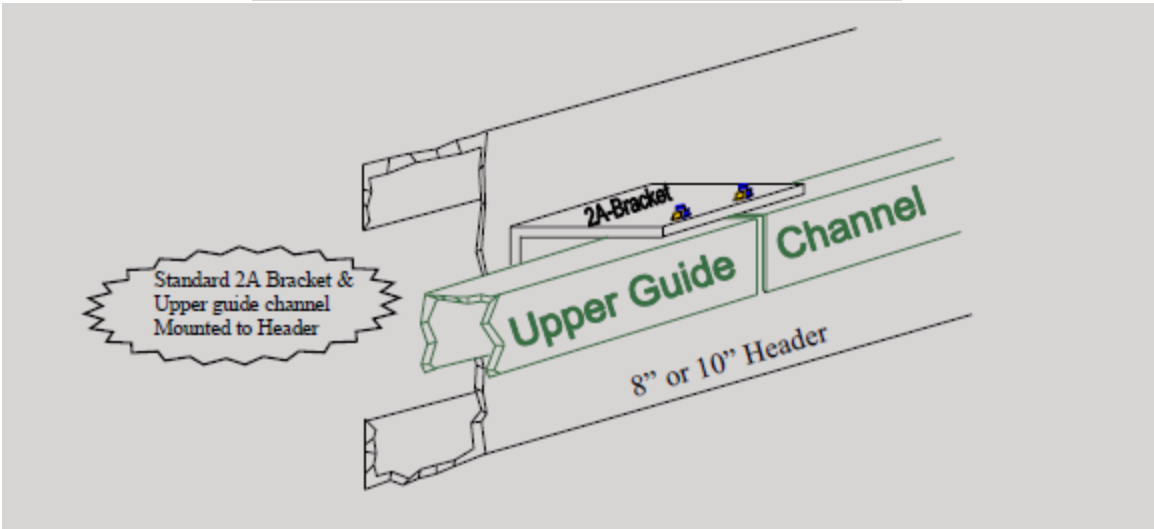
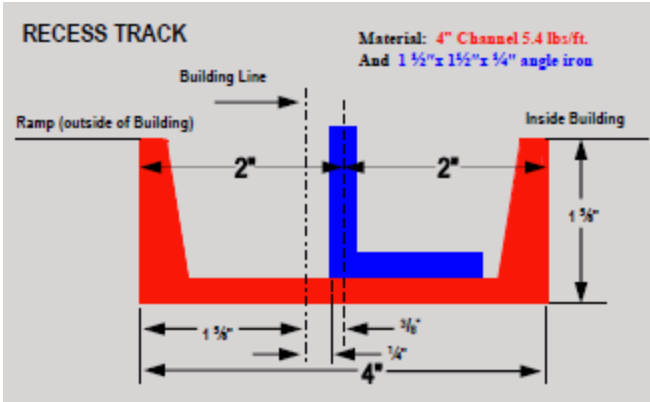
7.2 Touch-up Painting

7.2.1 Structural steel connections and all areas damaged subsequent to shop painting shall be repaired, cleaned, and touch-up painted, prior to roofing/siding installation.

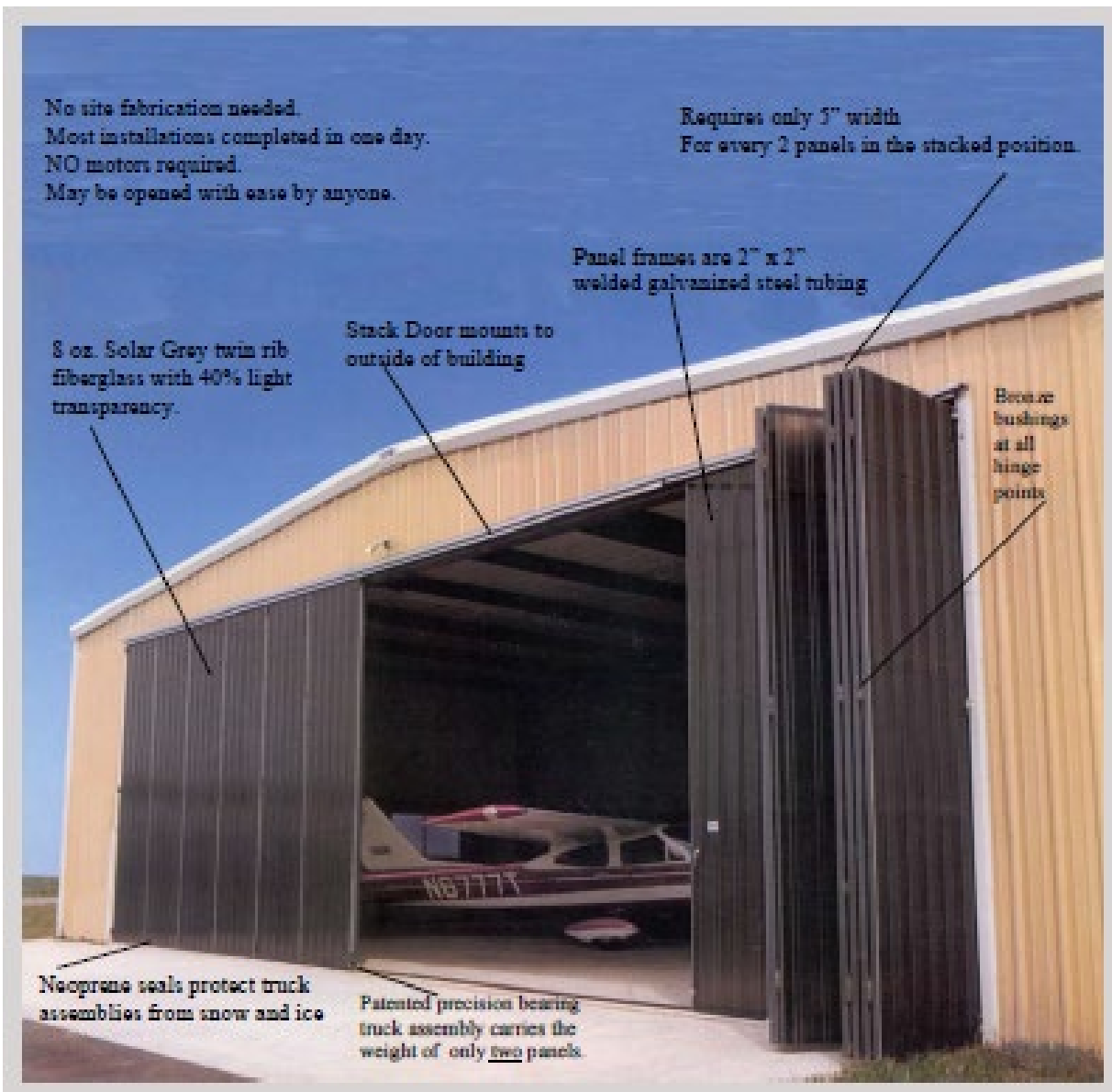
7.2.2 Damaged or stained areas of roofing, siding, and accessories shall be touched up with the manufacturer's current published instructions.

END OF SECTION

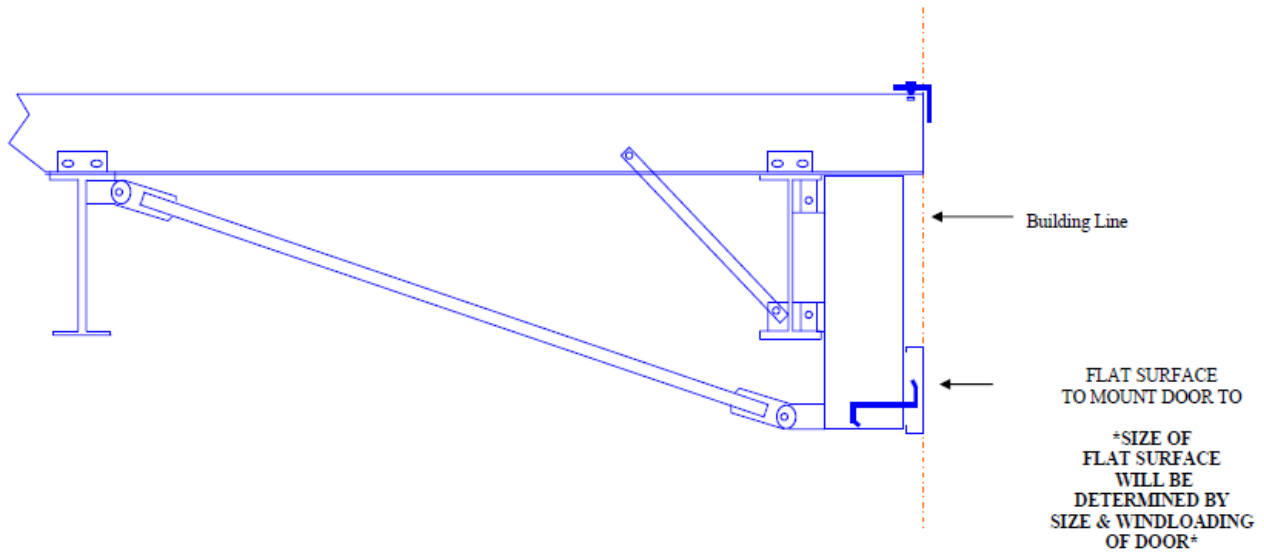
Stack Door



Stack Door



Stack Door



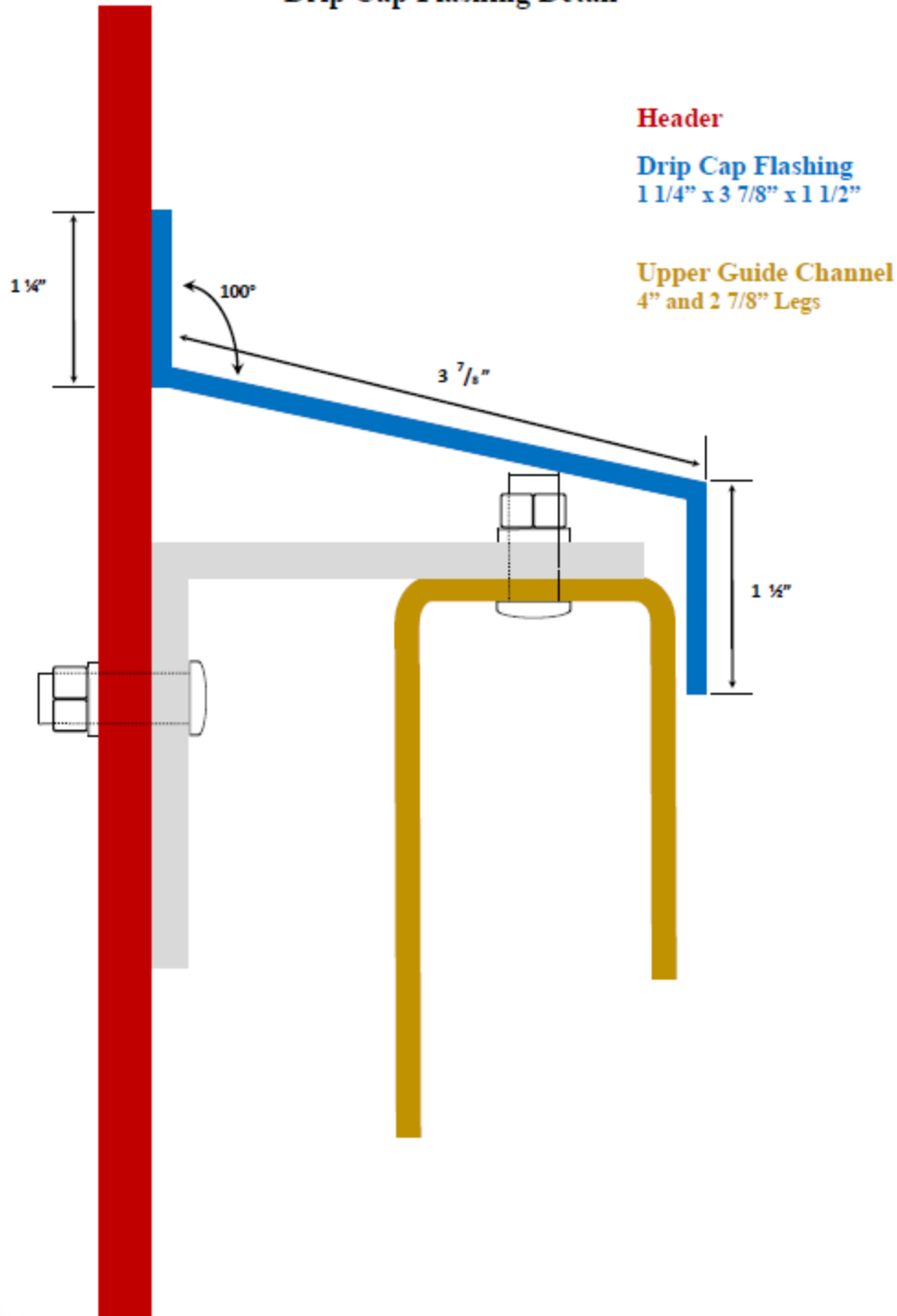
TYPICAL SECTION THRU HEADER

DESIGN OF BUILDING RESPONSIBILITY OF
BUILDING MANUFACTURER

*******REFERENCE DRAWING ONLY*******

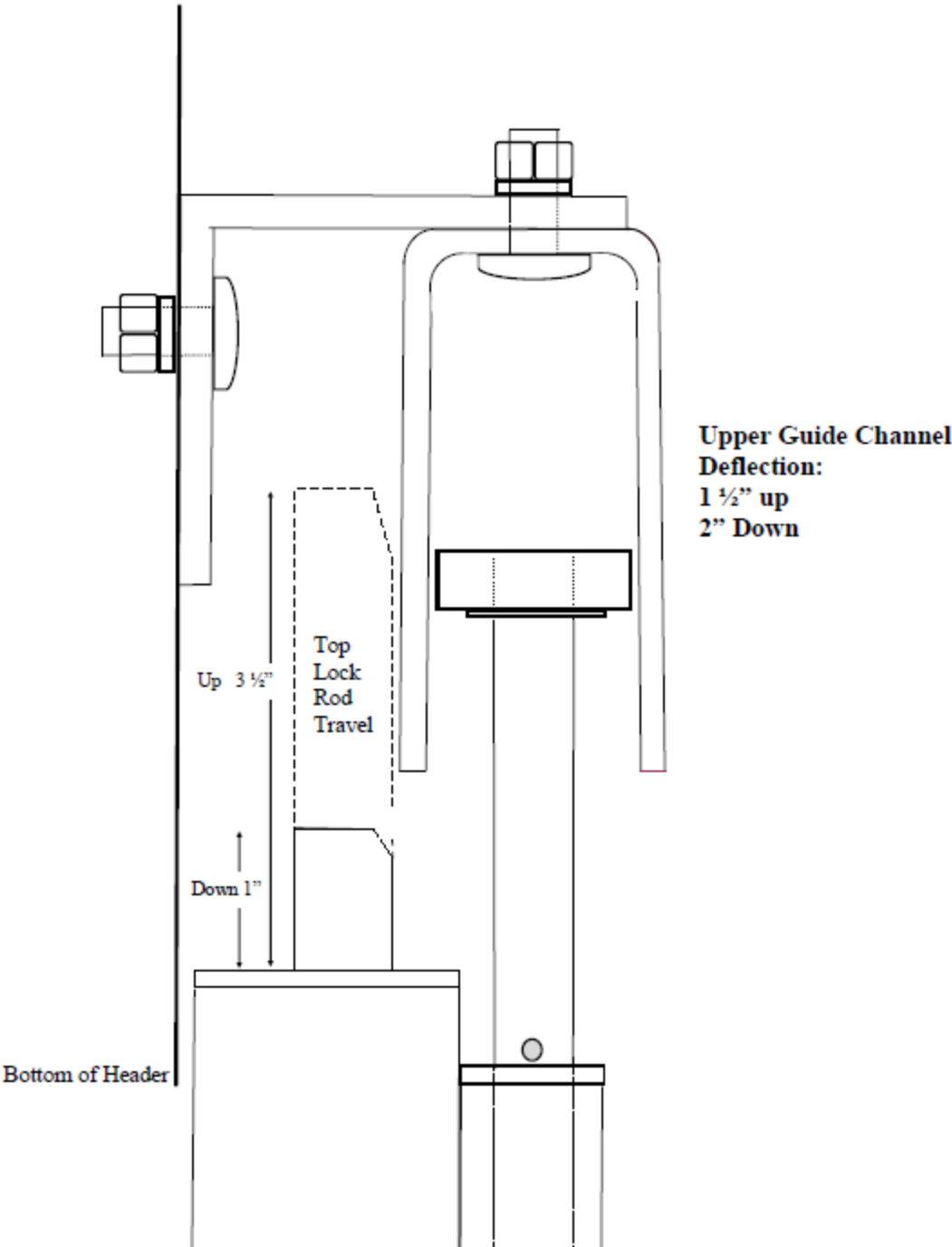
Stack Door

Drip Cap Flashing Detail



Stack Door

Deflection and Rod Travel (4" Track)

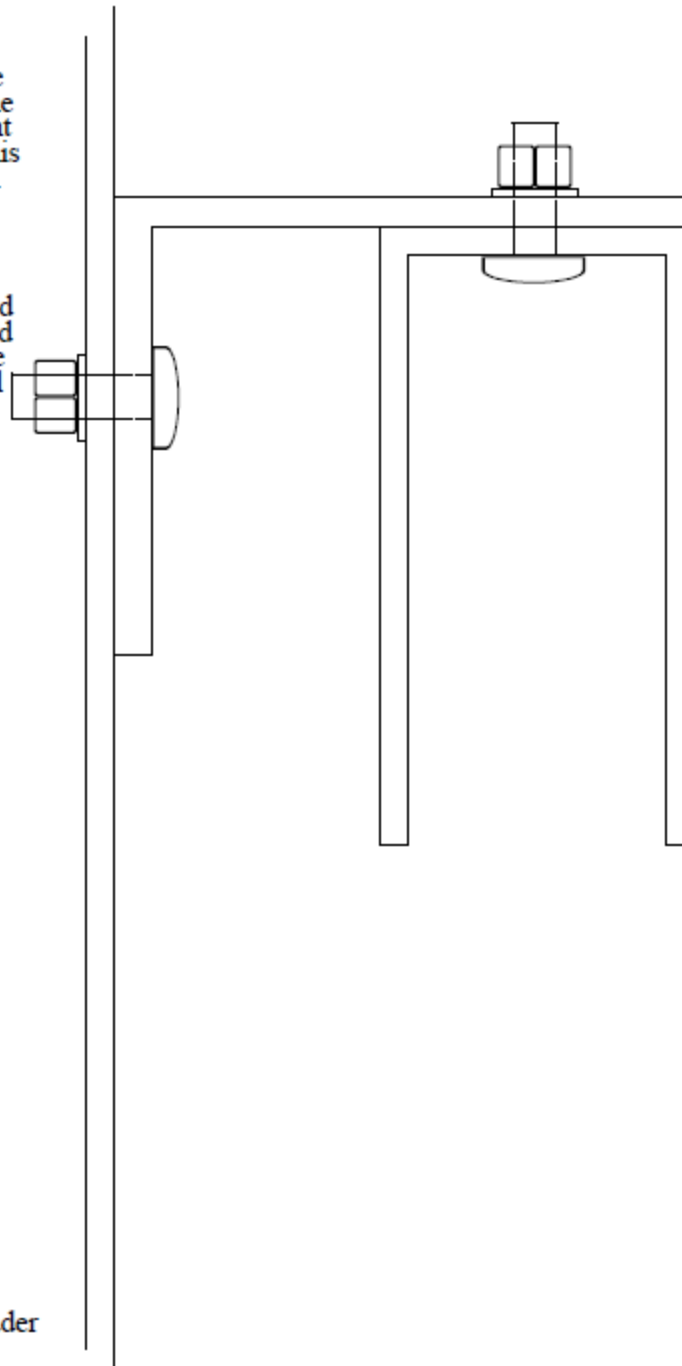


Stack Door

Header Requirement (4" Track)

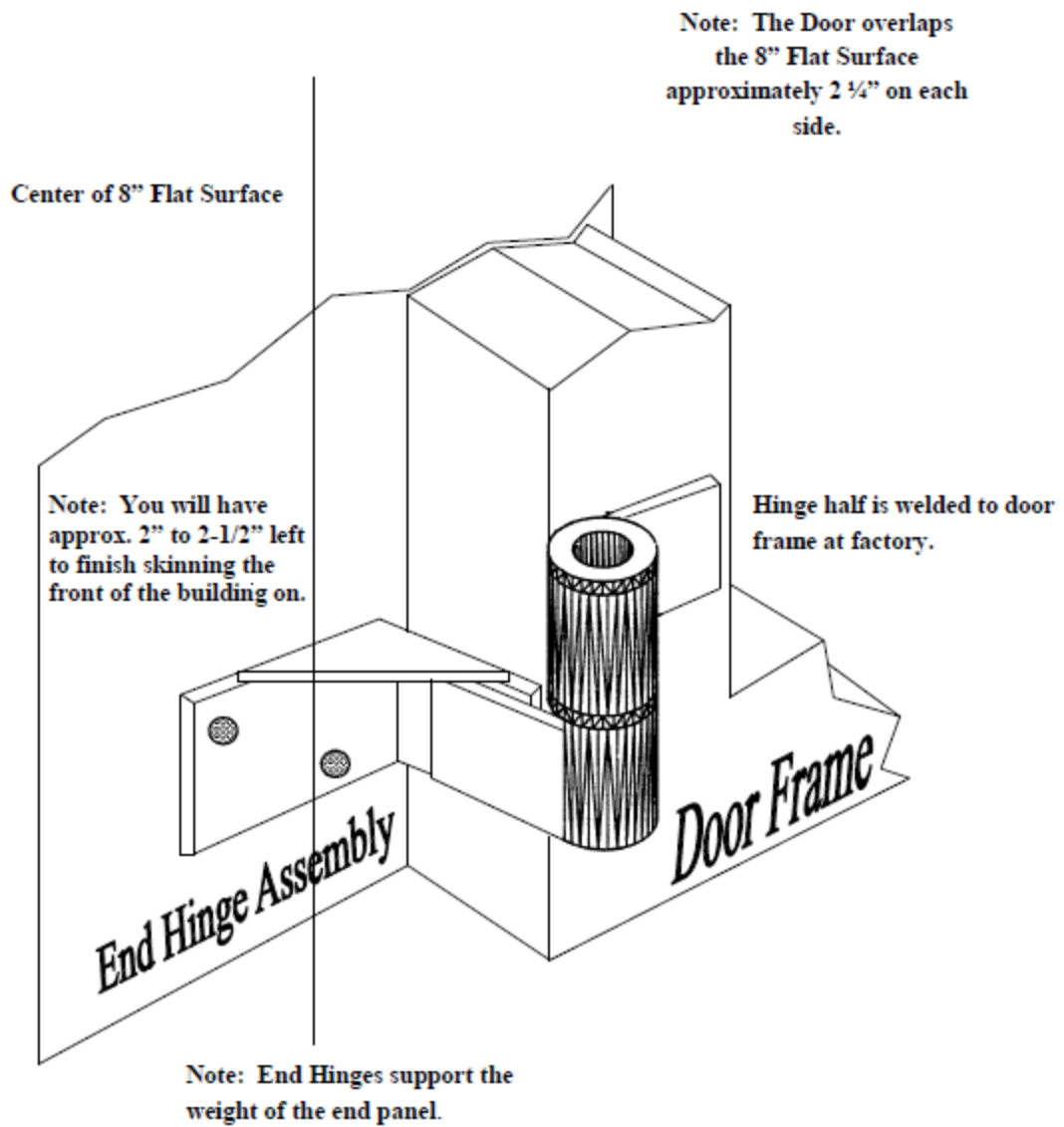
All Doors 19'11" high, and 18 or more panels, must have a minimum 12" vertical flat surface on the same plane as the jambs. The only weight that will be bolted to this is header is about 4 lbs. per foot.

The Header must be supported to hold it vertical and back braced to support the wind load that is required, that the Horton Stack Door will transfer to it.



Bottom of Header

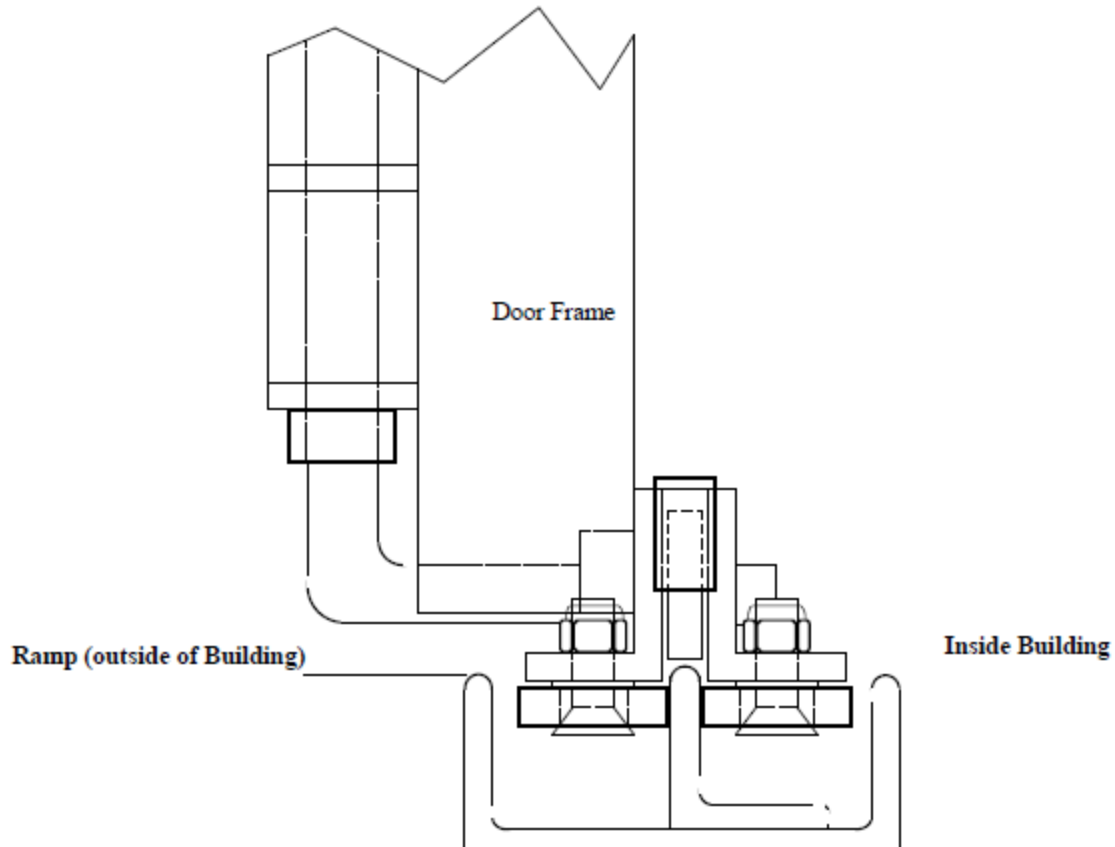
Stack Door



Stack Door

Truck Assembly (Recess Track)

This Patented design includes two sealed precision bearings riding on the top of the track, and two sealed bearings riding on each side of the bottom track. Each Truck Assembly carries the weight of only two panels.

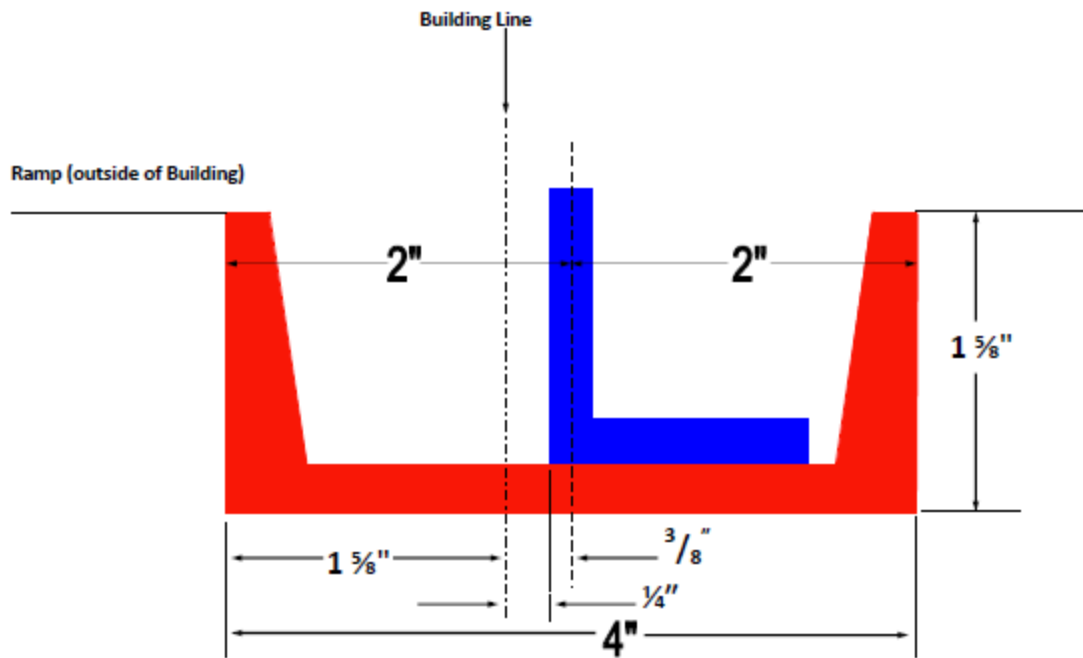


When Standing up the panels, the truck assembly sets on the Recess Track, as shown in the above diagram.

Stack Door

RECESS TRACK DETAIL DRAWING

Recess Track is installed by removal and replacement of concrete. The stem wall required for the bottom track must be poured below frost line, level, extend full width of framed opening and extend at least 3" outside and 6" inside of the building.



Weld the Angle Iron (1 1/2" x 1 1/2" x 1/4") in the center of the 4" channel.

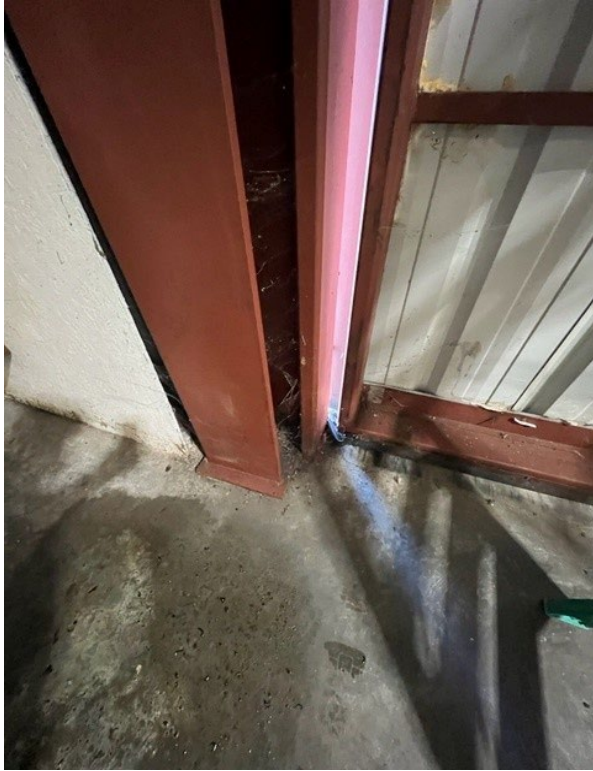
To install the Recess Track Correctly, from the BUILDING LINE the 4" Channel sets 1 5/8" outside. The 1 1/2" x 1 1/2" x 1/4" angle sets in the center of the 4" Channel. From the BUILDING LINE this will make the 1 1/2" x 1 1/2" x 1/4" angle 1/4" to the inside of the building.

END OF SECTION

Hangar 6 Door Replacement
Existing Hangar Door



Hangar 6 Door Replacement
Hangar Door Column



Hangar 6 Door Replacement
Existing Hangar Door & Building Connection



END OF SECTION

ADVERTISEMENT FOR BIDS:

NOTICE is hereby given that the City Clerk of the City of Hattiesburg, MISSISSIPPI, will receive sealed bids until 10:00 A.M. on March 24, 2022 in the City Council Chambers at City Hall, 200 Forrest Street, Hattiesburg, MS 39401, and then at said location opened and read aloud for furnishing the City's requirements for the following:

HANGAR 6 DOOR REPLACEMENT
BOBBY L. CHAIN AIRPORT
HATTIESBURG, MISSISSIPPI

Official bid documents can be downloaded from www.sd-wprojects.com. Electronic bids can be submitted at www.sd-wprojects.com. For any questions relating to the electronic bidding process, please call Plan House at 662-407-0193. All bids must be accompanied by bid security equal to 5% of the amount of the bid, in the form of a certified check, cashier's check or a bid bond written by a company properly licensed in Mississippi.

Each BID must be received sealed and marked EXACTLY as follows:

BID:
HANGAR 6 DOOR REPLACEMENT
BOBBY L. CHAIN AIRPORT
HATTIESBURG, MISSISSIPPI

No bid may be withdrawn for a period of sixty (60) days. The lowest and best proposal received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated and Amended, and other applicable State law; but the Council reserves the right to reject any or all proposals received and to waive informalities.

PUBLISHED by Order of the Council on the 8th day of February, 2022.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
Kermas Eaton, City Clerk

Publish on February 16, 2022 and February 23, 2022
City of Hattiesburg
Return PROOF to SDW, Inc.
301 Second Avenue
Hattiesburg, MS 39401



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Jennifer Shows, Grants Coordinator
cc: Kermas Eaton, City Clerk
Date: Tuesday, February 8, 2022
Re: Approve and authorize issuance of manual checks for CDBG Program Claims per attached Memorandum. {Entitlement CDBG}.
File Number: 2022-59
Minute Book #

Summary

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

Recommendation Statement

I recommend issuance of manual checks for CDBG Program Claims per attached Memorandum

Please place this on the February 8, 2022 City Council meeting for consideration.

MEMORANDUM

TO: City of Hattiesburg Council Members

FROM: Andrew Ellard
Department of Urban Development

SUBJECT: Authorize issuance of manual check for CDBG/HOME Program claims

DATE: February 8, 2022

The following request for payment is being submitted for approval during the City Council's February 8, 2022 meeting. Please authorize and approve issuance of a manual check for the claims listed below:

Recipient: Helen O'Neal
Activity: Substantial Rehabilitation
Program: CDBG
Project Site: 303 J.C. Killingsworth Drive
Amount Requested: \$900.00
Purpose of Request: Temporary relocation (01/28/22 -02/27/22)

Recipient: Lisa Means
Activity: Substantial Rehabilitation
Program: CDBG
Project Site: 515 Columbia Street
Amount Requested: \$900.00
Purpose of Request: Temporary relocation (02/05/22-03/04/22)

Recipient: Ardesia Eaton
Activity: Substantial Rehabilitation
Program: CDBG
Project Site: 1413 Arledge Street
Amount Requested: \$900.00
Purpose of Request: Temporary relocation (02/17/22-03/16/22)



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Chris McGee, Director of Parks and Recreation

cc:

Date: Tuesday, February 8, 2022

Re: Approve the City's purchase of (2) two grave spaces, located in the Northwest quarter (NW 1/4), Lot 90, Section 38, at Highland Cemetery, Minute Book#2021, Page 270, in the amount of \$ 350.00 from Joyce Craft; and authorize manual check for the same.
File Number: 2022-52
Minute Book #

Summary

Approve the City's purchase of (2) two grave spaces, located in the Northwest quarter (NW 1/4), Lot 90, Section 38, at Highland Cemetery, Minute Book#2021, Page 270, in the amount of \$ 350.00 from Joyce Craft. Authorize manual check for the same.

Recommendation Statement

I am recommending approval of the city's purchase of (2) two grave spaces.

Please place this on the February 8, 2022 City Council meeting for consideration.

Date: 1-21-2022

To whom it may concern:

I, Joyce Craft am requesting to sell back (2) grave space (s)

Located at Highland Cemetery, In Section 38, Lot 90, — 1/2 of the NW 1/4, to the

City of Hattiesburg, which was purchased on October 14, 2021 at the price

Of \$ 175.⁰⁰ per grave space. Total amount due this request \$ 350.⁰⁰

MB# 2021 Page 270.

Sincerely,

Joyce Craft

Mail to:
Joyce Craft
9 Winbourne DR.
Hattiesburg, MS. 39402

Phone#

(601) 666-4750

Approved By:
Deborah Burre
01/24/2022

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss.

10/14/ 2021

SOLD TO:

Mr. Mrs. Miss Van E. & Joyce Craft

ADDRESS 9 Winbourne DR, Hattiesburg MS. 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

W $\frac{1}{2}$ — $\frac{1}{4}$ Lot No. 90 Section No. 38 in Highland Cemetery

Number of grave spaces 4 Price per grave space \$ 175.00

Price Received \$ 700.00

Ck# 1301

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Bourne

Supt. of City Cemeteries

STATE OF MISSISSIPPI
COUNTY OF FORREST
CITY OF HATTIESBURG
HATTIESBURG, MS

MB2021-270
Rec'd 12/28/2021

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of **SEVEN HUNDRED AND NO/100 Dollars (\$700.00)**, cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto **Van H. St. James Craft**, subject to the reservations and covenants hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave space:

West End (192)
Lot 50 Section Number: 38

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing Four (4) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery system 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 bones 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 signatures and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 2nd day of November, 2021.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(SEAL)



STATE OF MISSISSIPPI
COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for said County and State, **John Baker and Kenneth Baker**, 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 that been authorized as to do.

Given under my hand and official seal of office on this, the 2nd day of November 2021.

My Commission Expires:

05-20-2022



Donna J. Hall
NOTARY PUBLIC



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Chris McGee, Director of Parks and Recreation
cc:
Date: Tuesday, February 8, 2022
Re: Approve the sale of grave spaces, per attached Memo's, Receipts, and Deeds.
File Number: 2022-53
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 February 8, 2022 City Council meeting for consideration.

To: CITY COUNCIL

From: Deborah Bourne, Division Manager of Cemeteries

Date: January 20, 2022

Darrell Fay

(1) Space \$ 175.00

South Half (S ½) of the Southwest Quarter (SW ¼)

Lot 98, Section 38, Highland Cemetery

Diane Weathersby Kelley

(1) Space \$ 175.00

North Half (N ½) of the Southeast Quarter (SE ¼)

Lot 3, Section 37, Highland Cemetery

Krishana Mitchell

(1) Space \$ 175.00

North Half (N ½) of the Northeast Quarter (NE ¼)

Lot 88, Section 34, Highland Cemetery

Twinette Johnson

(1) Space \$ 175.00

South Half (S ½) of the Southeast Quarter (SE ¼)

Lot 88, Section 34, Highland Cemetery

James Mitchell

(1) Space \$ 175.00

North Half (N ½) of the Southeast Quarter (SE ¼)

Lot 88, Section 34, Highland Cemetery

Aundra Mitchell

(1) Space \$ 175.00

South Half (S ½) of the Northeast Quarter (NE ¼)

Lot 88, Section 34, Highland Cemetery

Curtis Burkett

(1) Space \$ 175.00

South Half (S ½) of the Northwest Quarter (NW ¼)

Lot 81, Section 34, Highland Cemetery

Sallie Minor

(1) Space \$ 175.00

South Half (S ½) of the Southwest Quarter (SW ¼)

Lot 88, Section 34, Highland Cemetery

James Minor

(1) Space \$ 175.00

North Half (N ½) of the Southwest Quarter (SW ¼)

Lot 88, Section 34, Highland Cemetery

Blanche Louise Harris

(1) Space \$ 175.00

East Half (E ½) of the Northeast Quarter (NE ¼)

Lot 173, Section 22, Highland Cemetery

Mattie Haynes

(1) Space \$ 175.00

North Half (N ½) of the Northwest Quarter (NW ¼)

Lot 80, Section 38, Highland Cemetery

To: CITY COUNCIL

From: Deborah Bourne, Division Manager of Cemeteries

Date: January 25, 2022

Welton & Wanda Harris

(1) Space \$ 175.00

South Half (S ½) of the Northwest Quarter (NW ¼)

Lot 103, Section 38, Highland Cemetery

Welton & Wanda Harris

(1) Space \$ 175.00

North Half (N ½) of the Southwest Quarter (SW ¼)

Lot 103, Section 38, Highland Cemetery

Melvin C. Thigpen, Sr.

(1) Space \$ 150.00

East Half (E ½) of the Southwest Quarter (SW ¼)

Lot 99, Section 1, South Hill Cemetery

Melvin C. Thigpen, Sr.

(1) Space \$ 150.00

West Half (W ½) of the Southeast Quarter (SE ¼)

Lot 99, Section 1, South Hill Cemetery

To: CITY COUNCIL

From: Deborah Bourne, Division Manager of Cemeteries

Date: January 26, 2022

BreAnnah & TaeDarryus Maze

(2) Spaces \$ 350.00

Southwest Quarter (SW ¼)

Lot 27, Section 36, Highland Cemetery

Mike Conley, Jr

(1) Space \$ 175.00

South Half (S ½) of the Northeast Quarter (NE ¼)

Lot 6, Section 37, Highland Cemetery

Joyce Craft

(2) Spaces \$ 350.00

Southeast Quarter (SE ¼)

Lot 90, Section 38, Highland Cemetery

Johnny Rogers

(1) Space \$ 175.00

North Half (N ½) of the Southwest Quarter (SW ¼)

Lot 22, Section 37, Highland Cemetery

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 1-19 2022

SOLD TO:

Mr. Mrs. Miss DANIELL FAY

ADDRESS 38 JENNINGS RD, HATTIESBURG MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 SW 1/4 Lot No. 98 Section No. 38 in HIGHLAND Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

PAID CASH

CITY OF HATTIESBURG, MISSISSIPPI

By And P. R. R.
Supt. of City Cemeteries

✓

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 01-11- 2022

SOLD TO:

Mr. Mrs. Miss Diane Weatherly Kelley

ADDRESS 912 North 36th Ave Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 SE 1/4 Lot No. 3 Section No. 34 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

CASH

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 01/14/2022

OLD TO:

Mr. Mrs. Miss Krishana Mitchell

ADDRESS 29 Oak St. Hattiesburg, MS. 39402

Desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 NE Lot No. 88 Section No. 34 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 Baine
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 01/14/ 2022

PAID TO:

Mr. Miss Twinnette Johnson

ADDRESS 29 Oak St. Hattiesburg, ms 39402

Desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 SE 1/4 Lot No. 88 Section No. 34 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Amount 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., 01/14/ 2022

PAID TO:

Mr. Miss James Mitchell

ADDRESS 29 Oak St. Hattiesburg, ms 39402

Desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 SE 1/4 Lot No. 88 Section No. 34 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Amount 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., 01/14/ 2022

PAID TO:

Mr. Miss Aundra Mitchell

ADDRESS 29 Oak St Hattiesburg, ms 39402

Desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 NE 1/4 Lot No. 88 Section No. 34 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Amount Received \$ 175.00

CITY OF HATTIESBURG, MISSISSIPPI

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 01/14/ 2022

SOLD TO:

Mr. Mrs. Miss Curtis Burkett

ADDRESS 29 Oak St. Hattiesburg, Ms. 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

S $\frac{1}{2}$ NW $\frac{1}{4}$ Lot No. 81 Section No. 34 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 Boline
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 01/14/ 2022

SOLD TO:

Mr. Mrs. Miss Sallie Minor

ADDRESS 29 Oak St. Hattiesburg, Ms. 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

S $\frac{1}{2}$ SW $\frac{1}{4}$ Lot No. 88 Section No. 34 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 Boline
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 01/14/ 2022

SOLD TO:

Mr. Mrs. Miss James Minor

ADDRESS 29 Oak St. Hattiesburg, Ms. 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

N $\frac{1}{2}$ SW $\frac{1}{4}$ Lot No. 88 Section No. 34 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 Boline

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 1-18- 2022

SOLD TO:

Mr. Mrs. Miss BLANCHE LOUISE HANNES

ADDRESS 2304 W. 7th ST, APT 104 HATTIESBURG MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

E $\frac{1}{2}$ NE $\frac{1}{4}$ Lot No. 173 Section No. 22 in HIGHLAND Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

CITY OF HATTIESBURG, MISSISSIPPI

By Andy Perkins
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 01/19/ 2022

SOLD TO:

Mr. Mrs. Miss Mattie Haynes

ADDRESS 302 N. George St. Dotal, MS. 39465

desires to purchase the grave space described below, subject to Cemetery regulations.

N $\frac{1}{2}$ NW $\frac{1}{4}$ Lot No. 80 Section No. 38 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Brune
Supt. of City Cemeteries

Paid By: Lucille Rankins
(CASH)

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 01/24/ 2022

SOLD TO:

Mr. Mrs. Miss Brc Annah Maze & Tai Darryus Maze

ADDRESS 319 W. 4th St, Hattiesburg, ms 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

1/2 SW 1/4 Lot No. 27 Section No. 36 in Highland Cemetery

Number of grave spaces 2 Price per grave space \$ 175.00

Price Received \$ 350.00

CASH

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Bourne
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 01/24/ 2022

SOLD TO:

Mr. Mrs. Miss Mike Conley JR

ADDRESS 804 Atlanta St, Hattiesburg, ms. 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 NE 1/4 Lot No. 6 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 Deborah Bourne
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 1-21 2022

SOLD TO:

Mr. Mrs. Miss

JOYCE CRAFT

ADDRESS

9 WINDOWS DR HATTIESBURG MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

1/2 SE 1/4 Lot No. 90 Section No. 38 in HIGHLAND Cemetery

Number of grave spaces

2

Price per grave space \$

175.00

Price Received \$

350.00

CITY OF HATTIESBURG, MISSISSIPPI

By

Chas. Parker
Supt. of City Cemeteries

CK#

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 1-24 2022

SOLD TO:

Mr. Mrs. Miss

Johnny Rogers

ADDRESS

104 Continental DR Hattiesburg, MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 SW 1/4 Lot No. 22 Section No. 37 in HIGHLAND Cemetery

Number of grave spaces

1

Price per grave space \$

175.00

Price Received \$

175.00

CITY OF HATTIESBURG, MISSISSIPPI

By

Deborah Bourne
Supt. of City Cemeteries

CASH

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 01/24/ 20 22

SOLD TO:

Mr. Mrs. Miss Melvin C. Thigpen, SR

ADDRESS 32 Kathleen DR. Mary Esther, FL 32569

desires to purchase the grave space described below, subject to Cemetery regulations.

W 1/2 SE 1/4 Lot No. 99 Section No. 1 in South Hill Cemetery

Number of grave spaces 1 Price per grave space \$ 150.⁰⁰

Price Received \$ 150.⁰⁰

Credit Card

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Bourne
Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 01/24/ 20 22

SOLD TO:

Mr. Mrs. Miss Melvin C. Thigpen, SR

ADDRESS 32 Kathleen DR. Mary Esther, FL 32569

desires to purchase the grave space described below, subject to Cemetery regulations.

E 1/2 SW 1/4 Lot No. 99 Section No. 1 in South Hill Cemetery

Number of grave spaces 1 Price per grave space \$ 150.⁰⁰

Price Received \$ 150.⁰⁰

Credit Card

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Bourne
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 01/25/ 20 22

SOLD TO:

Mr. Mrs. Miss Welton & Wanda Harris

ADDRESS 725 Long St. DR. 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. 103 Section No. 38 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.⁰⁰

Price Received \$ 175.⁰⁰

Debit Card

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Bourne
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 01/25/ 20 22

SOLD TO:

Mr. Mrs. Miss Welton & Wanda Harris

ADDRESS 725 Long St. DR. Hattiesburg, MS. 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N $\frac{1}{2}$ SW $\frac{1}{4}$ Lot No. 103 Section No. 38 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.⁰⁰

Price Received \$ 175.⁰⁰

Debit Card

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Bourne
Supt. of City Cemeteries

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, Joyce Craft, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Southeast Quarter (SE¼)

Lot Number 90 Section Number 38

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 8th day February, 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 8th day of February, 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 Johnny Rogers, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Southwest Quarter (SW¼)

Lot 22 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 8th day of February, 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 8th day of February, 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 Mike Conley, Jr., subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Northeast Quarter (NE¼)

Lot 6 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 8th day of February, 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 8th day of February, 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, BreAnnah & TaeDarryus Maze, 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 27 Section Number 36

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 8th day February, 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 8th day of February, 2022

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
SOUTH HILL CEMETERY**

For and in consideration of the sum of ONE HUNDRED FIFTY AND NO/100 Dollars (\$150.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Melvin C. Thigpen, Sr., subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

East Half (E½) of the Southwest Quarter (SW¼)

Lot Number: 99 Section Number: 1

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as South Hill Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 8th day of February, 2022.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK
(S E A L)

MAYOR

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and Deputy City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 8th day of February, 2022.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
SOUTH HILL CEMETERY**

For and in consideration of the sum of ONE HUNDRED FIFTY AND NO/100 Dollars (\$150.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Melvin C. Thigpen, Sr., subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

West Half (W½) of the Southeast Quarter (SE¼)

Lot Number: 99 Section Number: 1

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as South Hill Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 8th day of February, 2022.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK
(SEAL)

MAYOR

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and Deputy City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 8th day of February, 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 Welton & Wanda Harris, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N $\frac{1}{2}$) of the Southwest Quarter (SW $\frac{1}{4}$)

Lot 103 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 8th day of February, 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 8th day of February, 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 Welton & Wanda Harris, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Northwest Quarter (NW¼)

Lot 103 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 8th day of February, 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 8th day of February, 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 Diane Weathersby Kelley, 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 3 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 8th day of February, 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 8th day of February, 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 Darrell Fay, 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 98 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 8th day of February, 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 8th day of February, 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 Krishana Mitchell, 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 88 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 8th day of February, 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 8th day of February, 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 Aundra Mitchell, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Northeast Quarter (NE¼)

Lot 88 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 8th day of February, 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 8th day of February, 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 Twinette 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:

South Half (S½) of the /southeast Quarter SE¼)

Lot 88 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 8th day of February, 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 8th day of February, 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 James Mitchell, 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 88 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 8th day of February, 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 8th day of February, 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 Curtis Burkett, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Northwest Quarter (NW¼)

Lot 81 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 8th day of February, 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 8th day of February, 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 Sallie Minor, 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 88 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 8th day of February, 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 8th day of February, 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 James Minor, 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 88 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 8th day of February, 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 8th day of February, 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 Blanche Louise Harris, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

East Half (E½) of the Northeast Quarter (NE¼)

Lot 173 Section 22

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 8th day of February, 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 8th day of February, 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 Mattie Haynes, 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 80 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 8th day of February, 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 8th day of February, 2022.

My Commission Expires:

NOTARY PUBLIC



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Kermas Eaton, City Clerk
cc:
Date: Tuesday, February 8, 2022
Re: Approve claims docket for the period ending January 31, 2022.
File Number: 2022-49
Minute Book #

Summary

Recommendation Statement

Please place this on the February 8, 2022 City Council meeting for consideration.

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/4 TO 2022/4		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
001000						BALANCE SHEET			
001000	060100					GAS/LUBRICANT-CITY BARN			
	003308	KEITHCO PETROLEUM	941529		225852	2022 4 INV P	7,541.82	013122	288822 DIESEL FOR FUEL STA
	003918	PINE BELT OIL COMPAN	10735083		225314	2022 4 INV P	16,392.00	013122	288864 GAS FOR FUEL STATIO
						ACCOUNT TOTAL	23,933.82		
001000	122000					DAMAGE DEPOSITS			
	003601	MILLER, JAMES	DEP REF 12/21		0	2022 4 INV P	100.00	013122	288833 DEPOSIT REFUND 12/3
	048480	ROBERT ST JOHN	1/22 DEP REFUND		0	2022 4 INV P	250.00	013122	288881 DEPOSIT REFUND 9/24
	048481	KIMBLE LOVE	12/22 DEP REF		0	2022 4 INV P	600.00	013122	288823 DEPOSIT REFUND 12/1
						ACCOUNT TOTAL	950.00		
						ORG 001000 TOTAL	24,883.82		
001001						REVENUES			
001001	287000					POLICE/FIRE-SPECIAL DUTY			
	003980	PROTECTION AGENCY &	1152		0	2022 4 INV P	152.00	013122	288873 SECURITY 9/24/21 EV
						ACCOUNT TOTAL	152.00		
						ORG 001001 TOTAL	152.00		
001003						CITY COUNCIL			
001003	601000					AUDITING AND ACCOUNTING			
	004442	TMH	219408		0	2022 4 INV P	42,600.00	013122	288903 INTERIM BILLING FYE
						ACCOUNT TOTAL	42,600.00		
001003	606000					TELEPHONE AND TELEGRAPH			
	002160	AT&T MOBILITY	287273578351X0108202	0		2022 4 INV P	291.58	013122	288735 MB2016-287/WIRELESS
						ACCOUNT TOTAL	291.58		
001003	611001					TRAVEL EXP-WARD 1			
	002893	GEORGE, JEFFREY	OT9180		0	2022 4 INV P	336.72	013122	288798 COUNCIL - JGEORGE'S
						ACCOUNT TOTAL	336.72		
001003	611002					TRAVEL EXP-WARD 2			
	002645	DELGADO, DEBORAH DEN	OT9190		0	2022 4 INV P	177.84	013122	288778 COUNCIL - DDELGADO'
						ACCOUNT TOTAL	177.84		
001003	641000					OFFICE EQUIPMENT RENT			
	004057	RJ YOUNG COMPANY	INV4479011		0	2022 4 INV P	87.61	013122	288879 CITY COUNCIL - COPI
	004057	RJ YOUNG COMPANY	INV4568300		0	2022 4 INV P	88.27	013122	288879 CITY COUNCIL - MONT

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/4 TO 2022/4		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
									175.88			
ACCOUNT TOTAL									175.88			
001003	650000			EXHIBITIONS & PROMOTIONS								
048119	LIBERTY FLAGS, INC	99680	225160	2022	4	INV	P	192.65	013122	288828	CITY COUNCIL - FLAG	
ACCOUNT TOTAL									192.65			
ORG 001003 TOTAL									43,774.67			
				CITY COURT								
001015	604800			OTHER PROF.-VICTIM'S ADV.GRANT								
001015	604800			2022	4	INV	P	340.00	013122	288773	GR# 1H79TI081923-01	
002564	COURT PROGRAMS INC	4409826	0									
ACCOUNT TOTAL									340.00			
001015	604900			OTHER PROFESSIONAL SERV.								
003940	POLK-PAYTON, GAY ATT 24		0	2022	4	INV	P	5,062.50	013122	288870	COURT PROTEM JUDGE	
ACCOUNT TOTAL									5,062.50			
001015	604901			OTHER PROF-TECHNOLOGY								
004050	RICOH CORP	36039073	0	2022	4	INV	P	287.51	013122	288878	MB# 2018-183-184 CO	
004057	RJ YOUNG COMPANY	INV4603421	0	2022	4	INV	P	168.00	013122	288879	MB#2017-96 COURT RJ	
ACCOUNT TOTAL									455.51			
001015	606000			TELEPHONE AND TELEGRAPH								
002160	AT&T MOBILITY	287273578351X0108202	0	2022	4	INV	P	468.71	013122	288735	MB2016-287/WIRELESS	
ACCOUNT TOTAL									468.71			
ORG 001015 TOTAL									6,326.72			
				MAYOR/ADMIN.								
001020	500300			PAPER								
001020	500300			2022	4	INV	P	398.86	013122	288878	CHARGES FOR PRODUCT	
004050	RICOH CORP	5063502506	0									
ACCOUNT TOTAL									398.86			
001020	511500			FOOD								
002500	COCA COLA BOTTLING C	19873220741	0	2022	4	INV	P	127.50	013122	288767	24PK X15 WATER MAYO	
ACCOUNT TOTAL									127.50			
001020	606000			TELEPHONE AND TELEGRAPH								
002160	AT&T MOBILITY	287273578351X0108202	0	2022	4	INV	P	172.05	013122	288735	MB2016-287/WIRELESS	
002160	AT&T MOBILITY	287289913717X010522	0	2022	4	INV	P	99.15	013122	288734	MB2016-287/WIRELESS	

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/4		TO 2022/4																	
ACCOUNT/VENDOR				INVOICE		PO		YEAR/PR		TYP		S		WARRANT		CHECK		DESCRIPTION	

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/4 TO 2022/4												
ACCOUNT/VENDOR				INVOICE		PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION
						ORG 001080	TOTAL			2,071.50		
001081 LOSS CONTROL												
001081	606000					TELEPHONE AND TELEGRAPH						
002160	AT&T MOBILITY	287273578351X0108202	0	2022	4	INV	P		96.59	013122	288735 MB2016-287/WIRELESS	
						ACCOUNT TOTAL			96.59			
						ORG 001081	TOTAL			96.59		
001090 URBAN DEVELOPMT												
001090	606000					TELEPHONE AND TELEGRAPH						
002160	AT&T MOBILITY	287273578351X0108202	0	2022	4	INV	P		259.44	013122	288735 MB2016-287/WIRELESS	
						ACCOUNT TOTAL			259.44			
001090 PRINTING												
004050	620000					2022	4	INV	P			
004050	RICOH CORP	5063502506	0	2022	4	INV	P		294.94	013122	288878 CHARGES FOR PRODUCT	
						ACCOUNT TOTAL			294.94			
						ORG 001090	TOTAL			554.38		
001091 INFO TECHNOLOGY												
001091	508000					COMPUTER SUPPLIES						
002383	C D W GOVERNMENT	Q310593	226026	2022	4	INV	P		3,049.90	013122	288754 IT DEPT - OFFICE SU	
002383	C D W GOVERNMENT	Q324495	226026	2022	4	INV	P		1,285.45	013122	288754 IT DEPT - OFFICE SU	
									4,335.35			
003721	MULTITECH OFFICE MAC	22010759	226382	2022	4	INV	P		3,575.00	013122	288840 TONER CARTRIDGES -	
003721	MULTITECH OFFICE MAC	22010760	226382	2022	4	INV	P		334.80	013122	288840 TONER CARTRIDGES -	
003721	MULTITECH OFFICE MAC	22010769	226420	2022	4	INV	P		159.95	013122	288840 TONER CARTRIDGES -	
									4,069.75			
004050	RICOH CORP	1089750444	0	2022	4	INV	P		475.00	013122	288878 CARTRIDGES FOR MPC3	
004050	RICOH CORP	1090812722	0	2022	4	INV	P		786.79	013122	288878 INK CARTRIDGES - IT	
									1,261.79			
						ACCOUNT TOTAL			9,666.89			
001091 OTHER PROFESSIONAL SERV.												
002158	604900					2022	4	INV	P			
002158	AT&T	0591 1.8.22	0	2022	4	INV	P		91.87	013122	288731 INTERACT SUPPORT -	
003912	PILEUM CORPORATION	P73926	0	2022	4	INV	P		2,072.50	013122	288861 BILLAGE TIME - IT D	
004482	TYLER TECHNOLOGIES IN	045-363243	0	2022	4	INV	P		1,400.00	013122	288907 MUNIS IMPLEMENTATIO	
004482	TYLER TECHNOLOGIES IN	045-363244	0	2022	4	INV	P		740.00	013122	288907 MUNIS IMPLEMENTATIO	

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/4 TO 2022/4											
ACCOUNT/VENDOR		INVOICE		PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION	
								2,140.00			
ACCOUNT TOTAL								4,304.37			
001091	606000				TELEPHONE AND TELEGRAPH						
002160	AT&T MOBILITY	287273578351X0108202	0	2022	4	INV P	159.95	013122	288735	MB2016-287/WIRELESS	
002160	AT&T MOBILITY	287289913717X010522	0	2022	4	INV P	383.19	013122	288734	MB2016-287/WIRELESS	
								543.14			
ACCOUNT TOTAL								543.14			
001091	606800				NETWORK						
002384	C SPIRE (MEGAGATE)	683013-51	0	2022	4	INV P	15,692.46	013122	288756	MB: 2012-1,412-413	
ACCOUNT TOTAL								15,692.46			
001091	636500				OFFICE EQUIPMENT R&M						
002158	AT&T	0598 1.8.22	0	2022	4	INV P	13,580.00	013122	288731	INTERACT SUPPORT -	
003342	KRONOS INCORPORATED	11859279	0	2022	4	INV P	3,984.52	013122	288825	PAYROLL SOFTWARE -	
003583	METRIX SOLUTIONS	M73408	226016	2022	4	INV P	11,262.50	013122	288831	TWO QUOTE - EMAIL P	
003583	METRIX SOLUTIONS	M73409	226015	2022	4	INV P	8,438.98	013122	288831	TWO QUOTE - WEB SEC	
003583	METRIX SOLUTIONS	M74280	226314	2022	4	INV P	3,228.81	013122	288831	NIMBLE WARRANTY REN	
003583	METRIX SOLUTIONS	M74281	226315	2022	4	INV P	2,355.28	013122	288831	POWEREDGE R740 WNTY	
								25,285.57			
004050	RICOH CORP	5063502506	0	2022	4	INV P	68.72	013122	288878	CHARGES FOR PRODUCT	
ACCOUNT TOTAL								42,918.81			
ORG 001091 TOTAL								73,125.67			
001092	GEN.GOV'T.BLDG										
001092	510000				CLEANING/JANITORIAL SPLY						
002729	ELKINS WHOLESALE INC	468687	225452	2022	4	INV P	909.82	013122	288783	JANITORIAL SUPPLIES	
ACCOUNT TOTAL								909.82			
001092	560500				ELECTRICAL SUPPLIES						
002901	GILKEY ELECTRIC SUPP	348802	226040	2022	4	INV P	301.00	013122	288799	CITY HALL POST TOP	
ACCOUNT TOTAL								301.00			
001092	604900				OTHER PROFESSIONAL SERV.						
048272	CCS INDUSTRIAL SERVI	12621	0	2022	4	INV P	428.00	013122	288758	SERVICE CALL TO CIT	
ACCOUNT TOTAL								428.00			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/4 TO 2022/4		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
001092	630000	004321	SPIRE	G2022 1/11	0	2022	4	INV P	20.00	013122	288899 SPIRE(WILLMUT GAS)
ACCOUNT TOTAL									20.00		
001092	630500	003700	MS POWER COMPANY	E2022 1/3	0	2022	4	INV P	1,461.10	013122	288838 MISSISSIPPI POWER V
		003700	MS POWER COMPANY	E2022-01/11	0	2022	4	INV P	266.46	013122	288838 MISSISSIPPI POWER-V
									1,727.56		
ACCOUNT TOTAL									1,727.56		
ORG 001092 TOTAL									3,386.38		
001094											METRPLTN PLANG.
001094	511500	047828	GRIN COFFEE	5652	226281	2022	4	INV P	54.50	013122	288803 MPO MEETING REFRESH
ACCOUNT TOTAL									54.50		
001094	535500	002728	ELITE SCREEN PRINTIN	41333	226178	2022	4	INV P	99.90	013122	288782 EMBROIDERED MPO DIV
ACCOUNT TOTAL									99.90		
001094	604900	002160	AT&T MOBILITY	287273578351X0108202	0	2022	4	INV P	37.23	013122	288735 MB2016-287/WIRELESS
ACCOUNT TOTAL									37.23		
001094	636500	004057	RJ YOUNG COMPANY	INV4576206	0	2022	4	INV P	175.00	013122	288879 MB#2020-235 COPIER
ACCOUNT TOTAL									175.00		
ORG 001094 TOTAL									366.63		
001095											G/G INS.OTH SER
001095	602500	003608	MILLS & SCANLON, P.A	43	0	2022	4	INV P	56,902.73	013122	288834 2016 ANNEXATION
ACCOUNT TOTAL									56,902.73		
001095	604900	002346	BRUNINI GRANTHAM GRO	254620	0	2022	4	INV P	3,341.25	013122	288751 ADMIN - PROFESSIONA
		002523	COMCAST CABLEVISION	1/11/22	0	2022	4	INV P	303.35	013122	288768 COMCAST BUSINESS H'
		048259	BRIDGE & WATSON INC	DECEMBER 2021	0	2022	4	INV P	18,839.89	013122	288750 REDISTRICTING
ACCOUNT TOTAL									22,484.49		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/4 TO 2022/4		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
001095	606000					TELEPHONE AND TELEGRAPH			
002158	AT&T			L2021-01/13	0	2022 4 INV P	48.71	013122	288731 BL LONG DISTANCE ON
						ACCOUNT TOTAL	48.71		
001095	699900					SERVICES NOT SPECIFIED			
003038	HATTIESBURG PUBLIC S			PPIN26880	0	2022 4 INV P	225.00	013122	288807 16TH SECTION LAND L
						ACCOUNT TOTAL	225.00		
						ORG 001095 TOTAL	79,660.93		
001100						POLICE/PUB.SFTY			
001100	510000					CLEANING/JANITORIAL SPLY			
003772	NEWELL PAPER COMPANY			INV4122717	225953	2022 4 INV P	1,261.48	013122	288844 CLEANING SUPPLIES-H
						ACCOUNT TOTAL	1,261.48		
001100	511200					SUPPLIES-DOJ CORONA VIR			
003772	NEWELL PAPER COMPANY			INV4122833	226059	2022 4 INV P	713.68	013122	288844 CLOROX DISINFECTANT
						ACCOUNT TOTAL	713.68		
001100	515000					FEED FOR ANIMALS			
003106	HOLLAND VETERINARY H			54405	226313	2022 4 INV P	514.20	013122	288812 K9 FOOD HPD
						ACCOUNT TOTAL	514.20		
001100	525000					GAS AND OIL			
003918	PINE BELT OIL COMPAN			12320008 11/21	0	2022 4 INV P	875.99	013122	288866 MINIT MART CHARGES
003918	PINE BELT OIL COMPAN			12320008 12/21	0	2022 4 INV P	674.97	013122	288865 MINIT MART CHARGES
							1,550.96		
						ACCOUNT TOTAL	1,550.96		
001100	535000					UNIFORMS, BADGES, ETC.			
003588	MID SOUTH UNIFORM &			625143	226316	2022 4 INV P	639.60	013122	288832 LONG SLEEVE SHIRTS
003588	MID SOUTH UNIFORM &			625204	226110	2022 4 INV P	1,714.00	013122	288832 TROUSERS FOR STOCK-
							2,353.60		
						ACCOUNT TOTAL	2,353.60		
001100	535500					WEARING APPAREL			
002769	EXPRESS PRESS			46649	225995	2022 4 INV P	292.00	013122	288787 POLO'S FOR OTHER DE
003216	J M H GRAPHICS			33096	226370	2022 4 INV P	268.26	013122	288819 CAPS FOR TRAFFIC-HP
047040	BOOT COUNTRY			001000023420	225933	2022 4 INV P	278.17	013122	288748 BOOT FOR DARRYL AND

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/4 TO 2022/4											
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
ACCOUNT TOTAL									838.43		
001100	546000			MINOR EQUIPMENT							
002714	ECONOMY	SUPPLY CO	069002	226295	2022	4	INV	P	209.82	013122	288781 REPAIR PARTS FOR CH
002901	GILKEY	ELECTRIC	SUPP	347406	226425	2022	4	INV	P	130.00	013122 288799 SLIDE DIMMER FOR SE
002901	GILKEY	ELECTRIC	SUPP	348557	226438	2022	4	INV	P	405.00	013122 288799 LIGHTS FOR SERVICE
002901	GILKEY	ELECTRIC	SUPP	349617	226255	2022	4	INV	P	84.50	013122 288799 PUSH BUTTON FOR CHA
002901	GILKEY	ELECTRIC	SUPP	349856	226312	2022	4	INV	P	142.50	013122 288799 REPAIR PARTS FOR CH
									762.00		
002920	GRAINGER		882904428	0	2022	4	INV	P	165.78	013122	288801 MARKING PAINT
003543	MCELHANEY PLUMBING I		291104	226354	2022	4	INV	P	5.95	013122	288830 TANK LEVER FOR DISP
004495	ULINE		143415610	226215	2022	4	INV	P	367.86	013122	288908 STORAGE BOX FOR REC
ACCOUNT TOTAL									1,511.41		
001100	570000			MTR VEHICLE REP. PTS/SPL							
002060	ADVANCE	AUTO PARTS	5604136338955	226116	2022	4	INV	P	1,594.23	013122	288724 REPAIR PARTS FOR ST
002060	ADVANCE	AUTO PARTS	5604202672829	226475	2022	4	INV	P	1,272.94	013122	288724 REPAIR PARTS FOR VA
									2,867.17		
002160	AT&T MOBILITY		287273861504x0108202	0	2022	4	INV	P	1,884.01	013122	288736 MB2016-287/GPS TRAC
002413	CARQUEST	AUTO PARTS	145758-3503	225220	2022	4	INV	P	400.84	013122	288757 REPAIR PARTS FOR ST
002413	CARQUEST	AUTO PARTS	14758-5856	226064	2022	4	INV	P	754.06	013122	288757 REPAIR PARTS FOR UN
									1,154.90		
003713	MS STATE/TAX COMM/UN		2022 TAG RENEWAL	0	2022	4	INV	P	442.50	013122	288839 2022 UNDERCOVER TAG
003915	PINE BELT CDJR, INC		64358	226118	2022	4	INV	P	623.00	013122	288862 BRAKE LINE,SHIELD,
004514	UNIVERSITY TIRE & SE		INV189136	226426	2022	4	INV	P	2,520.00	013122	288910 TIRES FOR STOCK-HPD
ACCOUNT TOTAL									9,491.58		
001100	604900			OTHER PROFESSIONAL SERV.							
002523	COMCAST	CABLEVISION	1/1/22-1/31/22	0	2022	4	INV	P	114.62	013122	288768 CONVERTER BOX LEASE
002610	D P S CRIME LAB		9011336	0	2022	4	INV	P	180.00	013122	288776 ANALYTICAL FEES-HPD
003905	PIERCE PLUMBING INC		607195	226168	2022	4	INV	P	398.53	013122	288860 PLUMBING REPAIR AT
047055	INTERPRETERS & TRANS		163563	0	2022	4	INV	P	309.67	013122	288817 INTERPRETING DECEMB
ACCOUNT TOTAL									1,002.82		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/4 TO 2022/4										
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
001100	606000			TELEPHONE AND TELEGRAPH						
002158	AT&T	0563149329001 1/22	0	2022	4	INV P	42.39	013122	288733	POLICE DISPATCH LON
002158	AT&T	54549101030591 1/8	0	2022	4	INV P	277.92	013122	288732	POLICE DISPATCH 601
002158	AT&T	L2021-1/8	0	2022	4	INV P	76.00	013122	288731	AT&T-01/08
							396.31			
002160	AT&T MOBILITY	287273578351x0108202	0	2022	4	INV P	2,157.43	013122	288735	MB2016-287/WIRELESS
002160	AT&T MOBILITY	287289913717x010522	0	2022	4	INV P	6,469.16	013122	288734	MB2016-287/WIRELESS
							8,626.59			
ACCOUNT TOTAL							9,022.90			
001100	611000			TRAVEL EXPENSE						
002250	BICE, ASHLEY	3.12.22-3.19.22 BICE	0	2022	4	INV P	898.00	013122	288742	TRAVEL ADV. SGT BIC
003792	NORRIS, LATONYA	3.29.22-4.3.22NORRIS	0	2022	4	INV P	1,250.00	013122	288847	TRAVEL ADV LATONYA
048490	JON DENSON	3.13-19.22 DENSON	0	2022	4	INV P	898.00	013122	288821	TRAVEL ADV. LT DENS
ACCOUNT TOTAL							3,046.00			
001100	612000			FREIGHT						
004495	ULINE	143415610	226215	2022	4	INV P	30.07	013122	288908	STORAGE BOX FOR REC
004505	UNITED PARCEL SERVIC	00008E1Y15022	0	2022	4	INV P	17.53	013122	288909	SHIPPING FEES
ACCOUNT TOTAL							47.60			
001100	630000			GAS						
004321	SPIRE	G2022 1/11	0	2022	4	INV P	8,031.11	013122	288899	SPIRE(WILLMUT GAS)
ACCOUNT TOTAL							8,031.11			
001100	630500			ELECTRICITY						
003700	MS POWER COMPANY	E2022 1/3	0	2022	4	INV P	3,879.52	013122	288838	MISSISSIPPI POWER V
003700	MS POWER COMPANY	E2022-01/11	0	2022	4	INV P	2,616.63	013122	288838	MISSISSIPPI POWER-V
							6,496.15			
ACCOUNT TOTAL							6,496.15			
001100	636500			OFFICE EQUIPMENT R&M						
003189	INTERACT PUBLIC SAFE	CPSMN0001546	0	2022	4	INV P	3,088.14	013122	288814	MB#2010-6/281-MAINT
ACCOUNT TOTAL							3,088.14			
001100	638400			MOTOR VEHICLE EQ. R&M						
002169	AUTOMOTIVE GLASS SPE	I247336	225788	2022	4	INV P	395.00	013122	288739	WINDSHIELD REPAIR U
002169	AUTOMOTIVE GLASS SPE	I247508	226054	2022	4	INV P	285.00	013122	288739	WINDSHIELD REPAIR U
002169	AUTOMOTIVE GLASS SPE	I247769	226052	2022	4	INV P	395.00	013122	288739	PLEXI GLASS INSTALL

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/4 TO 2022/4				ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
											1,075.00			
004514		UNIVERSITY TIRE & SE		INV184811	225491	2022	4	INV	P	74.95	013122	288910	ALIGNMENT FOR UNIT#	
ACCOUNT TOTAL											1,149.95			
001100		641000		OFFICE EQUIPMENT RENT										
004057		RJ YOUNG COMPANY		INV4518389	0	2022	4	INV	P	502.31	013122	288879	MB#2021-285 ADMIN C	
004057		RJ YOUNG COMPANY		INV4602212	0	2022	4	INV	P	250.00	013122	288879	MB#2021-285 ADMIN C	
											752.31			
ACCOUNT TOTAL											752.31			
001100		684000		DUES AND MEMBERSHIPS										
002773		F B I NATIONAL ACADE		31599/2022	0	2022	4	INV	P	115.00	013122	288788	ASST. CHEIF FBINAA	
003199		INTL ASSN OF CHIEFS		01827677	0	2022	4	INV	P	190.00	013122	288818	MEMBERSHIP DUE FO A	
ACCOUNT TOTAL											305.00			
001100		684500		REGISTRATION FEE/TUITION										
048031		ROSS, EBONY J		123	0	2022	4	INV	P	790.00	013122	288883	IAED 40 HOUR BASIC	
ACCOUNT TOTAL											790.00			
ORG 001100 TOTAL											51,967.32			
001131		501000		JOINT P&F TRNG.										
001131		501000		OTHER EXPENDABLE OFF.SPL										
002527		COMMERCIAL STATIONER		454171-0	226242	2022	4	INV	P	10.68	013122	288769	P/F SUPPLIES	
ACCOUNT TOTAL											10.68			
001131		502000		MINOR OFFICE EQUIP/FURN.										
047882		NORTHERN SAFETY		904657797	226152	2022	4	INV	P	249.64	013122	288848	P/F MINOR EQUIPMENT	
ACCOUNT TOTAL											249.64			
001131		504000		PHOTO SUPPLIES										
003921		PINE BELT TROPHY		002	0	2022	4	INV	P	67.90	013122	288868	P/F PLAQUE FOR GUES	
ACCOUNT TOTAL											67.90			
001131		510000		CLEANING/JANITORIAL SPLY										
002527		COMMERCIAL STATIONER		454171-0	226242	2022	4	INV	P	28.01	013122	288769	P/F SUPPLIES	
ACCOUNT TOTAL											28.01			
001131		512000		MEDICAL SUPPLIES										
002527		COMMERCIAL STATIONER		454171-0	226242	2022	4	INV	P	29.37	013122	288769	P/F SUPPLIES	

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/4 TO 2022/4		ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
002527	COMMERCIAL STATIONER	454229-0		226242	2022	4	INV P	18.00	013122	288769 P/F SUPPLIES
								47.37		
							ACCOUNT TOTAL	47.37		
001131	535600						WEARING APPAREL-FIRE			
002879	GALL'S LLC	020175121		226335	2022	4	INV P	252.00	013122	288797 P/F CLOTHING
040842	CHARLIE'S TROPHY	20194285		0	2022	4	INV P	400.00	013122	288761 P/F CLOTHING
							ACCOUNT TOTAL	652.00		
001131	5462FR						MINOR EQUIPMENT-FIRE			
002700	EAGLE TIRE AND SERVI	INV061800		226454	2022	4	INV P	157.00	013122	288780 P/F REPAIRS TO TRAC
							ACCOUNT TOTAL	157.00		
001131	560000						BUILDING MATERIALS & SPLY			
047017	VERGE ENTRANCE SOLUT	4992		226029	2022	4	INV P	4,500.00	013122	288912 P/F BUILDING SUPPLI
							ACCOUNT TOTAL	4,500.00		
001131	630500						ELECTRICITY			
003700	MS POWER COMPANY	E2022-01/11		0	2022	4	INV P	911.55	013122	288838 MISSISSIPPI POWER-V
							ACCOUNT TOTAL	911.55		
001131	639400						DISINFECT./EXTERMINATION			
003040	HAVARD PEST CONTROL	1880912		0	2022	4	INV P	50.00	013122	288808 HAVARD PEST CONTROL
							ACCOUNT TOTAL	50.00		
001131	644900						OTHER RENT			
004057	RJ YOUNG COMPANY	INV4583392		0	2022	4	INV P	198.00	013122	288879 P/F COPIER RENTAL
							ACCOUNT TOTAL	198.00		
001131	684000						DUES AND MEMBERSHIPS			
003198	INTERNATIONAL POLICE	001		0	2022	4	INV P	25.00	013122	288816 P/F MEMBERSHIP
							ACCOUNT TOTAL	25.00		
001131	6845FR						REGISTRATION-FIRE			
004331	STATE FIRE ACADEMY	29253		0	2022	4	INV P	1,708.00	013122	288901 P/F INVOICE FOR DRI
							ACCOUNT TOTAL	1,708.00		
							ORG 001131 TOTAL	8,605.15		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/4 TO 2022/4		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
001160											FIRE DIVISION
001160	508000										COMPUTER SUPPLIES
002383	C D W GOVERNMENT	M220662			225171	2022	4	INV P	854.46	013122	288754 LAPTOP
									854.46		ACCOUNT TOTAL
001160	510000										CLEANING/JANITORIAL SPLY
002472	CINTAS FIRST AID J71	4108452845			0	2022	4	INV P	87.13	013122	288765 HFD JANITORIAL AND
									87.13		ACCOUNT TOTAL
001160	511000										HOUSEHOLD SUPPLIES
003543	MCELHANEY PLUMBING I	291102			226321	2022	4	INV P	50.90	013122	288830 HFD GARDEN HOSE AND
									50.90		ACCOUNT TOTAL
001160	525000										GAS AND OIL
003918	PINE BELT OIL COMPAN	12320008	11/21		0	2022	4	INV P	305.81	013122	288866 MINIT MART CHARGES
003918	PINE BELT OIL COMPAN	12320008	12/21		0	2022	4	INV P	340.47	013122	288865 MINIT MART CHARGES
									646.28		
									646.28		ACCOUNT TOTAL
001160	525700										DIESEL FUEL
003918	PINE BELT OIL COMPAN	12320008	11/21		0	2022	4	INV P	2,747.96	013122	288866 MINIT MART CHARGES
003918	PINE BELT OIL COMPAN	12320008	12/21		0	2022	4	INV P	2,137.01	013122	288865 MINIT MART CHARGES
									4,884.97		
									4,884.97		ACCOUNT TOTAL
001160	535000										UNIFORMS, BADGES, ETC.
002733	EMERGENCY EQUIPMENT	466624			225757	2022	4	INV P	637.00	013122	288784 HFD HELMET FRONTS F
003216	J M H GRAPHICS	33018			226239	2022	4	INV P	1,042.50	013122	288819 HFD UNIFORM ITEMS F
003744	NAFECO-NORTH AMERICA	1124384			225344	2022	4	INV P	4,764.10	013122	288841 HFD UNIFORMS FOR AL
									6,443.60		ACCOUNT TOTAL
001160	570000										MTR VEHICLE REP. PTS/SPL
002160	AT&T MOBILITY	287273861504X0108202	0			2022	4	INV P	536.64	013122	288736 MB2016-287/GPS TRAC
002733	EMERGENCY EQUIPMENT	466761			226353	2022	4	INV P	1,316.44	013122	288784 HFD UNIT # 18099 E-
002738	EMPIRE TRUCK SALES	ce006190091:01			226319	2022	4	INV P	227.82	013122	288785 HFD UNIT # 13933 RE
003034	HATTIESBURG HYDRAULI	93156			0	2022	4	INV P	199.52	013122	288806 HFD UNIT # 14517 RE
003746	NAPA AUTO PARTS	5930-642981			226300	2022	4	INV P	96.36	013122	288843 HFD AIR HOSE AND FI

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/4 TO 2022/4										
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
003746	NAPA AUTO PARTS	5930-643390	226408	2022	4	INV P	52.03	013122	288843	HFD WIPER BLADES FO
							148.39			
004139	SCOTTS HYDRAULIC SER	48907	226457	2022	4	INV P	156.41	013122	288885	HFD UNIT # 11353 RE
						ACCOUNT TOTAL	2,585.22			
001160	604900					OTHER PROFESSIONAL SERV.				
002542	CONSOLIDATED FLEET S	2022JB0008	0	2022	4	INV P	3,469.40	013122	288772	HFD ANNUAL GROUND L
						ACCOUNT TOTAL	3,469.40			
001160	606000					TELEPHONE AND TELEGRAPH				
002160	AT&T MOBILITY	287273578351x0108202	0	2022	4	INV P	214.31	013122	288735	MB2016-287/WIRELESS
						ACCOUNT TOTAL	214.31			
001160	612000					FREIGHT				
002733	EMERGENCY EQUIPMENT	466624	225757	2022	4	INV P	25.00	013122	288784	HFD HELMET FRONTS F
002733	EMERGENCY EQUIPMENT	466761	226353	2022	4	INV P	34.50	013122	288784	HFD UNIT # 18099 E-
							59.50			
002738	EMPIRE TRUCK SALES	ce006190091:01	226319	2022	4	INV P	35.00	013122	288785	HFD UNIT # 13933 RE
						ACCOUNT TOTAL	94.50			
001160	630000					GAS				
004321	SPIRE	G2022 1/11	0	2022	4	INV P	300.54	013122	288899	SPIRE(WILLMUT GAS)
004321	SPIRE	G2022 1/18	0	2022	4	INV P	228.52	013122	288899	SPIRE(WILLMUT GAS)
							529.06			
						ACCOUNT TOTAL	529.06			
001160	630500					ELECTRICITY				
003700	MS POWER COMPANY	E2022 1/3	0	2022	4	INV P	1,464.70	013122	288838	MISSISSIPPI POWER V
003700	MS POWER COMPANY	E2022-01/11	0	2022	4	INV P	317.02	013122	288838	MISSISSIPPI POWER-V
							1,781.72			
						ACCOUNT TOTAL	1,781.72			
001160	631500					WATER				
004003	RAWLS SPRINGS UTILIT	T2022 1/14	0	2022	4	INV P	52.06	013122	288875	RAWLS SPRGS WATER (
						ACCOUNT TOTAL	52.06			
001160	635000					BUILDING R&M				
002256	BILL'S PLUMBING CO	36749	223596	2022	4	INV P	2,900.00	013122	288744	HFD 2-QUOTE STATION

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/4 TO 2022/4		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
003824	OVERHEAD DOOR CO OF	201341	226081	2022	4	INV	P		2,176.91	013122	288852 HFD STATION 8 BAY D
ACCOUNT TOTAL									5,076.91		
001160	638000		FIXED EQUIPMENT R&M								
002567	COURTNEY'S RESTAURAN	14451	226238	2022	4	INV	P		207.50	013122	288775 HFD STATION 8 ICE M
ACCOUNT TOTAL									207.50		
001160	638400		MOTOR VEHICLE EQ. R&M								
002700	EAGLE TIRE AND SERVI	INV061664	226352	2022	4	INV	P		552.56	013122	288780 HFD UNIT # 20371 RE
002805	FERRARA FIRE APPARAT	INV00000W07399	0	2022	4	INV	P		543.25	013122	288793 HFD UNIT #20315 DEF
003915	PINE BELT CDJR, INC	517558	226177	2022	4	INV	P		1,235.28	013122	288862 HFD UNIT # 18557 RE
ACCOUNT TOTAL									2,331.09		
001160	639000		COMMUNICATION EQ. R&M								
003189	INTERACT PUBLIC SAFE	CPSMN0001739	0	2022	4	INV	P		661.50	013122	288814 HFD CAD NG INTERFAC
ACCOUNT TOTAL									661.50		
001160	639400		DISINFECT./EXTERMINATION								
003040	HAVARD PEST CONTROL	1880904	0	2022	4	INV	P		48.00	013122	288808 HAVARD PEST CONTROL
003040	HAVARD PEST CONTROL	1880906	0	2022	4	INV	P		48.00	013122	288808 HAVARD PEST CONTROL
003040	HAVARD PEST CONTROL	1880927	0	2022	4	INV	P		48.00	013122	288808 HAVARD PEST CONTROL
									144.00		
ACCOUNT TOTAL									144.00		
001160	643500		MOP-MAT-RAG RENT								
002471	CINTAS CORPORATION #	4107766398	0	2022	4	INV	P		37.36	013122	288764 HFD ADMIN OFFICE DO
ACCOUNT TOTAL									37.36		
ORG 001160 TOTAL									30,151.97		
001180			LAND DEVEL.ADM.								
001180	501000		OTHER EXPENDABLE OFF.SPL								
003772	NEWELL PAPER COMPANY	4123583	226196	2022	4	INV	P		34.12	013122	288844 PAPER FOR PERMIT CA
003772	NEWELL PAPER COMPANY	4123906	226196	2022	4	INV	P		42.71	013122	288844 PAPER FOR PERMIT CA
									76.83		
ACCOUNT TOTAL									76.83		
001180	604900		OTHER PROFESSIONAL SERV.								
002160	AT&T MOBILITY	287273861504X0108202	0	2022	4	INV	P		204.30	013122	288736 MB2016-287/GPS TRAC
004075	RODCO, LLC	1776	0	2022	4	INV	P		500.00	013122	288882 PLAN REVIEW FOR 78E

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/4 TO 2022/4											
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION
					ACCOUNT TOTAL			704.30			
001180	606000				TELEPHONE AND TELEGRAPH						
002160	AT&T MOBILITY	287273578351x0108202	0	2022	4	INV	P	869.13	013122	288735	MB2016-287/WIRELESS
					ACCOUNT TOTAL			869.13			
001180	644900				OTHER RENT						
004057	RJ YOUNG COMPANY	INV4585497	0	2022	4	INV	P	210.91	013122	288879	COPIER12/11/21 01/1
004057	RJ YOUNG COMPANY	INV4598013	0	2022	4	INV	P	206.37	013122	288879	COPIER 12/19/21-1/1
								417.28			
					ACCOUNT TOTAL			417.28			
					ORG 001180 TOTAL			2,067.54			
001191	TRAFFIC MAINT.										
001191	554500				TRAFFIC SIGNS						
004316	SPEEDY PRINTING & SI	29841	226287	2022	4	INV	P	108.00	013122	288898	STREET MARKER
					ACCOUNT TOTAL			108.00			
001191	560000				BUILDING MATERIALS & SPLY						
002795	FASTENAL COMPANY	MSHAT232822	226166	2022	4	INV	P	627.00	013122	288791	TRAFFIC BOLTS & NUT
					ACCOUNT TOTAL			627.00			
001191	606000				TELEPHONE AND TELEGRAPH						
002160	AT&T MOBILITY	287273578351x0108202	0	2022	4	INV	P	71.36	013122	288735	MB2016-287/WIRELESS
					ACCOUNT TOTAL			71.36			
001191	630000				GAS						
004321	SPIRE	G2022 1/11	0	2022	4	INV	P	132.26	013122	288899	SPIRE(WILLMUT GAS)
					ACCOUNT TOTAL			132.26			
001191	637500				TRAFFIC CONTROL EQ. R&M						
003953	POWELL CONSTRUCTION	3292	0	2022	4	INV	P	2,580.00	013122	288872	MB 2021-160 HWY 49
					ACCOUNT TOTAL			2,580.00			
001191	639400				DISINFECT./EXTERMINATION						
003040	HAVARD PEST CONTROL	1880922	0	2022	4	INV	P	45.00	013122	288808	HAVARD PEST CONTROL
					ACCOUNT TOTAL			45.00			
001191	643000				UNIFORM RENT						
002471	CINTAS CORPORATION #	4107764185	0	2022	4	INV	P	72.06	013122	288763	TRAFFIC UNIFORM SC

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/4 TO 2022/4											
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
ACCOUNT TOTAL									72.06		
001191	643500					MOP-MAT-RAG RENT					
002471	CINTAS CORPORATION # 4107763788				0	2022	4	INV P	7.26	013122	288764 TRAFFIC MATS SC/820
ACCOUNT TOTAL									7.26		
ORG 001191 TOTAL									3,642.94		
STREET DIV.											
001201	510000					CLEANING/JANITORIAL SPLY					
003772	NEWELL PAPER COMPANY 621681				226284	2022	4	INV P	730.50	013122	288844 38x58 BLACK CAN LIN
ACCOUNT TOTAL									730.50		
001201	535500					WEARING APPAREL					
002795	FASTENAL COMPANY MSHAT232346				223503	2022	4	INV P	600.40	013122	288791 RAINSUIT XL
ACCOUNT TOTAL									600.40		
ASPHALT & ASPHALT PROD.											
004586	WARREN PAVING INC 53980				225000	2022	4	INV P	343.45	013122	288915 ASPHALT FOR VARIOUS
004586	WARREN PAVING INC 54168				225000	2022	4	INV P	384.56	013122	288915 ASPHALT FOR VARIOUS
004586	WARREN PAVING INC 54180				225000	2022	4	INV P	275.14	013122	288915 ASPHALT FOR VARIOUS
004586	WARREN PAVING INC 54196				225000	2022	4	INV P	282.10	013122	288915 ASPHALT FOR VARIOUS
004586	WARREN PAVING INC 54220				225000	2022	4	INV P	251.73	013122	288915 ASPHALT FOR VARIOUS
004586	WARREN PAVING INC 54370				225000	2022	4	INV P	259.97	013122	288915 ASPHALT FOR VARIOUS
004586	WARREN PAVING INC 54376				225000	2022	4	INV P	182.16	013122	288916 ASPHALT FOR VARIOUS
004586	WARREN PAVING INC 54385				225000	2022	4	INV P	303.61	013122	288915 ASPHALT FOR VARIOUS
004586	WARREN PAVING INC 54396				225000	2022	4	INV P	244.15	013122	288915 ASPHALT FOR VARIOUS
004586	WARREN PAVING INC 55239				225858	2022	4	INV P	354.83	013122	288915 ASPHALT FOR VARIOUS
004586	WARREN PAVING INC 55365				225858	2022	4	INV P	125.24	013122	288916 ASPHALT FOR VARIOUS
004586	WARREN PAVING INC 55374				225858	2022	4	INV P	174.58	013122	288916 ASPHALT FOR VARIOUS
004586	WARREN PAVING INC 55488				225858	2022	4	INV P	208.09	013122	288915 ASPHALT FOR VARIOUS
004586	WARREN PAVING INC 55639				225858	2022	4	INV P	246.05	013122	288915 ASPHALT FOR VARIOUS
004586	WARREN PAVING INC 55651				225858	2022	4	INV P	349.14	013122	288915 ASPHALT FOR VARIOUS
004586	WARREN PAVING INC 55836				225858	2022	4	INV P	215.06	013122	288915 ASPHALT FOR VARIOUS
004586	WARREN PAVING INC 56095				225858	2022	4	INV P	442.75	013122	288915 ASPHALT FOR VARIOUS
004586	WARREN PAVING INC 56106				225858	2022	4	INV P	237.19	013122	288915 ASPHALT FOR VARIOUS
004586	WARREN PAVING INC 56110				225858	2022	4	INV P	289.69	013122	288915 ASPHALT FOR VARIOUS
004586	WARREN PAVING INC 56224				225858	2022	4	INV P	99.30	013122	288916 ASPHALT FOR VARIOUS
004586	WARREN PAVING INC 56232				225858	2022	4	INV P	189.12	013122	288916 ASPHALT FOR VARIOUS
004586	WARREN PAVING INC 56239				225858	2022	4	INV P	387.10	013122	288915 ASPHALT FOR VARIOUS
004586	WARREN PAVING INC 56485				225858	2022	4	INV P	427.57	013122	288915 ASPHALT FOR VARIOUS
004586	WARREN PAVING INC 56616				225858	2022	4	INV P	261.23	013122	288915 ASPHALT FOR VARIOUS
004586	WARREN PAVING INC 56737				225858	2022	4	INV P	60.72	013122	288916 ASPHALT FOR VARIOUS
									6,594.53		
ACCOUNT TOTAL									6,594.53		
CONCRETE, CEMENT, ETC.											
001201	540500										

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/4 TO 2022/4		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
002714	ECONOMY SUPPLY CO	068779	226444	2022	4	INV	P		1,015.00	013122	288781 PORTLAND CEMENTS
			ACCOUNT TOTAL						1,015.00		
001201	559000		OTHER OPERATING MATL/SPLY								
004316	SPEEDY PRINTING & SI	29692	225622	2022	4	INV	P		45.00	013122	288898 CITY LOGO AND LETTE
			ACCOUNT TOTAL						45.00		
001201	560500		ELECTRICAL SUPPLIES								
002101	AMERICAN APPLIANCE &	14077	226263	2022	4	INV	P		245.10	013122	288729 CONTROL BOARD /FUEL
002901	GILKEY ELECTRIC SUPP	349652	226251	2022	4	INV	P		736.80	013122	288799 LIGHTS FOR CAMERA@
			ACCOUNT TOTAL						981.90		
001201	570000		MTR VEHICLE REP. PTS/SPL								
002160	AT&T MOBILITY	287273861504X0108202	0	2022	4	INV	P		2,576.25	013122	288736 MB2016-287/GPS TRAC
002166	AUTO ARMATURE SERVIC	27157	226346	2022	4	INV	P		166.95	013122	288738 BATTERIES FOR UNIT#
002166	AUTO ARMATURE SERVIC	27158	226346	2022	4	INV	P		166.95	013122	288738 BATTERIES FOR UNIT#
									333.90		
002413	CARQUEST AUTO PARTS	14758-5714	226011	2022	4	INV	P		47.28	013122	288757 BELT TENSIONER UNIT
002714	ECONOMY SUPPLY CO	068580	226221	2022	4	INV	P		78.90	013122	288781 MASTER PAD 3210 640
003034	HATTIESBURG HYDRAULI	91498	223860	2022	4	INV	P		249.46	013122	288806 CYLINDER FOR KUBOTA
003034	HATTIESBURG HYDRAULI	91977	225216	2022	4	INV	P		200.61	013122	288806 CYLINDER REPAIR BAT
									450.07		
003380	LANCASTER'S MACHINE	25076	226217	2022	4	INV	P		850.00	013122	288827 STRAIGHTEN DECK ON
004586	WARREN PAVING INC	55568	225858	2022	4	INV	P		242.25	013122	288915 ASPHALT FOR VARIOUS
			ACCOUNT TOTAL						4,578.65		
001201	575500		AGRICLTR REPAIR PTS/SPL								
003916	PINE BELT INDUSTRIAL	4194358-02	225239	2022	4	INV	P		57.98	013122	288863 BELT BP195 FOR ALL
			ACCOUNT TOTAL						57.98		
001201	604900		OTHER PROFESSIONAL SERV.								
002778	FAIRLEY, BILLY RAY	705543	226161	2022	4	INV	P		2,500.00	013122	288789 CURB&GUTTER REPAIRS
			ACCOUNT TOTAL						2,500.00		
001201	638400		MOTOR VEHICLE EQ. R&M								
047021	HINTON, ANTHONY	000030	0	2022	4	INV	P		418.20	013122	288810 REPAIRS ON UNIT #13

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/4 TO 2022/4											
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION
					ACCOUNT TOTAL			418.20			
001201	638700				AGRICULTURAL EQ. R&M						
002083	ALLBRITTON CHAIN SAW	11832	225279	2022	4	INV	P	76.20	013122	288726	REPAIRS ON CHAIN SA
					ACCOUNT TOTAL			76.20			
001201	643000				UNIFORM RENT						
002471	CINTAS CORPORATION #	4105750001	0	2022	4	INV	P	32.19	013122	288764	UNIFORMS SC 8200044
002471	CINTAS CORPORATION #	4105750433	0	2022	4	INV	P	14.52	013122	288764	UNIFORMS SC 8200044
002471	CINTAS CORPORATION #	4105750465	0	2022	4	INV	P	56.38	013122	288764	UNIFORMS SC 8200044
002471	CINTAS CORPORATION #	4105750637	0	2022	4	INV	P	202.33	013122	288763	UNIFORMS SC 8200044
002471	CINTAS CORPORATION #	4107763959	0	2022	4	INV	P	61.78	013122	288763	UNIFORMS SC 8200044
002471	CINTAS CORPORATION #	4107764011	0	2022	4	INV	P	86.40	013122	288763	UNIFORMS SC 8200044
002471	CINTAS CORPORATION #	4107764216	0	2022	4	INV	P	19.16	013122	288764	UNIFORMS SC 8200044
002471	CINTAS CORPORATION #	4107764222	0	2022	4	INV	P	105.75	013122	288763	UNIFORMS SC 8200044
002471	CINTAS CORPORATION #	4107764255	0	2022	4	INV	P	56.38	013122	288764	UNIFORMS SC 8200044
002471	CINTAS CORPORATION #	4108450899	0	2022	4	INV	P	61.78	013122	288764	UNIFORMS SC 8200044
002471	CINTAS CORPORATION #	4108450971	0	2022	4	INV	P	42.10	013122	288764	UNIFORMS SC 8200044
002471	CINTAS CORPORATION #	4108451175	0	2022	4	INV	P	105.75	013122	288763	UNIFORMS SC 8200044
002471	CINTAS CORPORATION #	4108451221	0	2022	4	INV	P	56.38	013122	288764	UNIFORMS SC 8200044
002471	CINTAS CORPORATION #	4108451234	0	2022	4	INV	P	19.16	013122	288764	UNIFORMS SC 8200044
								920.06			
					ACCOUNT TOTAL			920.06			
					ORG 001201	TOTAL		18,518.42			
001202	STREET LIGHTS										
001202	630500				ELECTRICITY						
003700	MS POWER COMPANY	E2022 1/3	0	2022	4	INV	P	3,406.87	013122	288838	MISSISSIPPI POWER V
003700	MS POWER COMPANY	E2022-01/11	0	2022	4	INV	P	2,290.42	013122	288838	MISSISSIPPI POWER-V
								5,697.29			
003873	PEARL RIVER VALLEY E	2022 1/6/22	0	2022	4	INV	P	1,312.20	013122	288857	PEARL RIVER VALLEY
					ACCOUNT TOTAL			7,009.49			
					ORG 001202	TOTAL		7,009.49			
001203	ENGR/PUBLIC SER										
001203	500300				PAPER						
003810	OFFICE PRODUCTS PLUS	964880-1	225960	2022	4	INV	P	77.18	013122	288850	OFFICE SUPPLIES - E
					ACCOUNT TOTAL			77.18			
001203	501000				OTHER EXPENDABLE OFF.SPL						
003772	NEWELL PAPER COMPANY	4123374	226137	2022	4	INV	P	80.90	013122	288844	ENVELOPES FOR STORM
003810	OFFICE PRODUCTS PLUS	958739-0	225226	2022	4	INV	P	30.67	013122	288850	OFFICE SUPPLIES - E

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/4 TO 2022/4												
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR	TYP	S	WARRANT		CHECK	DESCRIPTION
003810	OFFICE PRODUCTS PLUS	958739-1		225226	2022	4	INV	P	9.39	013122	288850	OFFICE SUPPLIES - E
003810	OFFICE PRODUCTS PLUS	958739-2		225226	2022	4	INV	P	83.52	013122	288850	OFFICE SUPPLIES - E
003810	OFFICE PRODUCTS PLUS	964880-0		225960	2022	4	INV	P	185.81	013122	288850	OFFICE SUPPLIES - E
									309.39			
ACCOUNT TOTAL									390.29			
001203	601500				ENGINEERING							
004197	SHOWS DEARMAN & WAIT	22489		0	2022	4	INV	P	350.00	013122	288889	MB 2012-1/34 FORRES
ACCOUNT TOTAL									350.00			
001203	606000				TELEPHONE AND TELEGRAPH							
002160	AT&T MOBILITY	287273578351X0108202	0		2022	4	INV	P	214.18	013122	288735	MB2016-287/WIRELESS
002160	AT&T MOBILITY	287289913717X010522	0		2022	4	INV	P	52.09	013122	288734	MB2016-287/WIRELESS
									266.27			
ACCOUNT TOTAL									266.27			
001203	607000				POSTAGE							
002798	FEDERAL EXPRESS	7-641-67894		0	2022	4	INV	P	47.96	013122	288792	PACKAGE TO EPA - EN
ACCOUNT TOTAL									47.96			
001203	620000				PRINTING							
004050	RICOH CORP	5063502506		0	2022	4	INV	P	11.22	013122	288878	CHARGES FOR PRODUCT
ACCOUNT TOTAL									11.22			
001203	641000				OFFICE EQUIPMENT RENT							
004057	RJ YOUNG COMPANY	4603420		0	2022	4	INV	P	262.00	013122	288879	MB# 2019-60 COPIER
ACCOUNT TOTAL									262.00			
ORG 001203 TOTAL									1,404.92			
001204	SHOP DIVISION											
001204	559000				OTHER OPERATING MATL/SPLY							
002413	CARQUEST AUTO PARTS	14758-6733		226350	2022	4	INV	P	19.98	013122	288757	SHAKER HOSE/PW SHOP
ACCOUNT TOTAL									19.98			
001204	630500				ELECTRICITY							
003700	MS POWER COMPANY	E2022-01/11		0	2022	4	INV	P	2,988.64	013122	288838	MISSISSIPPI POWER-V
ACCOUNT TOTAL									2,988.64			
001204	643000				UNIFORM RENT							
002471	CINTAS CORPORATION #	4107764242		0	2022	4	INV	P	74.70	013122	288763	UNIFORM RENTAL/PW S
002471	CINTAS CORPORATION #	4108451166		0	2022	4	INV	P	62.74	013122	288763	UNIFORM RENTAL/PW S

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/4 TO 2022/4		INVOICE		PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
								137.44		
ACCOUNT TOTAL								137.44		
ORG 001204 TOTAL								3,146.06		
G O & F S DIV.										
001205	606000									
001205	002160	AT&T MOBILITY	287273578351X0108202	0	2022	4	INV P	481.85	013122	288735 MB2016-287/WIRELESS
ACCOUNT TOTAL								481.85		
001205	639400									
003040	HAVARD PEST CONTROL	1880926		0	2022	4	INV P	235.00	013122	288808 HAVARD PEST CONTROL
ACCOUNT TOTAL								235.00		
ORG 001205 TOTAL								716.85		
DRAINAGE DIV.										
001206	729500									
001206	004197	SHOWS DEARMAN & WAIT	22463	0	2022	4	INV P	1,375.00	013122	288888 MB 2012-1/34 S. 40T
004197	SHOWS DEARMAN & WAIT	22466		0	2022	4	INV P	175.00	013122	288889 MB 2012-1/34 ELAINE
004197	SHOWS DEARMAN & WAIT	22486		0	2022	4	INV P	600.00	013122	288889 MB 2012-1/34 CHANCE
								2,150.00		
ACCOUNT TOTAL								2,150.00		
ORG 001206 TOTAL								2,150.00		
CONSTRUCTION										
001207	559000									
001207	003034	HATTIESBURG HYDRAULI	93134	226294	2022	4	INV P	26.74	013122	288806 COUPLING FOR EXCAVA
ACCOUNT TOTAL								26.74		
ELECTRICAL SUPPLIES										
001207	560500									
002901	GILKEY ELECTRIC SUPP	348979		226351	2022	4	INV P	137.50	013122	288799 PHOTO CELL LIGHTS F
002901	GILKEY ELECTRIC SUPP	349651		226254	2022	4	INV P	138.00	013122	288799 LIGHTS FOR EMPLOYEE
								275.50		
004256	SOLAR SUPPLY INC	3448607		226332	2022	4	INV P	88.20	013122	288893 SILVER AIR DUCT FIL
004256	SOLAR SUPPLY INC	3448716		226400	2022	4	INV P	158.44	013122	288893 MATERIAL FOR A/C TR
								246.64		
ACCOUNT TOTAL								522.14		
MTR VEHICLE REP. PTS/SPL										

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/4 TO 2022/4										
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT		CHECK	DESCRIPTION
002565	COURTESY MOTORS INC	533136	226437	2022	4	INV P	47.74	013122	288774	DAMPER ASY/CONST DE
ACCOUNT TOTAL							47.74			
001207	606000			TELEPHONE AND TELEGRAPH						
002160	AT&T MOBILITY	287273578351X0108202	0	2022	4	INV P	122.72	013122	288735	MB2016-287/WIRELESS
ACCOUNT TOTAL							122.72			
001207	638400			MOTOR VEHICLE EQ. R&M						
004514	UNIVERSITY TIRE & SE INV	188937	226356	2022	4	INV P	678.88	013122	288910	REPAIR FOR UNIT#162
ACCOUNT TOTAL							678.88			
001207	643000			UNIFORM RENT						
002471	CINTAS CORPORATION #	4107764016	0	2022	4	INV P	62.85	013122	288763	UNIFORM RENTAL CONS
002471	CINTAS CORPORATION #	4108451007	0	2022	4	INV P	65.35	013122	288763	UNIFORM RENTAL/CONS
							128.20			
ACCOUNT TOTAL							128.20			
ORG 001207 TOTAL							1,526.42			
001220				SANITATION DIV.						
001220	513000			CHEMICALS						
002443	CERTIFIED LABORATORI	7615574	225955	2022	4	INV P	2,874.50	013122	288760	AQUA-SOL/GRRR FOR S
ACCOUNT TOTAL							2,874.50			
001220	535500			WEARING APPAREL						
004445	TOP NOTCH EMBROIDERY	1489	225923	2022	4	INV P	74.99	013122	288904	SUPERVISOR JACKET-S
ACCOUNT TOTAL							74.99			
001220	545000			HAND TOOLS						
004634	WHEELER'S JANITORIAL	9370	225922	2022	4	INV P	245.30	013122	288921	RECHARGEABLE FLASHL
ACCOUNT TOTAL							245.30			
001220	546000			MINOR EQUIPMENT						
002535	COMSOUTH	199774	225962	2022	4	INV P	4,200.00	013122	288770	HAND HELD RADIO BAS
ACCOUNT TOTAL							4,200.00			
001220	559000			OTHER OPERATING MATL/SPLY						
002166	AUTO ARMATURE SERVIC	27160	226209	2022	4	INV P	251.95	013122	288738	BATTERY/GENERATION
002714	ECONOMY SUPPLY CO	069046	226329	2022	4	INV P	122.50	013122	288781	MAIL BOXES/SANITATI
003823	OTTO ENVIRONMENTAL S INV	41241	225322	2022	4	INV P	21,875.00	013122	288851	2 QUOTE GRN/BRN/BLU

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/4 TO 2022/4											
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
ACCOUNT TOTAL									22,249.45		
OTHER OPERATING SPLY-RECYCLING											
001220	559001										
003177	INDOFF INC			3507509	223763	2022	4	INV P	43.99	013122	288813 OFFICE SUPPLIES/REC
003823	OTTO ENVIRONMENTAL S			INV-41241	225322	2022	4	INV P	6,250.00	013122	288851 2 QUOTE GRN/BRN/BLU
ACCOUNT TOTAL									6,293.99		
OTHER OPER.MATLS-FULL R											
001220	559100										
003177	INDOFF INC			3507509	223763	2022	4	INV P	162.13	013122	288813 OFFICE SUPPLIES/REC
ACCOUNT TOTAL									162.13		
MTR VEHICLE REP. PTS/SPL											
001220	570000										
002166	AUTO ARMATURE SERVIC			27163	226415	2022	4	INV P	159.95	013122	288738 BATTERY FOR UNIT 13
002252	BIG IRON DIESEL REPA			R04768	225526	2022	4	INV P	403.67	013122	288743 REPAIR UNIT 19755 C
002281	BOBBY'S MUFFLER & BR			82685	225563	2022	4	INV P	3,299.90	013122	288746 UNIT 17412 CATALYTI
002539	CONNECTOR SPECIALIST			01055843	225963	2022	4	INV P	164.86	013122	288771 HOSES FOR SANITATIO
002539	CONNECTOR SPECIALIST			0155844	225963	2022	4	INV P	599.43	013122	288771 HOSES FOR SANITATIO
									764.29		
003034	HATTIESBURG HYDRAULI			92708	225732	2022	4	INV P	460.54	013122	288806 HOSES/ADAPTERS-UNIT
003034	HATTIESBURG HYDRAULI			92710	225732	2022	4	INV P	327.01	013122	288806 HOSES/ADAPTERS-UNIT
									787.55		
003114	HOL-MAC CORPORATION			380269A	0	2022	4	INV P	77.62	013122	288811 ANCHOR BOLT WELDMEN
003114	HOL-MAC CORPORATION			381993	226441	2022	4	INV P	1,220.31	013122	288811 CABLE ASSEMBLY UNIT
									1,297.93		
004120	SANSOM EQUIPMENT CO			P02453	226377	2022	4	INV P	1,602.09	013122	288884 ADDIT. PART & MATER
004298	SOUTHERN TIRE MART (			2560090544	0	2022	4	INV P	150.00	013122	288896 TOOK UNIT 20068 FOR
004514	UNIVERSITY TIRE & SE			INV188471	226261	2022	4	INV P	74.95	013122	288910 COMPUTER WHEEL ALIG
004597	WATERS INTERNATIONAL			08P821584	226414	2022	4	INV P	296.36	013122	288919 UNIT 14409 BRAKE SH
047021	HINTON, ANTHONY			000023	0	2022	4	INV P	400.00	013122	288810 TROUBLE SHOOT AND R
ACCOUNT TOTAL									9,236.69		
OTHER PROFESSIONAL SERV.											
001220	604900										
002523	COMCAST CABLEVISION			01.22.2022 02.21.22	0	2022	4	INV P	3.20	013122	288768 COMAST CABLE/SANITA
ACCOUNT TOTAL									3.20		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/4 TO 2022/4				ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
001220	630500												
003700	MS POWER COMPANY	E2022-01/11					0	2022	4	INV P	498.49	013122	288838 MISSISSIPPI POWER-V
ELECTRICITY													
ACCOUNT TOTAL											498.49		
001220	638400												
002252	BIG IRON DIESEL REPA	R04776					226383	2022	4	INV P	7,146.06	013122	288743 TEARDOWN & REPAIR U
002252	BIG IRON DIESEL REPA	R04777					226384	2022	4	INV P	514.97	013122	288743 UNIT 21387 TEAR DOW
MOTOR VEHICLE EQ. R&M													
											7,661.03		
004120	SANSOM EQUIPMENT CO	W01418					0	2022	4	INV P	1,557.80	013122	288884 SERVICE CALL UNITS
004120	SANSOM EQUIPMENT CO	W01531					226023	2022	4	INV P	7,110.51	013122	288884 TEARDOWN & REPAIR U
											8,668.31		
ACCOUNT TOTAL											16,329.34		
001220	643000												
002471	CINTAS CORPORATION #	4107764280					0	2022	4	INV P	202.48	013122	288763 SC8200044758-SANITA
002471	CINTAS CORPORATION #	4108451533					0	2022	4	INV P	202.48	013122	288763 SC8200044758-SANITA
											404.96		
002472	CINTAS FIRST AID J71	5088369792					0	2022	4	INV P	108.83	013122	288765 FIRST AID-SANITATIO
ACCOUNT TOTAL											513.79		
001220	643500												
002471	CINTAS CORPORATION #	4107763876					0	2022	4	INV P	32.19	013122	288764 SC#8200044758 SANIT
002471	CINTAS CORPORATION #	4108450844					0	2022	4	INV P	32.19	013122	288764 SC8200044758-SANITA
											64.38		
002472	CINTAS FIRST AID J71	5092254297					0	2022	4	INV P	296.07	013122	288765 CINTAS FIRST AID-FA
ACCOUNT TOTAL											360.45		
001220	688000												
002007	98 WASTE LLC	3882A					0	2022	4	INV P	29,024.00	013122	288721 MB2016-322 SANITATI
002007	98 WASTE LLC	3944					0	2022	4	INV P	1,232.00	013122	288721 MB2016-322 CODE ENF
002007	98 WASTE LLC	3945					0	2022	4	INV P	18,480.00	013122	288721 MB2016-322 SANITATI
002007	98 WASTE LLC	3995					0	2022	4	INV P	9,590.00	013122	288721 MB2016-322 SANITATI
											58,326.00		
003920	PINE BELT REGIONAL S	6614					0	2022	4	INV P	39,746.52	013122	288867 MB197-1/451-454 SAN
004591	WASTE MANAGEMENT OF	0013042-2526-9					0	2022	4	INV P	1,013.55	013122	288918 MB2003-5/484 12/1-1
004591	WASTE MANAGEMENT OF	0013061-2526-9					0	2022	4	INV P	1,038.41	013122	288918 MB2003-5/484 SANITA
004591	WASTE MANAGEMENT OF	0013082-2526-5					0	2022	4	INV P	653.70	013122	288918 MB2003-5/484 SANIT.

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/4 TO 2022/4											
ACCOUNT/VENDOR				INVOICE		PO	YEAR/PR TYP S		WARRANT	CHECK	DESCRIPTION
									2,705.66		
ACCOUNT TOTAL									100,778.18		
001220	689000	RECYCLING FEES									
004030	REPUBLIC SERVICES IN	0991-000330479	225714	2022	4	INV	P	24,828.06	013122	288877	OPEN P.O.-RECYCLING
ACCOUNT TOTAL									24,828.06		
ORG 001220 TOTAL									188,648.56		
001250	HEALTH DIVISION										
001250	575500	AGRICLTRL REPAIR		PTS/SPL							
003615	MISSISSIPPI AG COMPA	P71722	0	2022	4	INV	P	228.16	013122	288836	HYDRACLIC FILTERS P
003843	PARISH TRACTOR (HATT	02-199569	226340	2022	4	INV	P	829.00	013122	288854	UNIT 16722 REPAIR-H
047152	HEAVYQUIP	141235-01	0	2022	4	INV	P	2,100.00	013122	288809	PART/UNIT 16076
ACCOUNT TOTAL									3,157.16		
ORG 001250 TOTAL									3,157.16		
001260	ANIMAL CONTROL										
001260	699900	SERVICES NOT SPECIFIED									
004283	SOUTHERN PINES ANIMA	2022-01	0	2022	4	INV	P	15,000.00	013122	288894	MB#2020-678/HOUSING
ACCOUNT TOTAL									15,000.00		
ORG 001260 TOTAL									15,000.00		
001402	ECONOMIC DEV.										
001402	604900	OTHER PROFESSIONAL SERV.									
048265	BNR INVESTMENTS LLC	102	226200	2022	4	INV	P	8,300.00	013122	288745	TREE REMOVAL, LOAD
ACCOUNT TOTAL									8,300.00		
ORG 001402 TOTAL									8,300.00		
001551	AIRPORT DIV.										
001551	630500	ELECTRICITY									
003700	MS POWER COMPANY	E2022-01/11	0	2022	4	INV	P	1,336.26	013122	288838	MISSISSIPPI POWER-V
ACCOUNT TOTAL									1,336.26		
ORG 001551 TOTAL									1,336.26		
001553	CEMETERY DIV										
001553	501000	OTHER EXPENDABLE		OFF.SPL							
003177	INDOFF INC	3535889	226275	2022	4	INV	P	183.41	013122	288813	PENZE22C-PENTEL GRI
003177	INDOFF INC	3538105	226365	2022	4	INV	P	215.09	013122	288813	HEWCH563WN-HP SM599

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/4 TO 2022/4				ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
											398.50		
ACCOUNT TOTAL											398.50		
001553	570000			MTR VEHICLE REP.	PTS/SPL								
002413	CARQUEST AUTO PARTS	14758-6645	226339	2022	4	INV	P		28.49	013122		288757	OIL FILTER FOR BUCK
ACCOUNT TOTAL											28.49		
001553	575500			AGRICLTRL REPAIR	PTS/SPL								
003034	HATTIESBURG HYDRAULI	93196	226367	2022	4	INV	P		248.00	013122		288806	CONTROL LINKAGE REP
ACCOUNT TOTAL											248.00		
001553	604900			OTHER PROFESSIONAL SERV.									
003191	INTERFACE SECURITY S	20151420	0	2022	4	INV	P		48.34	013122		288815	MB#2006-2/76-77-SEC
ACCOUNT TOTAL											48.34		
001553	606000			TELEPHONE AND TELEGRAPH									
002160	AT&T MOBILITY	287273578351X0108202	0	2022	4	INV	P		181.08	013122		288735	MB2016-287/WIRELESS
ACCOUNT TOTAL											181.08		
001553	612000			FREIGHT									
003177	INDOFF INC	3535889	226275	2022	4	INV	P		19.00	013122		288813	PENZE22C-PENTEL GRI
003177	INDOFF INC	3538105	226365	2022	4	INV	P		36.03	013122		288813	HEWCH563WN-HP SM599
											55.03		
ACCOUNT TOTAL											55.03		
001553	638400			MOTOR VEHICLE EQ. R&M									
004597	WATERS INTERNATIONAL	08s827107	226164	2022	4	INV	P		788.33	013122		288919	REPAIR COOLANT LEAK
ACCOUNT TOTAL											788.33		
ORG 001553 TOTAL											1,747.77		
001560			PARKING OPER.										
001560	640200			PARKING GARAGE/LOT RENT									
003789	NORFOLK SOUTHERN COR	92413552	0	2022	4	INV	P		2,111.52	013122		288845	LEASE RR PKG LOT MB
004530	V F W OF THE US	INV022022	0	2022	4	INV	P		75.00	013122		288911	PARKING LEASE AT V
ACCOUNT TOTAL											2,186.52		
ORG 001560 TOTAL											2,186.52		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/4 TO 2022/4									
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
FUND 001	REVENUES		TOTAL:					591,753.86	

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/4 TO 2022/4		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
002300											PKS/REC-RECREATION MAINT. DIV.
002300	510000										CLEANING/JANITORIAL SPLY
002729	ELKINS WHOLESALE INC	472339	225998	2022	4	INV	P		1,676.60	013122	288783 P&R GRNDS JANITORIA
002729	ELKINS WHOLESALE INC	472339-01	225998	2022	4	INV	P		70.90	013122	288783 P&R GRNDS JANITORIA
002729	ELKINS WHOLESALE INC	472339-02	225998	2022	4	INV	P		54.21	013122	288783 P&R GRNDS JANITORIA
									1,801.71		
									ACCOUNT TOTAL	1,801.71	
002300	511100										SUPPLIES - COVID 19
002162	ATCO INTERNATIONAL	I0590398	226192	2022	4	INV	P		1,113.02	013122	288737 P&R GRNDS MAINT-COV
									ACCOUNT TOTAL	1,113.02	
002300	513000										CHEMICALS
047024	GREENPOINT AG HOLDIN	1282418	226270	2022	4	INV	P		3,178.50	013122	288802 P&R CITY WIDE USE-C
									ACCOUNT TOTAL	3,178.50	
002300	525500										LUBRICANTS
002304	BRACKMAN MOWER WAREH	17770	226002	2022	4	INV	P		131.52	013122	288749 P&R GRNDS MAINT-LUB
002304	BRACKMAN MOWER WAREH	17937	226419	2022	4	INV	P		123.60	013122	288749 P&R GRNDS MAINT-LUB
									255.12		
002413	CARQUEST AUTO PARTS	14758-6769	226388	2022	4	INV	P		177.48	013122	288757 P&R ALL MAINT TRUCK
									ACCOUNT TOTAL	432.60	
002300	535500										WEARING APPAREL
003216	J M H GRAPHICS	32936	225845	2022	4	INV	P		324.74	013122	288819 P&R REC MAINT-OFFIC
003216	J M H GRAPHICS	32966	225881	2022	4	INV	P		1,707.80	013122	288819 P&R GRNDS MAINT-STA
									2,032.54		
									ACCOUNT TOTAL	2,032.54	
002300	540500										CONCRETE, CEMENT, ETC.
002714	ECONOMY SUPPLY CO	068806	226309	2022	4	INV	P		35.00	013122	288781 P&R GRNDS MAINT-QUI
002714	ECONOMY SUPPLY CO	069045	226297	2022	4	INV	P		21.00	013122	288781 P&R SULLIVAN SPLASH
									56.00		
									ACCOUNT TOTAL	56.00	
002300	541500										SAND,CLAY,GRVL,FILL DIRT
002359	BURGE EXCAVATING & G	1754	226344	2022	4	INV	P		2,400.00	013122	288752 P&R ALL BALLFIELDS-
									ACCOUNT TOTAL	2,400.00	

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/4 TO 2022/4										
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
002300	551000			RECREATIONAL SUPPLIES						
002177	B S N SPORTS	915495151	226232	2022	4	INV P	992.00	013122	288740	P&R ALL TENNIS COUR
				ACCOUNT TOTAL			992.00			
002300	560000			BUILDING MATERIALS & SPL						
002714	ECONOMY SUPPLY CO	068883	226272	2022	4	INV P	1,455.50	013122	288781	P&R CHAIN PARK-BUIL
				ACCOUNT TOTAL			1,455.50			
002300	560500			ELECTRICAL SUPPLIES						
002901	GILKEY ELECTRIC SUPP	350219	226390	2022	4	INV P	69.00	013122	288799	P&R TATUM BASEBALL-
				ACCOUNT TOTAL			69.00			
002300	561000			PLUMBING SUPPLIES						
003543	MCELHANEY PLUMBING I	291030	226277	2022	4	INV P	28.50	013122	288830	P&R JAYCEE PARK-PLU
				ACCOUNT TOTAL			28.50			
002300	565000			PAINT AND PAINTING SPL.						
003926	PIONEER MANUFACTURIN	819928	225740	2022	4	INV P	273.05	013122	288869	P&R GRNDS MAINT-PAI
003926	PIONEER MANUFACTURIN	819929	225733	2022	4	INV P	1,080.00	013122	288869	P&R TATUM SOCCER-RE
							1,353.05			
004176	SHERWIN-WILLIAMS COM	5162-0	0	2022	4	INV P	74.30	013122	288887	P&R IN REF TO PO 22
				ACCOUNT TOTAL			1,427.35			
002300	570000			MTR VEHICLE REP. PTS/SPL						
004299	SOUTHERN TIRE MART L	2520080290	225806	2022	4	INV P	81.45	013122	288897	P&R MOWER 20744-TIR
004299	SOUTHERN TIRE MART L	2520083286	226279	2022	4	INV P	629.00	013122	288897	P&R TRK UNIT 21613-
							710.45			
				ACCOUNT TOTAL			710.45			
002300	575500			AGRICLTRL REPAIR PTS/SPL						
002304	BRACKMAN MOWER WAREH	17754	226146	2022	4	INV P	67.79	013122	288749	P&R MOWER 18576-SER
002304	BRACKMAN MOWER WAREH	17770	226002	2022	4	INV P	557.30	013122	288749	P&R GRNDS MAINT-LUB
002304	BRACKMAN MOWER WAREH	17923	226399	2022	4	INV P	447.53	013122	288749	P&R MOWER 20233-SER
002304	BRACKMAN MOWER WAREH	17926	226397	2022	4	INV P	136.10	013122	288749	P&R MOWER UNIT 2109
							1,208.72			
				ACCOUNT TOTAL			1,208.72			
002300	606000			TELEPHONE AND TELEGRAPH						
002160	AT&T MOBILITY	287273578351X0108202	0	2022	4	INV P	506.98	013122	288735	MB2016-287/WIRELESS
				ACCOUNT TOTAL			506.98			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/4 TO 2022/4		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
002300	612000										
											FREIGHT
003926	PIONEER MANUFACTURIN	819928			225740	2022	4	INV P	15.00	013122	288869 P&R GRNDS MAINT-PAI
003926	PIONEER MANUFACTURIN	819929			225733	2022	4	INV P	133.00	013122	288869 P&R TATUM SOCCER-RE
									148.00		
									ACCOUNT TOTAL	148.00	
002300	630500										
003700	MS POWER COMPANY	E2022 1/3			0	2022	4	INV P	53.24	013122	288838 MISSISSIPPI POWER V
									ACCOUNT TOTAL	53.24	
002300	638400										
002535	COMSOUTH	199932			226320	2022	4	INV P	1,033.00	013122	288770 P&R TRK UNIT 21752-
004299	SOUTHERN TIRE MART L	2520083286			226279	2022	4	INV P	82.00	013122	288897 P&R TRK UNIT 21613-
									ACCOUNT TOTAL	1,115.00	
002300	638700										
											AGRICULTURAL EQ. R&M
002304	BRACKMAN MOWER WAREH	17754			226146	2022	4	INV P	93.86	013122	288749 P&R MOWER 18576-SER
002304	BRACKMAN MOWER WAREH	17755			226303	2022	4	INV P	366.81	013122	288749 P&R MOWER 21451-SER
002304	BRACKMAN MOWER WAREH	17756			226302	2022	4	INV P	155.77	013122	288749 P&R MOWER 21324-SER
002304	BRACKMAN MOWER WAREH	17923			226399	2022	4	INV P	240.00	013122	288749 P&R MOWER 20233-SER
002304	BRACKMAN MOWER WAREH	17924			226398	2022	4	INV P	185.72	013122	288749 P&R MOWER 18576-SER
002304	BRACKMAN MOWER WAREH	17925			226396	2022	4	INV P	170.04	013122	288749 P&R MOWER 21597-SER
									1,212.20		
003380	LANCASTER'S MACHINE	25072			226289	2022	4	INV P	225.00	013122	288827 P&R-GRNDS MAINT SPR
003380	LANCASTER'S MACHINE	25089			226291	2022	4	INV P	750.00	013122	288827 P&R GRNDS MAINT TRA
									975.00		
004299	SOUTHERN TIRE MART L	2520080290			225806	2022	4	INV P	15.00	013122	288897 P&R MOWER 20744-TIR
									ACCOUNT TOTAL	2,202.20	
002300	639600										
004316	SPEEDY PRINTING & SI	29826			226231	2022	4	INV P	265.00	013122	288898 P&R SIGLER CENTER S
									ACCOUNT TOTAL	265.00	
002300	643000										
											UNIFORM RENT
002471	CINTAS CORPORATION #	4107508874			0	2022	4	INV P	163.22	013122	288763 P&R GRNDS MAINT UNI
002471	CINTAS CORPORATION #	4108204039			0	2022	4	INV P	163.22	013122	288763 P&R GRNDS MAINT UNI
									326.44		
									ACCOUNT TOTAL	326.44	

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/4 TO 2022/4		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
002300	644900										
											OTHER RENT
002471	CINTAS CORPORATION # 4107508383				0	2022	4	INV P	33.66	013122	288764 P&R GRNDS MAINT MAT
002471	CINTAS CORPORATION # 4108203685				0	2022	4	INV P	33.66	013122	288764 P&R GRNDS MAINT MAT
									67.32		
047043	PORTABLE TOILETS		83060		0	2022	4	INV P	203.00	013122	288871 P&R IN REF TO PO 22
											ACCOUNT TOTAL
									270.32		
002300	699900										SERVICES NOT SPECIFIED
003331	KINSEY WELDING		5272		0	2022	4	INV P	3,800.00	013122	288824 WALKING TRAIL BOLLA
004477	TURNER, JASON		225767		225767	2022	4	INV P	1,050.00	013122	288906 SOUND RENTAL CHRIST
047187	FOUR SEASONS LAWN		1799		0	2022	4	INV P	406.60	013122	288795 38TH AVE-LAWN MAINT
											ACCOUNT TOTAL
									5,256.60		
002300	733500										AGRICULTURAL EQUIPMENT
002083	ALLBRITTON CHAIN SAW		88169		226421	2022	4	INV P	2,323.16	013122	288726 P&R REC MAINT-EQUIP
											ACCOUNT TOTAL
									2,323.16		
002300	735500										COMMUNICATION EQUIPMENT
002535	COMSOUTH		199837		226005	2022	4	INV P	2,800.00	013122	288770 P&R REC MAINT-COMMU
											ACCOUNT TOTAL
									2,800.00		
											ORG 002300 TOTAL
									32,172.83		
002315											PKS/REC-REC.ADMIN/COM.REL.
002315	604900										OTHER PROFESSIONAL SERV.
002965	GUTHRIE, JONI S		1/24/22		0	2022	4	INV P	180.00	013122	288804 HPR CONTRACT LABOR
003508	MARTIN, MAGDALINE		1.24.22		0	2022	4	INV P	48.00	013122	288829 CONTRACT LABOR SENI
048422	RAY NANCY REBEKAH		1.24.22		0	2022	4	INV P	75.00	013122	288876 HPR CONTRACT LABOR
											ACCOUNT TOTAL
									303.00		
002315	604919										OTH PROF SERV-ART CENTER
002905	GILLILANDS ELECTRONI		6977		0	2022	4	INV P	600.00	013122	288800 YRLY CELLULAR FIRE
											ACCOUNT TOTAL
									600.00		
002315	630000										GAS
004321	SPIRE		G2022 1/11		0	2022	4	INV P	1,635.28	013122	288899 SPIRE(WILLMUT GAS)
											ACCOUNT TOTAL
									1,635.28		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/4 TO 2022/4												
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
002315	630500					ELECTRICITY						
003700	MS	POWER	COMPANY	E2022 1/3	0	2022	4	INV P	1,217.60	013122	288838	MISSISSIPPI POWER V
003700	MS	POWER	COMPANY	E2022-01/11	0	2022	4	INV P	4,754.10	013122	288838	MISSISSIPPI POWER-V
									5,971.70			
ACCOUNT TOTAL									5,971.70			
002315	639400					DISINFECT./EXTERMINATION						
003040	HAVARD	PEST	CONTROL	1880915	0	2022	4	INV P	48.00	013122	288808	HAVARD PEST CONTROL
ACCOUNT TOTAL									48.00			
ORG 002315 TOTAL									8,557.98			
FUND 002 PARKS & RECREATION FUND									TOTAL:	40,730.81		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/4 TO 2022/4											
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
005160					H.M.F.P.FUND-FIRE DIVISION						
005160 535500					WEARING APPAREL						
003744	NAFECO-NORTH AMERICA	1085532-1	0	2022	4	INV	P	319.84	013122	288842	REF PO 221555-AMT T
003744	NAFECO-NORTH AMERICA	1106637	223100	2022	4	INV	P	1,950.00	013122	288841	HFD RECRUIT CLASS F
003744	NAFECO-NORTH AMERICA	P-1108961	223100	2022	4	INV	P	2,343.00	013122	288841	HFD RECRUIT CLASS F
								4,612.84			
ACCOUNT TOTAL								4,612.84			
ORG 005160 TOTAL								4,612.84			
FUND 005 HATT.MUNICIPAL FIRE PROTECTION								TOTAL:	4,612.84		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/4 TO 2022/4		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
009660											
009660	501000										
003772	NEWELL PAPER COMPANY	4123947			226310	2022	4	INV P	126.93	013122	288844 CLEANING SUPPLIES A
003809	OFFICE DEPOT INC	2545202929			226120	2022	4	INV P	169.98	013122	288849 INK FOR PRINTER WAT
004327	STANDARD OFFICE SUPP	5208245-0			226343	2022	4	INV P	446.22	013122	288900 OFFICE SUPPLIES WAT
									743.13		
009660	510000										
003772	NEWELL PAPER COMPANY	4123947			226310	2022	4	INV P	408.59	013122	288844 CLEANING SUPPLIES A
									408.59		
009660	546000										
002499	COBURN'S SUPPLY CO I	605178486			226158	2022	4	INV P	280.00	013122	288766 WATER METER WASHER
									280.00		
009660	559000										
003790	NORLAB INC	85714			226237	2022	4	INV P	536.00	013122	288846 TOILET DYE STRIPS W
									536.00		
009660	570000										
003861	PATTERSON AUTO ELECT	81042			226333	2022	4	INV P	400.45	013122	288856 REPAIR TO UNIT 2044
									400.45		
009660	606000										
002160	AT&T MOBILITY	287273578351X0108202 0				2022	4	INV P	590.86	013122	288735 MB2016-287/WIRELESS
									590.86		
009660	607000										
047562	ENCO UTILITY	20527	0			2022	4	INV P	1,460.15	013122	288786 MB 2020-835 RT 2 BI
									1,460.15		
009660	612000										
003790	NORLAB INC	85714			226237	2022	4	INV P	33.00	013122	288846 TOILET DYE STRIPS W
									33.00		
009660	620000										
004050	RICOH CORP	5063502506	0			2022	4	INV P	26.74	013122	288878 CHARGES FOR PRODUCT
047562	ENCO UTILITY	20527	0			2022	4	INV P	542.65	013122	288786 MB 2020-835 RT 2 BI
									569.39		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/4 TO 2022/4		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
009660	630000										
004321	SPIRE			G2022 1/18	0	2022	4	INV P	125.91	013122	288899 SPIRE(WILLMUT GAS)
									125.91		
009660	630500										
003700	MS POWER COMPANY			E2022-01/11	0	2022	4	INV P	413.69	013122	288838 MISSISSIPPI POWER-V
									413.69		
009660	643000										
002471	CINTAS CORPORATION # 4107086594				0	2022	4	INV P	66.68	013122	288763 S/C 8200044758 UNIF
002471	CINTAS CORPORATION # 4107765730				0	2022	4	INV P	87.70	013122	288763 S/C 8200044758 UNIF
002471	CINTAS CORPORATION # 4108452904				0	2022	4	INV P	66.68	013122	288763 S/C 8200044758 UNIF
									221.06		
									221.06		
009660	699900										
003861	PATTERSON AUTO ELECT 81042				226333	2022	4	INV P	532.50	013122	288856 REPAIR TO UNIT 2044
									532.50		
									6,314.73		
009672	545000										
004284	SOUTHERN PIPE & SUPP 6242163-00				226293	2022	4	INV P	1,033.62	013122	288895 WRENCHES & SOCKETS
									1,033.62		
009672	561000										
002442	CENTRAL PIPE SUPPLY S100279392-001				225830	2022	4	INV P	22,000.00	013122	288759 BADGER ENDPOINTS FO
002442	CENTRAL PIPE SUPPLY S100282101-001				226280	2022	4	INV P	11,000.00	013122	288759 WAREHOUSE STOCK FOR
									33,000.00		
									33,000.00		
009672	570000										
002413	CARQUEST AUTO PARTS 14758-6472				226288	2022	4	INV P	41.14	013122	288757 REPAIRS FOR UNIT #
003034	HATTIESBURG HYDRAULI 93203				226380	2022	4	INV P	116.01	013122	288806 REPAIRS TO UNIT # 2
									157.15		
009672	636000										
003649	C J MORGAN INC 2022003				0	2022	4	INV P	85,224.75	013122	288755 MB2020-179:WATER RE
003649	C J MORGAN INC 2022004				0	2022	4	INV P	43,366.20	013122	288755 MB2020-179:WATER RE

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/4 TO 2022/4												
ACCOUNT/VENDOR				INVOICE		PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION
										128,590.95		
ACCOUNT TOTAL										128,590.95		
009672	643000					UNIFORM RENT						
002471	CINTAS CORPORATION # 4107087128	0	2022	4	INV	P	285.56	013122	288763	SC#8200044758--UNIF		
002471	CINTAS CORPORATION # 4107766220	0	2022	4	INV	P	350.52	013122	288763	SC#8200044758-- UNI		
002471	CINTAS CORPORATION # 4108453196	0	2022	4	INV	P	351.62	013122	288763	SC#8200044758 - UNI		
										987.70		
ACCOUNT TOTAL										987.70		
ORG 009672 TOTAL										163,769.42		
009673	W&S O&M-WATER PLANT DIVISION											
009673	500500	PRINTED FORMS										
004327	STANDARD OFFICE SUPP 5208303-0	226433	2022	4	INV	P	179.40	013122	288900	YEARLY JOURNAL FOR		
ACCOUNT TOTAL										179.40		
009673	570000	MTR VEHICLE REP. PTS/SPL										
002160	AT&T MOBILITY 287273861504x0108202	0	2022	4	INV	P	244.93	013122	288736	MB2016-287/GPS TRAC		
ACCOUNT TOTAL										244.93		
009673	604900	OTHER PROFESSIONAL SERV.										
002288	BONNER ANALYTICAL TE 75880	0	2022	4	INV	P	1,325.00	013122	288747	ROUTINE COLIFORM TE		
002380	BYRD, WADE J. 012022BYRD	0	2022	4	INV	P	3,000.00	013122	288753	OPERATOR OF RECORD-		
003614	MISSION COMMUNICATIO 1055514	0	2022	4	INV	P	4,253.40	013122	288835	ANNUAL SERVICE FOR		
003614	MISSION COMMUNICATIO 1056373	0	2022	4	INV	P	1,389.60	013122	288835	ANNUAL SERVICE FOR		
003614	MISSION COMMUNICATIO 1059408	0	2022	4	INV	P	2,515.80	013122	288835	ANNUAL SERVICE FOR		
										8,158.80		
ACCOUNT TOTAL										12,483.80		
009673	630500	ELECTRICITY										
003700	MS POWER COMPANY E2022 1/3	0	2022	4	INV	P	25,515.22	013122	288838	MISSISSIPPI POWER V		
003700	MS POWER COMPANY E2022-01/11	0	2022	4	INV	P	23,212.71	013122	288838	MISSISSIPPI POWER-V		
										48,727.93		
003873	PEARL RIVER VALLEY E 2022 1/6/22	0	2022	4	INV	P	137.24	013122	288857	PEARL RIVER VALLEY		
ACCOUNT TOTAL										48,865.17		
009673	635000	BUILDING R&M										
002100	AMERICAN AIR SPECIAL 112688	226172	2022	4	INV	P	450.00	013122	288728	REPLACE TOILET IN W		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/4 TO 2022/4											
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
					ACCOUNT TOTAL			450.00			
009673	639400										
003040	HAVARD	PEST CONTROL	1880931	0	2022	4	INV	P	48.00	013122	288808 HAVARD PEST CONTROL
003040	HAVARD	PEST CONTROL	1880933	0	2022	4	INV	P	50.00	013122	288808 HAVARD PEST CONTROL
								98.00			
					ACCOUNT TOTAL			98.00			
009673	643500										
002471	CINTAS	CORPORATION #	4107765885	0	2022	4	INV	P	22.11	013122	288764 SC#8200044758- MOPS
002471	CINTAS	CORPORATION #	4108452999	0	2022	4	INV	P	22.11	013122	288764 SC#8200044758- MOPS
								44.22			
					ACCOUNT TOTAL			44.22			
					ORG 009673 TOTAL			62,365.52			
009676				W&S O&M-SEWER DIVISION							
009676	513000				CHEMICALS						
002443	CERTIFIED LABORATORI	7645357		226197	2022	4	INV	P	20,817.30	013122	288760 E100,EMERGE,CHERRYF
					ACCOUNT TOTAL			20,817.30			
009676	561000				PLUMBING SUPPLIES						
002442	CENTRAL PIPE SUPPLY	S100281084-001		225997	2022	4	INV	P	22,000.00	013122	288759 BADGER ENDPOINTS FO
					ACCOUNT TOTAL			22,000.00			
009676	570000				MTR VEHICLE REP. PTS/SPL						
003861	PATTERSON AUTO ELECT	81267		226381	2022	4	INV	P	647.28	013122	288856 REPAIRS TO UNIT # 1
					ACCOUNT TOTAL			647.28			
009676	630500				ELECTRICITY						
003700	MS POWER COMPANY	E2022 1/3		0	2022	4	INV	P	672.19	013122	288838 MISSISSIPPI POWER V
003700	MS POWER COMPANY	E2022-01/11		0	2022	4	INV	P	3,728.91	013122	288838 MISSISSIPPI POWER-V
								4,401.10			
					ACCOUNT TOTAL			4,401.10			
009676	636000				STREETS & STRUCTURES R&M						
004058	RJM MCQUEEN	CONTRACT 2553		0	2022	4	INV	P	8,667.00	013122	288880 MB2020-179:SEWER RE
004058	RJM MCQUEEN	CONTRACT 2554		0	2022	4	INV	P	7,389.90	013122	288880 MB2020-179:SEWER RE
004058	RJM MCQUEEN	CONTRACT 2555		0	2022	4	INV	P	4,209.76	013122	288880 MB2020-179:SEWER RE
004058	RJM MCQUEEN	CONTRACT 2557		0	2022	4	INV	P	4,057.20	013122	288880 MB2020-179:SEWER RE
004058	RJM MCQUEEN	CONTRACT 2558		0	2022	4	INV	P	7,947.00	013122	288880 MB2020-179:SEWER RE
004058	RJM MCQUEEN	CONTRACT 2559		0	2022	4	INV	P	3,465.00	013122	288880 MB2020-179:SEWER RE

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/4 TO 2022/4		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
004058	RJM	MCQUEEN	CONTRACT	2560	0	2022	4	INV P	3,394.60	013122	288880 MB2020-179:SEWER RE
004058	RJM	MCQUEEN	CONTRACT	2561	0	2022	4	INV P	7,845.20	013122	288880 MB2020-179:SEWER RE
004058	RJM	MCQUEEN	CONTRACT	2562	0	2022	4	INV P	2,057.80	013122	288880 MB2020-179: SEWER R
004058	RJM	MCQUEEN	CONTRACT	2563	0	2022	4	INV P	2,584.00	013122	288880 MB2020-179:SEWER RE
004058	RJM	MCQUEEN	CONTRACT	2564	0	2022	4	INV P	8,837.60	013122	288880 MB2020-179:SEWER RE
004058	RJM	MCQUEEN	CONTRACT	2565	0	2022	4	INV P	5,659.50	013122	288880 MB2020-179:SEWER RE
004058	RJM	MCQUEEN	CONTRACT	2566	0	2022	4	INV P	3,028.50	013122	288880 MB2020-179:SEWER RE
004058	RJM	MCQUEEN	CONTRACT	2567	0	2022	4	INV P	6,376.00	013122	288880 MB2020-179:SEWER RE
004058	RJM	MCQUEEN	CONTRACT	2568	0	2022	4	INV P	2,248.00	013122	288880 MB2020-179:SEWER RE
									77,767.06		
ACCOUNT TOTAL									77,767.06		
009676	638200	MINOR EQUIPMENT R&M									
002083	ALLBRITTON	CHAIN	SAW	12034	226198	2022	4	INV P	62.45	013122	288726 REPAIRS FOR ASSET #
002083	ALLBRITTON	CHAIN	SAW	12239	226199	2022	4	INV P	53.00	013122	288726 REPAIRS FOR ASSET #
									115.45		
ACCOUNT TOTAL									115.45		
009676	638400	MOTOR VEHICLE EQ. R&M									
003034	HATTIESBURG	HYDRAULI		93203	226380	2022	4	INV P	360.00	013122	288806 REPAIRS TO UNIT # 2
003861	PATTERSON	AUTO	ELECT	81267	226381	2022	4	INV P	861.00	013122	288856 REPAIRS TO UNIT # 1
ACCOUNT TOTAL									1,221.00		
ORG 009676 TOTAL									126,969.19		
009677		W&S O&M-SEWER LAGOON DIV.									
009677	513000	CHEMICALS									
002094	ALLIED	UNIVERSAL	COR	I2756957	226341	2022	4	INV P	1,174.30	013122	288727 CHLORINE & SULFUR D
002094	ALLIED	UNIVERSAL	COR	I2756958	226341	2022	4	INV P	6,655.75	013122	288727 CHLORINE & SULFUR D
									7,830.05		
ACCOUNT TOTAL									7,830.05		
009677	604900	OTHER PROFESSIONAL SERV.									
004599	WATKINS & EAGAR			415373	0	2022	4	INV P	12,977.25	013122	288920 REVIEW & CONSULTING
ACCOUNT TOTAL									12,977.25		
009677	630500	ELECTRICITY									
003700	MS POWER COMPANY		E2022 1/3		0	2022	4	INV P	15,769.90	013122	288838 MISSISSIPPI POWER V
003700	MS POWER COMPANY		E2022-01/11		0	2022	4	INV P	40,558.34	013122	288838 MISSISSIPPI POWER-V
									56,328.24		
003873	PEARL RIVER VALLEY	E	2022 1/6		0	2022	4	INV P	268.07	013122	288857 PEARL RIVER VALLEY

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/4 TO 2022/4		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
003873	PEARL RIVER VALLEY E	2022	1/6/22		0	2022	4	INV P	34.34	013122	288857 PEARL RIVER VALLEY
									302.41		
								ACCOUNT TOTAL	56,630.65		
009677	638000							FIXED EQUIPMENT R&M			
003348	L & A CONTRACTING CO	483-206			0	2022	4	INV P	38,014.71	013122	288826 MB2016-64: LAGOONS
								ACCOUNT TOTAL	38,014.71		
009677	639400							DISINFECT./EXTERMINATION			
003040	HAVARD PEST CONTROL	1880934			0	2022	4	INV P	40.00	013122	288808 HAVARD PEST CONTROL
003040	HAVARD PEST CONTROL	1880935			0	2022	4	INV P	40.00	013122	288808 HAVARD PEST CONTROL
									80.00		
								ACCOUNT TOTAL	80.00		
						ORG 009677		TOTAL	115,532.66		
	FUND 009	WATER & SEWER OPERATION/MAINT.						TOTAL:	474,951.52		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/4 TO 2022/4													
ACCOUNT/VENDOR		INVOICE		PO	YEAR/PR TYP S				WARRANT		CHECK	DESCRIPTION	
011000		WATER & SEWER BALANCE SHEET											
011000		METER SECURITY DEPOSITS											
048423	114000 FREDRICK CONNER	26609	9160	0	2022	4	INV	P	149.00	013122	288796	MTR DEP REF	9160
048426	PHILIPPE DIAS	107111	74418	0	2022	4	INV	P	12.00	013122	288859	MTR DEP REF	74418
048427	ABIGAIL LOWRY	106985	74308	0	2022	4	INV	P	18.00	013122	288722	MTR DEP REF	74308
048428	FAN ZHANG	104939	72488	0	2022	4	INV	P	56.42	013122	288790	MTR DEP REF	72488
048429	ABUNDANT LIFE	103617	71292	0	2022	4	INV	P	33.60	013122	288723	MTR DEP REF	71292
048430	CHRISTINE BOEHMER	103072	70817	0	2022	4	INV	P	75.00	013122	288762	MTR DEP REF	70817
048431	PATRICIA WAYMIRE	98455	66625	0	2022	4	INV	P	18.00	013122	288855	MTR DEP REF	66625
048433	DA REMIX (GASSAN HAM	88769	57968	0	2022	4	INV	P	75.00	013122	288777	MTR DEP REF	57968
ACCOUNT TOTAL									437.02				
ORG 011000 TOTAL									437.02				
011660		WATER & SEWER-CUST.ACCT.DIV.											
011660		WATER RELATED REFUND											
048424	6835WT FINLO CONSTRUCTION	118684	85145	0	2022	4	INV	P	128.60	013122	288794	WATER OVERPAYMENT	8
048425	DONALD BLIZARD	107888	75124	0	2022	4	INV	P	225.96	013122	288779	WATER OVERPAYMENT	
ACCOUNT TOTAL									354.56				
ORG 011660 TOTAL									354.56				
FUND 011 WATER & SEWER FUND					TOTAL:				791.58				

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/4 TO 2022/4													
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 539832					0	2022	4	INV	P	280.29	013122	288905	MB#2018-164 COPIER
					ACCOUNT TOTAL					280.29			
019100 684000					DUES AND MEMBERSHIPS								
003688 MS LAW ENFORCEMENT O 2022 MEMBERSHIP					0	2022	4	INV	P	2,500.00	013122	288837	2022 MEMBERSHIP FEE
					ACCOUNT TOTAL					2,500.00			
					ORG 019100		TOTAL			2,780.29			
FUND 019 POLICE FORFEITURES FUND					TOTAL:			2,780.29					

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/4 TO 2022/4		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
039551				AIRPORT IMPR.-AIRPORT DIV							
039551	601500			ENGINEERING							
004197	SHOWS DEARMAN & WAIT	22509		0	2022	4	INV	P	1,137.50	013122	288888 MB 2012-1/34 HANGAR
				ACCOUNT TOTAL					1,137.50		
039551	729502			AIRPORT IMP-FAA							
004391	TAFFY PIPPIN CONSULT	205(4)-21		0	2022	4	INV	P	3,500.00	013122	288902 AIRPORT - DBE PLAN
				ACCOUNT TOTAL					3,500.00		
				ORG 039551				TOTAL	4,637.50		
FUND 039 AIRPORT IMPROVEMENT FUND									TOTAL:	4,637.50	

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/4 TO 2022/4		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
072201											
072201	601500										
		004197	SHOWS DEARMAN & WAIT	22458	0	2022	4	INV P	230.00	013122	288889 MB 2012-1/34 FEMA C
		004197	SHOWS DEARMAN & WAIT	22462	0	2022	4	INV P	3,795.00	013122	288888 MB 2021-267 NON-NBI
		004197	SHOWS DEARMAN & WAIT	22464	0	2022	4	INV P	8,500.00	013122	288888 MB 2012-1/34 MAR JA
		004197	SHOWS DEARMAN & WAIT	22465	0	2022	4	INV P	2,975.00	013122	288888 MB 2021-267 N 28TH
		004197	SHOWS DEARMAN & WAIT	22467	0	2022	4	INV P	977.50	013122	288888 MB 2012-1/34 KIMBAL
		004197	SHOWS DEARMAN & WAIT	22474	0	2022	4	INV P	18,085.20	013122	288888 MB 2012-1/34 HIGHWA
									34,562.70		
									ACCOUNT TOTAL		34,562.70
072201	601501										
		004197	SHOWS DEARMAN & WAIT	22498	0	2022	4	INV P	4,553.34	013122	288888 MB 2020-157 LINCOLN
									ACCOUNT TOTAL		4,553.34
072201	722518										
		004197	SHOWS DEARMAN & WAIT	22475	0	2022	4	INV P	28,900.06	013122	288888 MB 2020-113 LAMAR B
									ACCOUNT TOTAL		28,900.06
072201	723014										
		004197	SHOWS DEARMAN & WAIT	22475	0	2022	4	INV P	5,887.50	013122	288888 MB 2020-113 LAMAR B
									ACCOUNT TOTAL		5,887.50
072201	723029										
		047056	WARREN PAVING INC	HARDY ROUNDABOUT #3	0	2022	4	INV P	40,028.34	013122	288917 MB 2021-143 HARDY S
									ACCOUNT TOTAL		40,028.34
									ORG 072201 TOTAL		113,931.94
									FUND 072 MUNICIPAL ROAD & BRIDGE		TOTAL: 113,931.94

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/4 TO 2022/4											
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION		
073570 MASS TRANSIT-TRANSPORTATION											
073570 606000				TELEPHONE AND TELEGRAPH							
002160	AT&T MOBILITY	287273578351X0108202	0	2022	4	INV P	178.08	013122	288735	MB2016-287/WIRELESS	
002160	AT&T MOBILITY	287273861504X0108202	0	2022	4	INV P	242.90	013122	288736	MB2016-287/GPS TRAC	
							420.98				
004543	VERIZON WIRELESS	9894702111	0	2022	4	INV P	427.87	013122	288913	PARATRANSIT TABLETS	
ACCOUNT TOTAL							848.85				
073570 630500 ELECTRICITY											
003700	MS POWER COMPANY	E2022-01/11	0	2022	4	INV P	1,976.20	013122	288838	MISSISSIPPI POWER-V	
ACCOUNT TOTAL							1,976.20				
ORG 073570 TOTAL							2,825.05				
FUND 073 MASS TRANSIT FUND				TOTAL:			2,825.05				

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/4 TO 2022/4		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
075695											
075695	601500										
		004197	SHOWS	DEARMAN & WAIT	22469	0	2022	4	INV	P	175.00 013122 288889 MB 2017-81 WATER PL
		004197	SHOWS	DEARMAN & WAIT	22477	0	2022	4	INV	P	8,200.00 013122 288888 MB 2018-288 INFRAST
		004197	SHOWS	DEARMAN & WAIT	22480	0	2022	4	INV	P	8,137.50 013122 288888 MB 2020-137 MLK ARE
		004197	SHOWS	DEARMAN & WAIT	22481	0	2022	4	INV	P	4,224.00 013122 288888 MB 2020-258 UPDATE
		004197	SHOWS	DEARMAN & WAIT	22482	0	2022	4	INV	P	2,743.50 013122 288888 MB 2020-258 UPDATE
		004197	SHOWS	DEARMAN & WAIT	22485	0	2022	4	INV	P	6,380.00 013122 288888 MB 2012-1/34 GENERA
		004197	SHOWS	DEARMAN & WAIT	22488	0	2022	4	INV	P	525.00 013122 288889 MB 2012-1/34 TIMBER
											30,385.00
											ACCOUNT TOTAL
											30,385.00
075695	722001										
		004197	SHOWS	DEARMAN & WAIT	22484	0	2022	4	INV	P	605.00 013122 288888 MB 2021-45 HALL AVE
											ACCOUNT TOTAL
											605.00
075695	722002										
		004197	SHOWS	DEARMAN & WAIT	22479	0	2022	4	INV	P	9,280.00 013122 288888 MB 2019-237 LONGLEA
											ACCOUNT TOTAL
											9,280.00
075695	724515										
		004197	SHOWS	DEARMAN & WAIT	22476	0	2022	4	INV	P	713.25 013122 288888 MB 2018-194 AUDUBON
											ACCOUNT TOTAL
											713.25
075695	724529										
		004197	SHOWS	DEARMAN & WAIT	22478	0	2022	4	INV	P	612.50 013122 288888 MB 2019-88 EAST JER
											ACCOUNT TOTAL
											612.50
											ORG 075695 TOTAL
											41,595.75
											FUND 075 WATER&SEWER CONSTRUCTION FUND
											TOTAL :
											41,595.75

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/4 TO 2022/4		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
077000				COMMUNITY CTR BALANCE SHEET							
077000	122000			DAMAGE DEPOSITS							
048482	SILHOUETTES OF KAPPA	DEP REF 1/22	0	2022	4	INV	P		100.00	013122	288892 DEPOSIT REFUND 11/7
048483	VERONICA WILLIAMS	DEP REF 1/22	0	2022	4	INV	P		250.00	013122	288914 DEPOSIT REFUND 12/1
048484	ARIC PEPPERS	DEP REF 1/22	0	2022	4	INV	P		100.00	013122	288730 DEPOSIT REFUND 12/2
				ACCOUNT TOTAL					450.00		
				ORG 077000				TOTAL	450.00		
077650				COMMUNITY CTR-ADMIN/GENERAL							
077650	560500			ELECTRICAL SUPPLIES							
002901	GILKEY ELECTRIC SUPP	349231	226368	2022	4	INV	P		81.50	013122	288799 MATERIAL FOR JACKIE
004256	SOLAR SUPPLY INC	3448547	226241	2022	4	INV	P		425.36	013122	288893 STAT FOR JACKIE DOL
				ACCOUNT TOTAL					506.86		
077650	606000			TELEPHONE AND TELEGRAPH							
002160	AT&T MOBILITY	287273578351X0108202	0	2022	4	INV	P		61.36	013122	288735 MB2016-287/WIRELESS
				ACCOUNT TOTAL					61.36		
077650	630000			GAS							
004321	SPIRE	G2022 1/18	0	2022	4	INV	P		461.52	013122	288899 SPIRE(WILLMUT GAS)
				ACCOUNT TOTAL					461.52		
077650	630500			ELECTRICITY							
003700	MS POWER COMPANY	E2022 1/3	0	2022	4	INV	P		2,051.78	013122	288838 MISSISSIPPI POWER V
				ACCOUNT TOTAL					2,051.78		
077650	639400			DISINFECT./EXTERMINATION							
003040	HAVARD PEST CONTROL	1880905	0	2022	4	INV	P		48.00	013122	288808 HAVARD PEST CONTROL
003040	HAVARD PEST CONTROL	1880919	0	2022	4	INV	P		48.00	013122	288808 HAVRD PEST CONTROL-
									96.00		
				ACCOUNT TOTAL					96.00		
				ORG 077650				TOTAL	3,177.52		
FUND 077 COMMUNITY CENTERS' FUND									TOTAL:	3,627.52	

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/4 TO 2022/4		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
087601				INDUSTRIAL PK-G.O.ACQUISITIONS							
087601	601500			ENGINEERING							
004197	SHOWS DEARMAN & WAIT	22493	0	2022	4	INV	P		350.00	013122	288890 PROJECT GENDREARU S
004197	SHOWS DEARMAN & WAIT	22515	0	2022	4	INV	P		8,030.00	013122	288891 PROJECT GENDREAU-1/
									8,380.00		
				ACCOUNT TOTAL					8,380.00		
087601	602500			LEGAL							
004171	SHEMPER, MICHAEL J P	90	0	2022	4	INV	P		2,062.50	013122	288886 LEGAL SERVICES-PROJ
004677	WISE CARTER CHILD &	224789	0	2022	4	INV	P		800.53	013122	288922 IND PARK PROJECT GE
004677	WISE CARTER CHILD &	225321	0	2022	4	INV	P		1,025.00	013122	288922 PROJECT GENDREAU SE
									1,825.53		
				ACCOUNT TOTAL					3,888.03		
				ORG 087601		TOTAL			12,268.03		
	FUND 087	INDUSTRIAL PARK DEVELOPMENT				TOTAL :			12,268.03		

YEAR/PERIOD: 2022/4 TO 2022/4		ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
088603		PUBLIC SAFETY/REC CONSTRUCTION								
088603		POLICE DEPARTMENT								
002077	ALBERT & MCCLESKEY A 66	0	2022	4	INV	P	8,134.33	013122	288725	MB 2018-295 PUBLIC
002996	HANCO CORP PSC NO. 35	0	2022	4	INV	P	173,064.81	013122	288805	MB 2019-45 PUBLIC S
004197	SHOWS DEARMAN & WAIT 22487	0	2022	4	INV	P	6,197.50	013122	288888	MB 2012-1/34 PUBLIC
ACCOUNT TOTAL							187,396.64			
088603		HALL AVENUE OVERPASS								
003228	JACKSON, TULLOS & RO 5540	0	2022	4	INV	P	1,087.97	013122	288820	MB 2021-32 HALL AVE
003228	JACKSON, TULLOS & RO 5550	0	2022	4	INV	P	7,200.00	013122	288820	MB 2021-229 HALL AV
							8,287.97			
ACCOUNT TOTAL							8,287.97			
ORG 088603					TOTAL		195,684.61			
FUND 088		PUBLIC SAFETY/REC CONSTRUCTION				TOTAL:	195,684.61			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/4 TO 2022/4													
ACCOUNT/VENDOR				INVOICE		PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION	
095635				2019 FIRE STATION CONSTRUCTION									
095635 744000				DUMP TRUCKS									
003882 PERFORMANCE RESCUE 715				220616		2022 4 INV P			18,000.00	013122	288858	HFD-NEW TRUCK EQ-ST	
ACCOUNT TOTAL								18,000.00					
ORG 095635 TOTAL								18,000.00					
FUND 095 GENERAL FUND-G/G INS.OTH SER								TOTAL:	18,000.00				

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/4 TO 2022/4										
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 22461		0	2022	4	INV P	750.00	013122	288888 MB 2020-283 CAMPBEL
ACCOUNT TOTAL								750.00		
ORG 097201 TOTAL								750.00		
FUND 097 INFRA IMPROVE-INTRNT SALES TAX TOTAL:								750.00		

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6050sjackson

City of Hattiesburg, MS
A/P CASH DISBURSEMENTS JOURNAL

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JOURNAL ENTRIES TO BE CREATED

FUND	DUE TO	DUE FR
001 General Fund		591,753.86
002 PARKS & RECREATION FUND		40,730.81
005 HATT.MUNICIPAL FIRE PROTECTION		4,612.84
009 WATER & SEWER OPERATION/MAINT.		474,951.52
011 WATER & SEWER FUND		791.58
019 POLICE FORFEITURES FUND		2,780.29
039 AIRPORT IMPROVEMENT FUND		4,637.50
072 MUNICIPAL ROAD & BRIDGE		113,931.94
073 MASS TRANSIT FUND		2,825.05
075 WATER&SEWER CONSTRUCTION FUND		41,595.75
077 COMMUNITY CENTERS' FUND		3,627.52
087 INDUSTRIAL PARK DEVELOPMENT		12,268.03
088 PUBLIC SAFETY/REC CONSTRUCTION		195,684.61
095 2019 FIRE STATION CONSTRUCTION		18,000.00
097 INFRA IMPROVE-INTRNT SALES TAX		750.00
801 CLAIMS FUND		
	1,508,941.30	
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TOTAL	1,508,941.30	1,508,941.30

** END OF REPORT - Generated by Sherry Jackson **